FRANCHISE DISCLOSURE DOCUMENT

TMC FRANCHISE CORPORATION
an Arizona Corporation
1130 West Warner Road
Tempe, Arizona 85284
(602) 728-8000
www.circlek.com

This Disclosure Document describes the offer for the right to operate a retail convenience store under the "Circle K" trade name and service marks and the Circle K convenience store business system (the "Store"). This Disclosure Document also describes the offer for the right to operate a motor fuel business for the sale of (a) Circle K-sourced motor fuel under the "Circle K" trade name and service marks and the Circle K motor fuel business system (the "Motor Fuel Business") and (b) third-party sourced motor fuel under the Circle K marks (the "Branded Business"). As of the date of this Disclosure Document, we will offer a Motor Fuel Business or Branded Business only to franchisees that already operate or agree to open and operate a Store.

The total investment necessary to begin operations of a Circle K convenience store franchise is from $1,462,500 to $2,864,650 for a newly constructed Circle K Store and $317,500 to $1,471,650 if you are converting an existing convenience store to a Circle K Store. This includes $35,000 that must be paid to us or our affiliates whether you open a newly constructed Circle K Store or if you convert an existing convenience store to a Circle K Store. If you purchase an existing company-operated Circle K Store from us, the amount you will pay to us is difficult to estimate based on real estate costs as well as the ancillary businesses usually associated with a convenience store and varies depending on the purchase price we negotiate.

The total investment necessary to begin operations of a Branded Business is from $18,150 to $137,150. Of this amount, there are not any fees paid to us or an affiliate. The total investment increases to $2,588,150 to $7,842,150 for a newly constructed or rebuilt Motor Fuel Business and $563,150 to $2,172,150 if you are converting an existing forecourt to a Motor Fuel Business. This includes $20,000 to $50,000 that must be paid to us or our affiliates. The total investment noted in this paragraph for a Branded Business or a Motor Fuel Business is in addition to the total investment necessary to begin operations of the Circle K convenience store franchise.

This Disclosure Document summarizes certain provisions of your franchise agreement and other information in plain English. Read this Disclosure Document and all accompanying agreements carefully. You must receive this Disclosure Document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Circle K Franchise Planning and Administrative Director, Justin Shelton, at 1130 West Warner Road, Tempe, AZ 85284; telephone number 815-592-1844 .

The terms of your contract will govern your franchise relationship. Don't rely on the Disclosure Document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: July 10, 2026

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit A.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit B includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only CIRCLE K business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a CIRCLE K franchisee?	Item 20 or Exhibit A lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit C.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution**. The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Arizona. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Arizona than in your own state.

2. **Minimum Purchase Requirements**. If you enter into the Motor Fuel Agreement, you must purchase certain minimum quantities of motor fuel from us or our affiliate under the Motor Fuel Agreement. Your inability to make such purchases may result in termination of your franchise and loss of your investment.

3. **Supplier Control**. You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

THE INFORMATION AND NOTICES APPEARING ON THE FOLLOWING TWO PAGES APPLY ONLY TO FRANCHISES TO BE LOCATED IN THE STATE OF MICHIGAN AND ARE REQUIRED BY MICHIGAN LAW.

IF YOU ARE NOT LOCATED IN MICHIGAN, THE FOLLOWING TWO PAGES OF INFORMATION DO NOT APPLY TO YOU.

* * * *

NOTICE FOR PROSPECTIVE FRANCHISEES WHO LIVE IN MICHIGAN OR WHOSE FRANCHISES WILL OPERATE IN MICHIGAN

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU:

(A) A PROHIBITION ON THE RIGHT OF A FRANCHISEE TO JOIN AN ASSOCIATION OF FRANCHISEES.

(B) A REQUIREMENT THAT A FRANCHISEE ASSENT TO A RELEASE, ASSIGNMENT, NOVATION, WAIVER, OR ESTOPPEL WHICH DEPRIVES A FRANCHISEE OF RIGHTS AND PROTECTIONS PROVIDED IN THIS ACT. THIS SHALL NOT PRECLUDE A FRANCHISEE, AFTER ENTERING INTO A FRANCHISE AGREEMENT, FROM SETTLING ANY AND ALL CLAIMS.

(C) A PROVISION THAT PERMITS A FRANCHISOR TO TERMINATE A FRANCHISE PRIOR TO THE EXPIRATION OF ITS TERM EXCEPT FOR GOOD CAUSE. GOOD CAUSE SHALL INCLUDE THE FAILURE OF THE FRANCHISEE TO COMPLY WITH ANY LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT AND TO CURE SUCH FAILURE AFTER BEING GIVEN WRITTEN NOTICE THEREOF AND A REASONABLE OPPORTUNITY, WHICH IN NO EVENT NEED BE MORE THAN 30 DAYS, TO CURE SUCH FAILURE.

(D) A PROVISION THAT PERMITS A FRANCHISOR TO REFUSE TO RENEW A FRANCHISE WITHOUT FAIRLY COMPENSATING THE FRANCHISEE BY REPURCHASE OR OTHER MEANS FOR THE FAIR MARKET VALUE, AT THE TIME OF EXPIRATION, OF THE FRANCHISEE'S INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS. PERSONALIZED MATERIALS WHICH HAVE NO VALUE TO THE FRANCHISOR AND INVENTORY, SUPPLIES EQUIPMENT, FIXTURES, AND FURNISHINGS NOT REASONABLY REQUIRED IN THE CONDUCT OF THE FRANCHISED BUSINESS ARE NOT SUBJECT TO COMPENSATION. THIS SUBSECTION APPLIES ONLY IF: (I) THE TERM OF THE FRANCHISE IS LESS THAN 5 YEARS; AND (II) THE FRANCHISEE IS PROHIBITED BY THE FRANCHISE OR OTHER AGREEMENT FROM CONTINUING TO CONDUCT SUBSTANTIALLY THE SAME BUSINESS UNDER ANOTHER TRADEMARK, SERVICE MARK, TRADE NAME, LOGOTYPE, ADVERTISING, OR OTHER COMMERCIAL SYMBOL IN THE SAME AREA SUBSEQUENT TO THE EXPIRATION OF THE FRANCHISE OR THE FRANCHISEE DOES NOT RECEIVE AT LEAST 6 MONTHS ADVANCE NOTICE OF FRANCHISOR'S INTENT NOT TO RENEW THE FRANCHISE.

(E) A PROVISION THAT PERMITS THE FRANCHISOR TO REFUSE TO RENEW A FRANCHISE ON TERMS GENERALLY AVAILABLE TO OTHER FRANCHISEES OF THE SAME CLASS OR TYPE UNDER SIMILAR CIRCUMSTANCES. THIS SECTION DOES NOT REQUIRE A RENEWAL PROVISION.

(F) A PROVISION REQUIRING THAT ARBITRATION OR LITIGATION BE CONDUCTED OUTSIDE THIS STATE. THIS SHALL NOT PRECLUDE THE FRANCHISEE FROM ENTERING INTO AN AGREEMENT, AT THE TIME OF ARBITRATION, TO CONDUCT ARBITRATION AT A LOCATION OUTSIDE THIS STATE.

(G) A PROVISION WHICH PERMITS A FRANCHISOR TO REFUSE TO PERMIT A TRANSFER OR OWNERSHIP OF A FRANCHISE, EXCEPT FOR GOOD CAUSE. THIS SUBDIVISION DOES NOT PREVENT A FRANCHISOR FROM EXERCISING A RIGHT OF FIRST REFUSAL TO PURCHASE THE FRANCHISE. GOOD CAUSE SHALL INCLUDE, BUT IS NOT LIMITED TO:

(I) THE FAILURE OF THE PROPOSED FRANCHISEE TO MEET THE FRANCHISOR'S THEN CURRENT REASONABLE QUALIFICATION OR STANDARDS.

(II) THE FACT THAT THE PROPOSED TRANSFEREE IS A COMPETITOR OF THE FRANCHISOR OR SUBFRANCHISOR.

(III) THE UNWILLINGNESS OF THE PROPOSED TRANSFEREE TO AGREE IN WRITING TO COMPLY WITH ALL LAWFUL OBLIGATIONS.

(IV) THE FAILURE OF THE FRANCHISEE OR PROPOSED TRANSFEREE TO PAY ANY SUMS OWING TO THE FRANCHISOR OR TO CURE ANY DEFAULT IN THE FRANCHISE AGREEMENT EXISTING AT THE TIME OF THE PROPOSED TRANSFER.

(H) A PROVISION THAT REQUIRES THE FRANCHISEE TO RESELL TO THE FRANCHISOR ITEMS THAT ARE NOT UNIQUELY IDENTIFIED WITH THE FRANCHISOR. THIS SUBDIVISION DOES NOT PROHIBIT A PROVISION THAT GRANTS TO A FRANCHISOR A RIGHT OF FIRST REFUSAL TO PURCHASE THE ASSETS OF A FRANCHISE ON THE SAME TERMS AND CONDITIONS AS A BONA FIDE THIRD PARTY WILLING AND ABLE TO PURCHASE THOSE ASSETS, NOR DOES THIS SUBDIVISION PROHIBIT A PROVISION THAT GRANTS THE FRANCHISOR THE RIGHT TO ACQUIRE THE ASSETS OF A FRANCHISE FOR THE MARKET OR APPRAISED VALUE OF SUCH ASSETS IF THE FRANCHISEE HAS BREACHED THE LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT AND HAS FAILED TO CURE THE BREACH IN THE MANNER PROVIDED IN SUBDIVISION (C).

(I) A PROVISION WHICH PERMITS THE FRANCHISOR TO DIRECTLY OR INDIRECTLY CONVEY, ASSIGN, OR OTHERWISE TRANSFER ITS OBLIGATIONS TO FULFILL CONTRACTUAL OBLIGATIONS TO THE FRANCHISEE UNLESS PROVISION HAS BEEN MADE FOR PROVIDING THE REQUIRED CONTRACTUAL SERVICES.

* * * *

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL. ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO THE MICHIGAN DEPARTMENT OF THE ATTORNEY GENERAL, CONSUMER PROTECTION DIVISION, ANTITRUST AND FRANCHISE UNIT, 670 LAW BUILDING, LANSING, MICHIGAN 48913.

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G. MOTOR FUEL AGREEMENT

- Exhibit 1 Security Deposit Agreement
- Exhibit 2 Credit Network Agreement
- Exhibit 3 Incentive and Amortization Agreement, with exhibits (Exhibit A – Promissory Note; Exhibit B – Security Agreement)

H. CIRCLE K BRANDING AGREEMENT

- Exhibit 1 Proprietary Marks
- Exhibit 2 EFT Authorization
- Exhibit 3 Credit Network Agreement

I. SAMPLE TERMINATION AND RELEASE AGREEMENTS

- Exhibit I-1 Termination and Release Agreement (Convenience Store Franchise Agreement)
- Exhibit I-2 Mutual Termination Agreement and Release (Motor Fuel Agreement)

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ITEM 1
THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

To simplify the language in this Disclosure Document, "TMC," "we" or "our" means TMC Franchise Corporation, the franchisor. "You" means the person or persons, including legal entities and their owners, who are buying the franchise.

We were incorporated under the laws of the state of Arizona on February 7, 1995, under the name Circle K Franchise Corporation. On September 27, 1997, we changed our name to TMC Franchise Corporation. Our principal business address is 1130 West Warner Road, Tempe, Arizona 85284, (602) 728-8000.

Our agents for service of process are disclosed on Exhibit C.

Our Parents, Predecessors and Affiliates

Circle K Stores Inc. is our parent, the owner of all of our common stock, and the owner of the Circle K trademarks. Circle K Stores Inc. was incorporated under the laws of the State of Texas on June 8, 1951. The principal business address and telephone number of Circle K Stores Inc. is also 1130 West Warner Road, Tempe, Arizona 85284, (602) 728-8000. Circle K Stores Inc. has never offered franchises in any other line of business. Circle K Stores Inc. licenses TMC the right to use the trademarks in its franchise program.

Circle K Stores Inc. is a wholly-owned subsidiary of Circle K Delaware Inc., which is a Delaware corporation wholly-owned by 2701439 Alberta ULC, an Alberta unlimited liability company. 2701439 Alberta ULC is majority-owned and controlled by Mac's Convenience Stores Inc., which is an Ontario, Canada corporation. None of Circle K Delaware Inc., 2701439 Alberta ULC, or Mac's Convenience Stores Inc. have ever offered franchises in any line of business. The principal business address of Circle K Delaware Inc. is 1130 West Warner Road, Tempe, Arizona 85284, (602) 728-8000. Mac's Convenience Stores Inc. is, through other subsidiaries, wholly-owned by the ultimate parent, Alimentation Couche-Tard Inc. ("ACT"), a Canadian public company traded on the Toronto Stock Exchange. The principal business address for 2701439 Alberta ULC, Mac's Convenience Stores Inc. and ACT is 4204 Boulevard Industriel, Laval, Québec, Canada H7L 0E3.

As of the date of this Disclosure Document, ACT, through various subsidiaries, including TMC and Circle K Stores Inc., owns, operates or franchises in excess of 6,000 Circle K convenience stores (that may or may not include Motor Fuel Business or Branded Business) similar to the Store offered under this Disclosure Document in the United States. As of the date of this Disclosure Document, ACT, through various subsidiaries, including Circle K Stores Inc., owns, operates or franchises in excess of 4,000 Circle K motor fuel businesses similar to the Motor Fuel Business offered under this Disclosure Document in the United States. Additionally, Circle K Stores Inc. currently sells motor fuel to third parties who do not operate a motor fuel business under the Circle K trademarks.

ACT is one of the largest convenience store operators in North America, with over 2,000 stores in Canada that are company-operated, operating under the Circle K brand as well as other brands. TMC has not conducted the type of business to be operated by you, but Circle K Stores Inc. and its predecessors have been operating convenience stores since 1951 and motor fuel businesses since 1951. We have offered Circle K convenience store franchises for convenience store businesses since 1995. We have offered Circle

K motor fuel businesses since July 2011. We have offered Circle K branded businesses since July 2012. As of April 26, 2026 (the end of our last fiscal year), there were 587 franchised Circle K Stores (with or without Motor Fuel Business and/or Branded Business) in the United States operating under similar franchise agreements.

Under a separate franchise disclosure document, since October 2019, we have offered franchises for the operation of a combined retail convenience store and motor fuel business under the "Circle K" trade name and service marks and the Circle K business system for the sale of Circle K-sourced motor fuel under the "Circle K" trade name and service marks and grocery items, consumer goods, food service items and other merchandise ("Other Circle K Franchised Outlets"). TMC continues to offer and sell these Other Circle K Franchised Outlet franchise opportunities under a separate franchise disclosure document. As of April 26, 2026, there were 72 Other Circle K Franchised Outlets in the United States operating under a franchise agreement offered under such separate franchise disclosure document. Certain of the company-operated Circle K stores identified in Item 20 of this Franchise Disclosure Document are also referenced in item 20 of the other franchise disclosure document pursuant to which we offer the franchise for the Other Circle K Franchised Outlets because such company-operated stores operate under substantially similar operating systems and standards.

On May 28, 2009, TMC acquired the rights to the *On the Run*® franchise system from ExxonMobil Oil Corporation ("ExxonMobil"), including the rights to the *On the Run* trademarks and the existing *On the Run*® Convenience Store Franchise Agreements. TMC is the franchisor for 98 *On the Run* franchised locations and has the right to offer and sell franchises under the *On the Run* mark. The *On the Run* franchise is a convenience store program operated under the *On the Run* mark and in accordance with the *On the Run* franchise system. These locations are located in six states, primarily in the Eastern and Midwestern United States. TMC offers and sells the *On the Run* franchise opportunity under a separate franchise disclosure document. TMC operates the *On the Run* franchise business from its current principal place of business, 1130 West Warner Road, Tempe, Arizona 85284.

On March 16, 2015, Circle K Stores Inc. acquired The Pantry, Inc., which owns the rights to the Kangaroo Express® convenience store system, including the rights to the Kangaroo Express trademarks and the existing Kangaroo Express® convenience store assets. TMC has been offering and selling franchises under the Kangaroo Express marks for the operation of Kangaroo Express convenience stores since November 2015. TMC offers and sells the Kangaroo Express franchise opportunity under a separate franchise disclosure document. As of April 26, 2026, TMC is the franchisor of 87 Kangaroo Express franchised locations primarily in the Southeastern United States. TMC operates the Kangaroo Express franchise business from its current principal place of business, 1130 West Warner Road, Tempe, Arizona 85284.

On December 22, 2017, ACT acquired all of the membership interests of Holiday Stationstores, LLC and certain affiliated companies. As a component of this transaction, TMC acquired all of the membership interests of Holiday Diversified Services, LLC ("HDS") in exchange for a capital contribution, and so TMC is the direct parent of HDS. HDS is a franchisor of *Holiday Stationstores*® that sell automotive fuels and convenience stores products and services and that operate under the *Holiday Stationstores*® mark and in accordance with the *Holiday Stationstores*® franchise system. From the acquisition through July 2026, HDS offered and sold the *Holiday Stationstores*® franchise opportunity under a separate franchise disclosure document. HDS operates the franchise business from its principal place of business, 4567 American Boulevard West, Minneapolis, Minnesota 55437. As of April 26, 2026, there were 82 *Holiday Stationstores*® franchises operating in the U.S.

Circle K Stores Inc. has, directly or through its affiliates, offered Circle K licenses internationally since 1979. Circle K Procurement and Brands Limited, an affiliate of Circle K Stores Inc., offers Circle K franchises in a number of countries around the world. Circle K Procurement and Brands Limited's principal business address is: Topaz House, Beech Hill, Clonskeagh, Dublin 4, Ireland. As of April 26, 2026, there were over 2,000 Circle K licensed stores outside the U.S.

From 1987 until February 2012, TMC's affiliate, Mac's Franchise Management, LLC ("MFM"), organized in Delaware on August 29, 2002, with principal business address of 315 Commons Mall, Columbus, Indiana 47201, offered franchises for convenience stores under the Dairy Mart brand ("Dairy Mart Franchises"). In March 2012, MFM merged into its parent entity, Mac's Convenience Stores LLC, a Delaware limited liability company organized on April 27, 2001 ("MCS"), with MCS being the surviving entity in the merger. Following the merger in March 2012 and until December 2022, MCS offered Dairy Mart franchises in the U.S. MCS no longer offers Dairy Mart franchises. MCS's principal business address is 315 Commons Mall, Columbus, Indiana 47201. As of April 26, 2026, there were five Dairy Mart franchised stores in the U.S., all located in Ohio.

Except as noted in this Item 1, we and our predecessors and affiliates have not offered franchises in the convenience store business or in other lines of business.

The Franchise Offered

We offer to certain qualified franchisees a franchise arrangement for Circle K Stores which consists of a franchise agreement (the "Convenience Store Franchise Agreement") for the right to use the "Circle K" mark and other distinctive Marks, as defined below, and the business system in connection with the operation of a single Circle K convenience store business. In addition, we may, from time to time, enter into a Convenience Store Franchise Agreement with existing convenience store operators, existing dealers or existing marketers. From time to time, we also have offered and may offer in the future, franchises to certain types of operators whose sites are acquired in transactions. The terms and conditions of the Circle K convenience store franchises offered to those operators may be materially different from the terms and conditions described in this Disclosure Document. The Convenience Store Franchise Agreement which you will be required to sign is the form of Convenience Store Franchise Agreement attached to this Disclosure Document as Exhibit F. We also will provide you with training and continuing support as described in this Disclosure Document and will provide you access to an online copy of the Circle K Business Systems Manuals.

We previously also offered to certain qualified franchisees that wished to convert into Circle K Stores their multiple existing convenience stores and/or develop multiple new Circle K Stores the right to enter into a Multiple Site Operator Agreement. As of the date of this Disclosure Document, we no longer offer a Multiple Site Operator Agreement.

We also offer to qualified Circle K convenience store franchisees the right to offer and sell from their Circle K Store Circle K-sourced and branded motor fuel or motor fuel from a third-party source.

As of the date of this Disclosure Document, we only offer the Motor Fuel Business to franchisees who already operate, or agree to open and operate, a Circle K Store. We reserve the right in the future to offer a Motor Fuel Business to a person or entity that does not operate a Circle K Store. If you operate a Motor Fuel Business, you will sign our form Motor Fuel Agreement attached to this Disclosure Document

as Exhibit G ("Motor Fuel Agreement"). Franchisees operating a Motor Fuel Business under a Motor Fuel Agreement must purchase their motor fuel supply from us or our affiliate.

In addition, under the Branded Business, we offer to qualified Circle K convenience store franchisees the right to use and display the Circle K Marks (as defined below) in connection with the sale from their Circle K Store of motor fuel. Franchisees operating a Branded Business may obtain their motor fuel from any source, provided the motor fuel meets our standards and requirements. As of the date of this Disclosure Document, we offer the Branded Business only to franchisees who already operate, or agree to operate, a Circle K Store. We reserve the right in the future to offer a Branded Business to a person or entity that does not operate a Circle K Convenience Store. If you operate a Branded Business, you will sign our Branding Agreement (in the form attached hereto as Exhibit H, the "Branding Agreement").

We may select a service provider to provide services to you on our behalf related to the administration of the Circle K Business System. We refer to these service providers as "Regional Service Providers" ("RSPs") and their relationship with us qualifies them as "area representatives," as such term is used in the Multi-Unit Commentary issued by the Franchise and Business Opportunity Project Group of the North American Securities Administrators Association, Inc. As of April 26, 2026, we have four RSPs that provide, or will provide, support and assistance to franchisees located in Florida, Georgia, Washington, and Texas. You may or may not receive services from one of our RSPs. Other RSPs in other areas may be added at any time. Our RSPs are not sub-franchisors or co-franchisors, but instead are compensated for the services they provide.

The Circle K Stores

Circle K Stores are characterized by a unique system (the "Business System"), which includes distinctive exterior and interior design, decor, color schemes, and furnishings; uniform standards, specifications, and procedures for operations; quality and uniformity of products and services offered; procedures for inventory and management control; training and assistance; and advertising and promotional programs. A Circle K Store that is franchised to operate as a "Circle K" shall be a full-service convenience store with sufficient floor space, vehicle parking, and inventory levels to offer all of the merchandise and services of a traditional convenience store and that complies with the specifications of a Circle K Store as further described in the Business Systems Manuals. We may make changes in the Business System, operating standards, and facility, equipment, and fixture requirements. You may have to make additional investments in the franchised business periodically during the term of the Convenience Store Franchise Agreement if such changes are made or if the convenience store's equipment or facilities wear out or become obsolete, or for other reasons.

The Business System is identified by means of certain trade names, trademarks, service marks, logos, and commercial symbols (defined as the "Marks" in item 13), including the Circle K Mark, which provide recognition of the Business System to your customers.

Our Right to Supply Fuel

If at the time you enter into a Franchise Agreement with us, you are subject to a third-party fuel supply arrangement to sell at the Franchised Location third-party motor fuel, we will have a right (but not an obligation) to begin supplying Circle K branded fuel to you upon expiration of the third-party fuel supply arrangement (the "Franchisor Fuel Supply Right"). You will be required to provide written notice of the third-party fuel supply arrangement's expiration (the "Expiration Notice") to us at least six months prior to

the expiration of such third-party fuel arrangement (the date of such Expiration Notice, the "Notice Date"). If, prior to the Notice Date, you have secured a new bona fide written offer from a reputable third-party fuel supplier setting forth fuel supply terms for the Franchised Location that are binding on the offeror (a "Third-Party Fuel Offer"), you will be required to provide to us a copy of the Third-Party Fuel Offer (including related documentation) together with the Expiration Notice.

If we wish to exercise the Franchisor Fuel Supply Right, we will deliver written notice to that effect ("Notice of Exercise") to you within 30 days of our receipt of the Expiration Notice. Upon delivery of the Notice of Exercise, we and you will then work together to accomplish a smooth transition of the fuel supply at the Franchised Location from the third-party supplier to us, and in connection therewith, we and you will enter into, as soon as reasonably practicable: (i) our standard form of franchise agreement for the operation of the Other Circle K Franchised Outlet (i.e., a combined retail convenience store and motor fuel business operating under the Circle K trade name and service marks and the Circle K business system) (such franchise agreement, which Circle K Business Franchise Agreement will replace and supersede your existing Franchise Agreement; provided, that you will not be required to pay an Initial Franchise Fee, and (ii) all related agreements, including, without limitation, a Motor Fuel Supply Agreement then-offered by us, pursuant to which we will supply Circle K branded fuel to you at the Franchised Location, in accordance with the terms included in our then-current Franchise Disclosure Document for the Other Circle K Franchised Outlets, provided, that if you have timely presented to us a Third-Party Fuel Offer as described above, the Motor Fuel Supply Agreement will be revised to include substantially the same price and delivery terms as such Third-Party Fuel Offer. You acknowledge that the Circle K Business Franchise Agreement may include terms and conditions (including fees, funding and requirements related to technology and reporting) that may be materially different from the terms and conditions of the Franchise Agreement.

If we elect not to exercise our Franchisor Fuel Supply Right, your acceptance of a Third-Party Fuel Offer will be subject to our prior written approval of the brand of fuel to be offered at the Franchised Location. If we elect to exercise the Franchisor Fuel Supply Right but you refuse to sign the Circle K Business Franchise Agreement or any other related agreement, we will have the right to terminate the Franchise Agreement, and if we exercise such termination right, you will be subject to all of the post-termination obligations thereunder, including, without limitation, an obligation to pay Liquidated Damages under the Franchise Agreement.

<u>The Motor Fuel Business</u>

The Motor Fuel Business is characterized by a unique system (the "Motor Fuel System") which includes required signage; uniform standards, specifications and procedures of operation; quality and uniformity of products and services offered; and business assistance. A Motor Fuel Business will offer only Circle K-branded fuel, except as otherwise noted in the Motor Fuel Agreement. We or our affiliate will be the only supplier of Circle K-branded fuel. We may make changes to the Motor Fuel System from time to time, and you may be required to make additional investments in the Motor Fuel Business periodically during the term of the Motor Fuel Agreement if such changes are made or if your Motor Fuel Business's equipment wears out or becomes obsolete.

The Motor Fuel System is identified by Marks, including the Circle K Mark, which provides recognition of the Motor Fuel System to your customers.

The Branded Business

The Branded Business is characterized by a unique system (the "Branded System") which includes required signage and uniform standards, specifications and procedures of operation. In connection with the operation of the Branded Business, you may obtain your motor fuel from any source, provided such fuel meets our standards and requirements. We may make changes to the Branded System from time to time, and you may be required to make additional investments in the Branded Business periodically during the term of the Branding Agreement.

The Branded System is identified by the Marks, including the Circle K Mark, which provides recognition of the Branded System to your customers. If you operate a Branded Business, you may license the Marks to third party retailers that we approve. You will be responsible for ensuring that these third-party retailers comply with all obligations and requirements relating to the licensing of the Marks.

General Market and Competition

The convenience store and motor fuel businesses are highly competitive with respect to products, price, service, location, food service, and quality of service, and is often affected by changes in consumer tastes, economic conditions, population, and traffic patterns. You must anticipate competing with numerous other convenience stores and motor fuel businesses offering a wide range of comparably priced products and services and a wide variety of service formats. The businesses with which you should expect to compete include, in general, national or regional chains and other franchised systems, and independently owned and operated local businesses located in the area of your Store, Motor Fuel Business and/or Branded Business which offer similar products and services to the same customers, as well as traditional grocery stores and gas stations.

On the whole, convenience store and motor fuel business sales tend to be higher in the summer months, although the difference in sales from season to season varies depending upon the climate where a particular business is located. Your business will also be affected by its location, the locations of competing stores and other businesses, your financial and managerial capabilities, availability of labor, interest rates, changes in traffic patterns, demographic or cultural conditions, and other factors. There is also active competition for management and service personnel, as well as for attractive commercial real estate sites suitable for convenience stores and motor fuel businesses.

Industry-Specific Regulations

When developing a convenience store, you must consider local land use planning and zoning requirements, national and local environmental requirements, employment law matters, occupational health and safety regulations, the Americans With Disabilities Act, and any other regulations specific to the convenience retail business. In some states you may be required to obtain alcohol, tobacco, lottery, restaurant, pharmacy, business and occupational, food products, fuel retailing, and miscellaneous other permits in addition to permits that are otherwise required for convenience stores. Some states may also have laws regarding who may secure these permits. For this reason, we recommend you retain an attorney or other advisor to advise you on regulations specific to the state where your Store will be located.

Additionally, if you operate a Motor Fuel Business or Branded Business you must comply with all local, state and federal laws, statutes and ordinances related to the sale of motor fuel and environmental protection and compliance. You also must comply with all applicable local, state and federal underground

storage tank ("UST") requirements whether currently in effect or which may come into effect in the future, including, but not limited to: (i) required inspections of any release detection equipment for USTs and product lines; (ii) required inspections of any automatic tank gauging equipment; and (iii) maintenance and required inspections of any vapor recovery equipment. You must become informed about and comply with all applicable local, state and federal requirements related to the generation, handling, transportation, treatment, storage and/or disposal of solid or hazardous wastes. You also must implement appropriate recycling, waste management and waste minimization practices and procedures as necessary to remain in compliance with all applicable local, state and federal environmental protection and compliance requirements.

ITEM 2
BUSINESS EXPERIENCE

Director of TMC, Mark Ostoits

Mr. Ostoits works from Greenwood Village, Colorado and has been a Director of TMC since April 2025. Mr. Ostoits was appointed Senior Vice President, Operations of Circle K Stores, Inc. in July 2024. Previously, Mr. Ostoits served as Vice President, Operations, Southeast, of Circle K Stores, Inc. from May 2017 until July 2024.

Director and Secretary, Kathleen Cunnington

Ms. Cunnington works from Tempe, Arizona and has been a director and Secretary of TMC since March 2012. Since January 2024, Ms. Cunnington has also served as Senior Vice President, Global Capabilities Network of Circle K Stores Inc. Prior to that, she served as Senior Vice President, Shared Services of Circle K Stores Inc. from January 2018 until December 2023. From January 2014 until December 2017, she was Vice President, Shared Services of Circle K Stores Inc.

President of TMC and Vice President of Worldwide Franchise, Pat Fitzpatrick

Mr. Fitzpatrick works from San Antonio, Texas, and has been President of TMC and Vice President of our Worldwide Franchise Business Unit since February 2022. Prior to that, Mr. Fitzpatrick served as Head of Full Franchise of TMC from March 2021 to January 2022, Divisional Operations Director of Circle K Stores Inc. from July 2020 to February 2021, and Marketing Director for the Texas Business Unit of Circle K Stores Inc. from July 2017 to June 2020.

Director of Franchise Operations – Southeast, Jeff Calvillo

Jeff Calvillo works from Granite Bay, California, and has been Director of Franchise Operations – Southeast for TMC since May 2026. From February 2023 to April 2026, Mr. Calvillo was the Director of Franchise Operations – Northwest for TMC. From July 2016 to January 2023, he was the Director of Operations for our global international licensees, with our affiliate, Circle K Stores Inc. From November 2004 to December 2015, he was the Director of Franchise Operations – West Coast for TMC.

Director of Franchise Operations – West Coast, Dan Black

Mr. Black works from Corona, California, and has been the Director of Franchise Operations – West Coast of TMC since May 2026. From January 2019 to April 2026, Mr. Black was the Director of Franchise

Operations – Southern California for TMC. From June 2005 to December 2018, Mr. Black was our Franchise Development Manager in Southern California.

Assistant Secretary and Director of Franchise Planning and Finance, Justin Shelton

Mr. Shelton works from Tempe, Arizona, and has been Assistant Secretary and Director of Franchise Planning and Finance of TMC since February 2024. From November 2022 to January 2024, Mr. Shelton served as Corporate Controller for CleanFreak in Tempe, Arizona. Mr. Shelton was the Corporate Controller for Signature Analytics from May 2022 to October 2022 in Scottsdale, Arizona. Mr. Shelton was the Assistant Controller of Alter Domus North America from July 2020 to April 2022, in Chicago, Illinois.

Director of Franchise Operations – Northeast, Pete Radziewicz

Mr. Radziewicz works from Hudson, New Hampshire and has served as Director of Franchise Operations – Northeast of TMC since March 2015. From June 2009 to February 2015, Mr. Radziewicz was our Franchise Business Consultant.

Fuels Manager, Franchise – U.S./Ontario, Joseph Bair

Mr. Bair works from Charlotte, North Carolina and has served as our Fuels Manager, Franchise since October 2018. From January 2018 to October 2018, he was Manager of Training, Wholesale Fuels for Circle K Stores Inc. From June 2016 to January 2018, he was Fuel Strategy & Project Manager, Mexico for TMC. From August 2006 to June 2016, he was Fuels Manager, Southeast for Circle K Stores Inc.

RSPs

A list of RSPs is attached to this Disclosure Document as Exhibit L.

ITEM 3
LITIGATION

Pending Litigation:

Casciani et al. v. Knowledge Support Systems, Inc. d/b/a Kalibrate, et al., Case No. 2:26 cv 02211 (E.D. Cal., filed June 22, 2026). A putative class action, on behalf of gasoline purchasers in California, alleges that Kalibrate and numerous fuel retailers (including Circle K Stores Inc. and TMC Franchise Corporation ("Circle K Parties")) engaged in an unlawful price fixing scheme through the use of Kalibrate's algorithmic fuel pricing platform, resulting in supracompetitive gasoline prices in California in violation of the Cartwright Act (Cal. Bus. & Prof. Code, Sect. 16720) and California's Unfair Competition Law (Cal. Bus. & Prof. Code Section 17200, seq). Plaintiffs seek certification as a class action, damages and restitution in unstated amounts, attorneys' fees and injunctive relief. The matter is in its very early stages and remains pending. The Circle K Parties deny all claims and will vigorously defend the claims.

Concluded Litigation:

TMC Franchise Corporation v. Broadway Restaurants, Inc., Zuri Barnes, Case No. 21STCV 19544 (Los Angeles County Sup. Ct.). On September 13, 2019, TMC terminated for cause the Circle K franchise

agreement with Broadway Restaurants, Inc. ("BRI"), after BRI failed to cure its defaults under the franchise agreement, following several opportunities to cure provided by TMC. Following the termination, TMC made multiple attempts to contact BRI to cause BRI to comply with its post-termination obligations. When such attempts proved unsuccessful, on May 25, 2021, TMC filed this action against BRI and Zuri Barnes, BRI's guarantor under the terminated franchise agreement (collectively with BRI, the "Defendant"), due to the Defendant's failure to comply with its post-termination obligations under its terminated franchise agreement, including failure to de-identify the Circle K store operated under the franchise agreement and failure to pay liquidated damages as required under the franchise agreement. TMC sought damages of $61,444 as well as recovery of attorneys' costs and fees. Defendant filed a cross-complaint on September 17, 2021, seeking damages in excess of $5,000,000 and alleging that TMC failed to comply with its obligations under the Circle K franchise agreement, including failing to advertise Defendant's Circle K store, engaging in price fixing, and failing to deposit rebates to Defendant, which actions the Defendant further alleged constituted a breach of the implied covenant of good faith and fair dealing, and unfair business practices under California Business & Professions Code section 17200. TMC disputed all material allegations against it and that Defendant was entitled to any purported damages Promptly after the filing of the cross-complaint, TMC filed a demurrer requesting the court to dismiss the cross-complaint in its entirety, as well as a motion to strike portions of the cross-complaint, including the damages requested, as contrary to well-established California law. The Court granted the demurrer in part and limited Defendant's right to claim damages. The parties settled the dispute on December 29, 2022, pursuant to which settlement Defendant paid TMC $30,722, and the parties entered into mutual releases of liability and filed a stipulation of dismissal, with prejudice, of the lawsuit.

Universal Property Services, Inc., et al. v. Lehigh Gas Wholesale Services, Inc., et al., Case No. 3:20-CV-03315-FLW-TJB (D. N.J.). A former franchisee and its guarantor ("Plaintiffs") filed a lawsuit in the U.S. District Court for New Jersey on March 26, 2020, against Lehigh Gas Wholesale Services, Inc., Lehigh Gas Wholesale LLC, and LGP Realty Holdings LP (together, "Lehigh Defendants"). On April 10, 2020, Plaintiffs filed an amended complaint adding TMC Franchise Corporation ("TMC") and Circle K Stores, Inc. ("Circle K Stores") as defendants and asserting new claims against them. The amended complaint included common law and statutory claims alleging that TMC and Circle K Stores made misrepresentations and omissions in connection with the sale of 17 existing corporate-owned Circle K® convenience stores to Plaintiffs in 2019. The amended complaint also alleged that Circle K Stores wrongfully invoiced the franchisee under amended inventory agreements. In June 2020, TMC filed a motion to dismiss all claims against it and Circle K Stores filed a motion to dismiss all but one of the claims against it. On April 30, 2021, the district court directed Plaintiffs to file a Second Amended Complaint in light of its ruling that Florida law would not apply. On May 21, 2021, Plaintiffs filed a Second Amended Complaint against TMC, Circle K Stores, and the Lehigh Defendants. The Second Amended Complaint included the same common law claims against TMC and Circle K Stores alleging misrepresentations and omissions. It also included a claim under the Arizona Consumer Fraud Act against TMC based on the same allegations. Finally, it included the same breach-of-contract claim against Circle K Stores. The Second Amended Complaint, however, dropped all statutory claims against Circle K Stores. Plaintiffs alleged damages in excess of $10 million against TMC and Circle K Stores. TMC also filed a counterclaim against Plaintiffs for liquidated damages arising under the Franchise Agreements as a result of Plaintiffs materially breaching those agreements. TMC sought over $1.1 million in damages from Plaintiffs. The parties settled the dispute on July 2, 2024 pursuant to which settlement TMC and Circle K Stores, without admitting any fault or liability, collectively paid Plaintiffs $180,000, and the parties entered into mutual releases of liability and filed a stipulation of dismissal, with prejudice, of the lawsuit.

TMC Franchise Corporation et al. v. Golen, et al., Case No. 6:19-CV-1970 (M.D. Fla.). TMC Franchise Corporation ("TMC") and its parent company Circle K Stores, Inc. ("Circle K Stores") filed a lawsuit in the U.S. District Court for the Middle District of Florida on October 16, 2019, against its former franchisee Ishan Interprices, Inc., and the former franchisee's guarantors Narinder Golen and Poonam Golen (together, "Defendants"). TMC filed an amended complaint on December 20, 2019, alleging that Defendants, after early termination of the franchise agreement, failed to pay liquidated damages under the franchise agreement and amounts owed under a funding agreement. Defendants filed counterclaims alleging that certain inventory-related terms of the franchise agreement were unconscionable and alleging incomplete disclosures during the franchise sales process in violation of Florida's Unfair and Deceptive Trade Practices Act. Defendants sought rescission of the franchise agreement, return of all money paid by Defendants, any other damages necessary to return the parties to a pre-contractual state, damages available under Florida's Unfair and Deceptive Trade Practices Act, and attorneys' fees and costs. The parties resolved the lawsuit through a settlement agreement effective April 27, 2020, which included mutual releases of claims and payment of certain amounts to TMC and Circle K Stores.

TMC Franchise Corporation v. J & S Group Inc., et al., Case No. CV2024-015481 (Maricopa County, Superior Court). On June 14, 2024, TMC Franchise Corporation ("TMC"), filed a lawsuit against Defendants J & S Group Inc. ("J & S") and its principal, Jagjit Singh, for breach of the Motor Fuel Agreement governing a franchised fuel facility and convenience store in San Bernardino, California. TMC also brought a breach of guaranty claim against Singh and his wife Sandeep Pandher. Defendants breached the Motor Fuel Agreement by removing Circle K branding elements from the fuel canopy and pumps (while retaining branding on the convenience store) and purchasing unbranded fuel from unapproved supplier. TMC secured preliminary injunctive relief enjoining J&S from purchasing unbranded fuel from the unapproved supplier and requiring J&S to continue purchasing fuel from TMC, and the parties entered into a settlement agreement dated October 21, 2024, pursuant to which TMC permitted J&S to rebrand its fuel facility to the "Gulf" brand and agreed to be the exclusive supplier of Gulf-branded fuel to J&S. In addition, TMC agreed to pay $125,000 to J&S as an incentive payment to maintain the franchise and fund $100,000 in improvements to the premises where the convenience store and fuel facility are located. The parties also extended the term of the Motor Fuel Agreement to match the term of the franchise agreement, plus an extension of two months. The parties executed the final documents documenting the term extension and the rebranding of the fuel facility effective June 6, 2025.

Administrative Orders Involving Affiliates and not involving Franchisor:

Decision and Order and Order to Maintain Assets of the United States Federal Trade Commission ("FTC") in the Matter of Alimentation Couche-Tard Inc., a corporation, and CrossAmerica Partners LP, a limited partnership; Docket No. C - 4635, FTC file number 171-0184. In connection with the acquisition by ACT of equity interests in HDS and certain of its affiliates, as described in Item 1 of this Disclosure Document (the "Transaction"), on November 29, 2017, ACT and CrossAmerica Partners, LP ("CAPL" and collectively with ACT, "Respondents") executed an Agreement Containing Consent Orders with the Federal Trade Commission ("FTC") (the "Consent Agreement"). The Consent Agreement contained an Order to Maintain Assets, which was issued on December 15, 2017, and a Decision and Order (the "Order"), which was issued on February 15, 2018 following a statutory public comment period. The Consent Agreement resolves allegations by the FTC that the Transaction violates the Clayton Act, as amended, 15 U.S.C. section 18, and the Federal Trade Commission Act, as amended, 15 U.S.C. section 45. Pursuant to the Consent Agreement, Respondents were required to divest a total of 10 convenience stores operated by Respondents or their affiliates. Three of such stores were Holiday Stationstore locations in Wisconsin

operated by CAPL, as a franchisee of HDS. The signing of the Consent Agreement was for settlement purposes only and does not constitute any admission of liability by Respondents. These stores were divested in September 2018, after the June 15, 2018 deadline specified in the Order. As a result, on July 6, 2020, the FTC filed a Complaint for Civil Penalties Pursuant to Section 5(l) of the FTC Act against Respondents to obtain civil penalties for violations of the Order, alleging that Respondents failed to timely divest the 10 stores as required under the Order, failed to provide accurate and detailed information in their compliance reports as required under the Order, and failed to maintain business operations at one of the stores as required under the Order. Also on July 6, 2020, the parties entered into a Stipulation on Final Judgment against Respondents in settlement of disputed claims and without any admission of liability by Respondents, pursuant to which Respondents agreed to pay a civil penalty of $3,500,000 within 30 days of the final judgment.

Other than the actions described above, no litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Single Store Development

Initial Franchise Fee

If you are signing one Convenience Store Franchise Agreement for a single Circle K Store, the Initial Franchise Fee is $25,000. The Initial Franchise Fee must be paid with a cashier's check in a lump sum and is paid when you sign the Convenience Store Franchise Agreement. Except as noted below, the Initial Franchise Fee is earned upon receipt and is non-refundable. During our last fiscal year, the Initial Franchise Fees paid to us for a single Circle K Store ranged from $1,000 to $25,000. The low end of the range represents the Initial Franchise Fee being reduced in connection with the signing of a single store Franchise Agreement after having entered into a Multiple Site Operator Agreement.

If you agree to develop up to nine Stores, the Initial Franchise Fee you will pay for your first Store will be $25,000, but we may reduce the Initial Franchise Fee you will pay for each additional Store you agree to develop consistent with the multi-store operator Initial Franchise Fee schedule (the "Non-MSO Initial Franchise Fee Schedule") in effect at the time you sign a franchise agreement for your additional Store. The current Non-MSO Initial Franchise Fee Schedule is as follows:

	Amount of Initial Franchise Fee Per Store	
Number of Stores	**Less than Six Franchise Agreements Signed at Same Time**	**Six or More Franchise Agreements Signed at Same Time**
Store 1	$25,000	$10,000
Stores 2-5	$15,000	$10,000
Stores 6+	$10,000	$10,000

As an illustration, if upon becoming our franchisee, you agree to open two Stores, regardless of whether you sign both franchise agreements at the same time, you will pay a total Initial Franchise Fee of $40,000 ($25,000 for the first Store and $15,000 for the second Store). However, if you agree to open six Stores and you sign all six franchise agreements with us at the same time, you will pay an Initial Franchise Fee equal to $10,000 per Store, totaling $60,000 for all six Stores. We reserve the right to change or withdraw this program at any time.

In connection with signing the Franchise Security Deposit Agreement (the "Franchise Security Agreement"), attached as Exhibit 7 to the Franchise Agreement, you will pay us a Franchise Security Deposit equal to $10,000. This is only applicable for the Convenience Store Franchise Agreement.

The Franchise Security Deposit will be deposited into a non-interest-bearing account (the "Franchise Security Deposit Account").

The Franchise Security Deposit is paid to ensure you de-brand the Store, and comply with other post-termination obligations, after termination, non-renewal or expiration of the Franchise Agreement.

Upon termination, expiration or non-renewal of the Franchise Agreement, we may also draw upon the Franchise Security Deposit to satisfy any past due amounts, loss, damage, injury or liability caused by your failure to perform any condition, covenant or term of or make any payment under the Franchise Agreement. Any remaining balance of the Franchise Security Deposit Account will then be refunded to you no later than sixty (60) after the termination, expiration or non-renewal of the Franchise Agreement.

Motor Fuel Business

In connection with signing the Motor Fuel Security Deposit Agreement (the "Motor Fuel Security Agreement"), attached as Exhibit 1 to the Motor Fuel Agreement, you will pay us a Motor Fuel Security Deposit in an amount ranging from $20,000 to $50,000. The Motor Fuel Security Deposit you will be required to pay will depend on a number of factors, including the geographic region in which your franchise is located.

The Motor Fuel Security Deposit will be deposited into a non-interest-bearing account (the "Motor Fuel Security Deposit Account").

The Motor Fuel Security Deposit is paid to secure your payment of all monies due under, and performance and observance of all the terms, covenants and conditions contained in the Motor Fuel Agreement. If you fail to timely pay any amount due and owing under the Motor Fuel Agreement, we may draw upon the Motor Fuel Security Deposit and apply the funds toward the payment of an amount due and owing to us. If we draw upon the Motor Fuel Security Deposit, you must immediately pay us an amount sufficient to restore the Motor Fuel Security Deposit to its prior level.

Upon termination, expiration or non-renewal of the Motor Fuel Agreement, we may also draw upon the Motor Fuel Security Deposit to satisfy any past due amounts, loss, damage, injury or liability caused by your failure to perform any condition, covenant or term of or make any payment under the Motor Fuel Agreement. Any remaining balance of the Motor Fuel Security Deposit Account will then be refunded to you.

If the premises where your Motor Fuel Business is located are owned by us or our affiliate, we may reduce or waive the amount of Motor Fuel Security Deposit you are required to pay.

Branded Business

You will not pay any initial fees to TMC or its affiliates in connection with any Branded Business you operate.

Vet Fran Program

We participate in the Veterans Transition Franchise Initiative (commonly referred to as "Vet Fran") which seeks to provide opportunities for veterans who want to be in business. If you provide acceptable documentation that you have received an honorable discharge from the United States Army, Navy, Air Force, Marine Corps or Coast Guard, you may be eligible to receive a 10% discount off of the Initial Franchise Fee amount due at the time you sign the Convenience Store Franchise Agreement.

ITEM 6
OTHER FEES

Circle K Store

Type of Fee	Amount	Due Date	Remarks
Royalty Fees	Single Site Operator 3.5% to 6.0% of total Gross Sales, with a minimum of $1,000 per month[2]	Currently payable monthly on the 25th day of each month by electronic funds transfer. We reserve the right to change the due date upon 30 days' prior notice.	See Notes 1-3
Royalty for Additional Business product or service offering	Currently, 1.0% of total Gross Sales of an Additional Business.	Payable at the same time and in the same manner as Royalty Fees.	See Note 4 We reserve the right to increase this royalty to up to 2% during the term of the Franchise Agreement.
Optional Program Fees	Varies depending on the program but ranges from 5% to 75% of Optional Program revenue	Payable at the same time and in the same manner as Royalty Fees.	See Note 5
Promotional Fees	General Promotional Fee: 0.25% of Gross Sales (on Gross Sales of up to $125,000) for general promotional costs Local and Regional Promotional Fee: Up to 1.25% of Gross Sales (on Gross	Payable at the same time and in the same manner as Royalty Fees.	See Note 6

Type of Fee	Amount	Due Date	Remarks
	Sales of up to $125,000) for local and regional promotional costs National Promotional Fee: Up to 0.25% of Gross Sales (on Gross Sales of up to $125,000)		
Interest	Lower of maximum legal rate allowed by law or 1½% per month	See Note 7	Interest on late payments is non-refundable. See Note 7
Late Fee	$25 per day beginning on the 11th day after the due date	11th day after the due date	If you fail to provide us when due any sales, financial statements or other report and such failure continues for a period of 10 days past the due date you must pay us a late fee
Insufficient Funds Fee/EFT noncompliance fee	Currently $50 per payment (or per day of noncompliance, as applicable) or the maximum legal rate allowed by law	Upon demand	Payable if insufficient funds are available in your account at the time payment is due under the Convenience Store Franchise Agreement. We reserve the right to increase this fee, but as of the date of this Disclosure Document we don't anticipate any increase to be more than 20% annually.
Audits and Inspections	Our actual cost of audit/inspection plus late payments as noted above; annual cost of inspection generally ranges from $0 to $400	See Note 8	Costs include travel, salaries and other expenses. See Note 8
Inspection Noncompliance Fee	The then-current fee; currently $1,000 per failed inspection, plus reimbursement of our costs incurred in connection with the failed inspection	Upon demand	If you fail to fully cooperate with a store inspection, you will be in default under your Franchise Agreement, and in addition to curing the

Type of Fee	Amount	Due Date	Remarks
			default, you will be required to pay this fee and reimburse us for our costs. We reserve the right to increase this fee but as of the date of this Disclosure Document we don't anticipate any increase to be more than 20% annually.
Software License Fee	$0 per month (currently)	Payable at the same time and in the same manner as Royalty Fees.	Right to charge upon sixty (60) days written notice. See Note 9 If we were to begin charging a fee, as of the date of this Disclosure Document, we don't anticipate this fee to be more than $1,000 per Accounting Period.
Transfer Fee	The then-current Initial Franchise Fee	Payable prior to or on the date of transfer	Reduced Transfer Fee may apply in certain circumstances. See Note 10
Relocation Fee	50% of then-current Initial Franchise Fee	Payable prior to the relocation date	Only payable if you move the location of your Store during the term.
Liquidated Damages (Convenience Store Franchise Agreement)	An amount equal to royalty payments for a period equal to lesser of 48 months or the remaining term of the Convenience Store Franchise Agreement, based on the average monthly royalty fee payments payable by you for the most recent 12-month period or for a shorter period if the Convenience Store Franchise Agreement hasn't been in effect for 12 months.	Payable upon termination of the Convenience Store Franchise Agreement	See Note 11

<table>
<tr><th>Type of Fee</th><th>Amount</th><th>Due Date</th><th>Remarks</th></tr>
<tr><td>Debit/Credit Card Fee/Service Charge</td><td>The then-current fees

Fees as of the date of the FDD:
Network Fee: see below
Per-Transaction and Processing Fees:
<table>
<tr><th>Card Type</th><th>Per Transaction Fee</th><th>Processing Fee</th></tr>
<tr><td>Visa</td><td rowspan="3">$ 0.12</td><td rowspan="3">1.80%</td></tr>
<tr><td>MasterCard</td></tr>
<tr><td>Debit</td></tr>
<tr><td>All Others</td><td>$ 0.12</td><td>3.25%</td></tr>
</table></td><td>Upon demand</td><td>If you do not sell fuel at the Franchised Location, you will be required to process debit/credit cards through the TMC Network and pay us any debit/credit card (processing) fees and/or service (transaction) fees that we charge in connection with debit/credit card transactions. TMC reserves the right to modify the fees from time to time on 30 days' advance written notice, but as of the date of this Disclosure Document we don't anticipate any increase to be more than 20% annually. See Note 12.</td></tr>
<tr><td>Network Fee</td><td>The then-current fee; currently $50 per month</td><td>Payable at the same time and in the same manner as Royalty Fees.</td><td>The Network Fee is charged to those franchisees that process debit/credit cards through the TMC Network. TMC has the right to modify the Network Fee from time to time on 30 days' advance written notice, up to an increase of 20% in any 12-month period. See Note 12.</td></tr>
<tr><td>Liquidated Damages (Credit Network Agreement)</td><td>An amount equal to the lesser of (i) 48 or (ii) the remaining number of months under the term of the agreement, multiplied by $3,000.</td><td>Payable upon termination of the Credit Network Agreement</td><td></td></tr>
</table>

Type of Fee	Amount	Due Date	Remarks
Renewal Fee	$5,000	See Note 13	See Note 13

Notes to table:

Unless otherwise stated in this Disclosure Document, all fees are imposed by and payable to us or our affiliates and are nonrefundable. The fees outlined in this table are uniformly imposed throughout the Circle K convenience store system except as provided for herein.

[1] The Royalty Fee is based upon a percentage of Gross Sales. "Gross Sales" means the total dollar income from the sale of all goods, wares, merchandise, and services sold (including car wash services provided using the Marks and revenue derived from electric chargers at or around the Franchised Location), whether sold for cash, for payment by check, on credit, on barter or otherwise, without reserve or deduction for the inability or failure to collect from customers, and all other items of value received by you as payment in the course of such operations (including, without limitation, handling and placement fees and fees for the operation of coin-operated and other machines), excluding the following:

(i) motor fuel sales, car wash revenues (provided the car wash is not using the Marks), money orders, lottery, pay phones, ATMs, postage stamps, pre-paid phone card, gift cards, and gaming machines;

(ii) sales from other approved royalty-based franchises that require separate point-of-sale equipment as part of their business system (excluding any approved Additional Business (as defined below in Note 5) which is subject to the separate Co-Branded Royalty Fee noted in the table above);

(iii) authorized cash or credit refunds made upon transactions that were previously included in Gross Sales, not exceeding the selling price of merchandise returned by the purchaser and accepted, which refunds may be deducted from Gross Sales in the month made;

(iv) the amount of any separated, collected, and stated city, county, state, or federal sales, luxury, or excise tax on such sales, which you pay directly to the taxing authorities rather than to suppliers; provided, however, that no franchise or capital-stock tax or any other similar tax based upon income, profits, or gross sales shall be deducted from Gross Sales; and

(v) other products or services we may from time to time approve in writing for calculation of gross sales on the basis of earnings as opposed to sales proceeds.

From and after opening of your Store, your monthly Royalty Fee will be the greater of (x) $1,000 or (y) the amount calculated based on the applicable percentage of Gross Sales as noted herein.

You are prohibited from operating another business, including another royalty-based franchised business with separate point-of-sale equipment, at your Store or at the Franchised Location, unless you obtain our prior written consent. Our consent may be conditioned on your agreement that sales from any such other business will be included in Gross Sales for the purposes of calculating your Royalty and Promotional Fee payments under your Franchise Agreement. Operation of any such other business at your Store or at the Franchised Location without our prior written consent will be a material breach of your Franchise Agreement.

Royalty Fees are payable to us and are non-refundable. All monthly payments required by the Convenience Store Franchise Agreement must be paid by electronic funds transfer via the Automated Clearing House ("ACH") or wired to us or our affiliate by the 25th day of each month for the preceding calendar month's business activity. If the 25th day of the month falls on a Saturday or Sunday, such fees shall be paid on the Monday following the 25th day of the month. Any payment not actually received on or before such date will be deemed overdue.

[2] Your monthly Royalty Fee rate will depend on: (i) the amount of Equipment/Construction Funding you choose to accept from us, (ii) whether your Store is located in an area that prohibits or restricts the collection of royalties on the sale of alcoholic beverages, and (iii) whether we allow you to install gaming machines in the Store. Based on the level of Equipment/Construction Funding you accept from us, your Royalty Fee rate will be determined as follows: (a) If you are a single site operator and you choose not to accept any Equipment/Construction Funding from us, your Royalty Fee rate will be 3.5% of Gross Sales; (b) if you accept Level 1 Equipment/Construction Funding we offer to you, your Royalty Fee rate will be 4.25% of Gross Sales; (c) if you accept the Level 2 Equipment/Construction Funding we offer to you, your Royalty Fee rate will be 5.0% of Gross Sales; or (d) if you accept Level 3 Equipment/Construction Funding we offer to you, your Royalty Fee rate will be 6.0%.

See ITEM 10 for the definitions of the various levels of funding. In addition, if your Store is located in an area that prohibits or restricts the collection of royalties on the sale of alcoholic beverages, your Royalty Fee rate will be increased by 0.5%; provided the definition of Gross Sales (as outlined above) will not include any income from the sale of alcoholic beverages. Finally, if we allow you to install gaming machines in your Store, your Royalty Fee rate will be further increased by up to 1%.

If, following a transfer or a renewal of the Franchise Agreement, you fail to complete, within 9 months of the transfer or renewal (as applicable), the required upgrades and renovations as outlined in writing to conform the Business to our then-current standards and image (the "Required Upgrades"), the Royalty Fee will be increased by 1% starting the calendar month immediately following the expiration of the 9-month period until such time as the Required Upgrades have been completed and we provide notice of said completion and the default is cured. In addition, we reserve the right to exercise all other rights available to it under the Franchise Agreement and applicable law, including, without limitation, the right to terminate the Franchise Agreement.

[3] The Royalty Fee may also be reduced or temporarily waived if the Franchise Agreement is for a store located in a particular geographic area where there is a very limited number of existing Circle K stores. It may also be reduced or temporarily waived as a result of a franchisee's entering into, or having previously entered into, a motor fuel agreement with us or our affiliate or if we have a relationship with franchisee's motor fuel supplier. The monthly Royalty Fee may be increased by up to 1% if you keep your Store open less than 24 hours per day (and 24-7 operation is not prohibited by the law) or you utilize a pass-through window or bullet-resistant glass surrounding the sales counter for any time period.

[4] You must obtain our written approval prior to operating any other business from your Store. If we approve a separate food service business to be operated from your Store (such separate business, an "Additional Business"), you will be required to pay us a separate Co-Branded Royalty Fee as a percentage of the Additional Business's Gross Sales. This fee is due at the same time and under the same conditions as your Store Royalty Fee. TMC may, in its sole determination, approve an unaffiliated third-party operator of the Additional Business within the Store, subject to such terms and conditions as TMC may from time to time establish. You must provide a copy of your lease with the third-party Additional Business operator, and

the third-party operator must provide its executed franchise agreement with the Additional Business franchisor to TMC prior to occupying the Store and/or must enter into an agreement with TMC in a form provided by TMC. Currently, we charge a Co-Branded Royalty Fee of 1% of an Additional Business's Gross Sales, but we reserve the right to charge up to 2% of an Additional Business's Gross Sales. If you meet certain criteria established by us (as amended from time to time) and you are approved by us, we may charge you a flat monthly fee (currently $500 per month, and we reserve the right to charge up to $5,000 per month) in lieu of the monthly 1.0% Co-Branded Royalty Fee on the sales generated by the Additional Business. We reserve the right to impose such other conditions and requirements (including insurance and indemnification requirements as well as inspection and audit rights for the benefit of TMC and its affiliates) as we elect in our sole discretion, with respect to any approved Additional Business.

[5] You may, but are not required to, participate in other programs we negotiate (each, an "Optional Program"). As of the date of this Disclosure Document, we offer the following Optional Programs: Glacier Water Program, and Air/Water. In connection with participating in an Optional Program, you will share a portion of the Optional Program revenue with us and may be required to enter into a program agreement with us and/or a third-party vendor approved by us.

[6] You will not be required to pay Promotional Fees on Gross Sales over $125,000 per month. The Promotional Fees are paid to us in the same manner as the Royalty Fees and are non-refundable. Our custody or possession of any such Promotional Fees shall not be construed as making TMC your fiduciary with respect to such fees.

[7] If you fail to pay any amounts due to us under the Convenience Store Franchise Agreement by the due date, the payment will be considered late and we will charge you interest on the amount past due at the lesser of 1½ % per month or the maximum legal rate allowed under applicable law. Interest on late payments is non-refundable. A payment will be considered late if: (i) you fail to pay us the amount owed or (ii) if insufficient funds are available in your account to fully pay the amount owed.

If insufficient funds are available in your account at the time payment is due, we may charge you our then-current insufficient funds fee, currently $50 or the maximum legal rate allowed by law, for each insufficient funds payment. In addition, if prior to the date your Circle K Store opens for business, you fail to make arrangements with your bank to allow us to draw on your bank account by ACH or wire transfer for the fees/payments due to us or you fail to execute the EFT Authorization (included as an exhibit to the franchise agreement), you will be required to pay us a fee of $50 for each day such noncompliance continues.

[8] If an audit reveals that you have underpaid us for amounts owing under your Convenience Store Franchise Agreement, and the underpayment is willful or exceeds two percent (2%) of your actual Gross Sales, in addition to paying the full amount owing, with interest, you must reimburse us for the cost of the audit, including travel, lodging, meals, reasonable professional fees, salaries, and other expenses of the persons conducting the audit. Furthermore, in addition to TMC's right to directly inspect your business, TMC also has the right to hire an outside agency to inspect your business, in which case you may be required to pay the costs of these inspections.

[9] The Software License Fee is for the right to utilize the TMC Software, as defined in the Electronic Point of Sale and Software Agreement (the "Software Agreement") (a copy of which is attached to the Convenience Store Franchise Agreement as Exhibit 2), required for your Store and includes all upgrades as they become available. The Software License Fee is paid to us in the same manner as the Royalty Fee.

Currently, we are not charging a Software License Fee, but have the right to do so upon sixty (60) days' written notice.

[10] You must obtain our consent to any transfer or assignment of your interest in the Convenience Store Franchise Agreement, and you or the proposed transferee must pay us a transfer fee in an amount equal to the then-current Initial Franchise Fee prior to the proposed transferee attending training. For example, as of the date of this Disclosure Document, the transfer fee would be $25,000. If no current franchise disclosure document exists at the time of the transfer, then the transfer fee will be equal to the Initial Franchise Fee of the most recent franchise disclosure document in effect prior to the transfer. A reduced transfer fee of $3,000 may apply in the following circumstances: (1) the transfer is to your spouse or adult child, if you are an individual, or, if Franchisee is a corporate entity or partnership and the Transfer is to the adult spouse or child of the majority owner; (2) the transfer is to a corporation in which you are the principal shareholder retaining a majority ownership interest and you remain the officer responsible for the full-time personal operation and supervision of the Store; (3) the transfer is the transfer of any interest of any partner or shareholder to another existing or new partner or shareholder, provided your majority partner or shareholder remains the same; or (4) only your name is changed (if you are a corporation or other entity). The transfer fee is not refundable under any circumstances.

[11] If the balance of the 10-year term of your Convenience Store Franchise Agreement is less than 48 months, then the calculation of liquidated damages will be based on the remainder of the months in the term. If the Store has never been opened and therefore has no history of royalty payments, liquidated damages will be calculated based on the average monthly Gross Sales submitted by all Circle K franchisees located in your state for the 12-month period immediately preceding the termination. If there are no Circle K franchisees located in your state, the calculation will be based on the average monthly Gross Sales submitted by all Circle K franchisees located in the United States. In any and all cases, the average monthly Royalty Fee payment amount of the liquidated damages calculation shall be no less than $1,000 since that is the minimum required monthly Royalty Fee.

[12] If you do not offer any fuel for sale at the Franchised Location or if you enter into the Motor Fuel Agreement or the Branding Agreement, you will be required to sign the Credit Network Agreement (the "Credit Network Agreement"). Pursuant to the Credit Network Agreement, we will provide you with a debit/credit network that you will be required to use to process debit and credit card transactions. You will be required to pay a Network Fee (payable in advance on the 25th day of each month) and any debit/credit card (processing) fees and/or service (transaction) fees that we may charge. We currently charge the fees stated in the above table in connection with all credit/debit card transactions, and such fees are subject to change upon 30 days' prior notice to you, up to an increase of twenty percent (20%) in any twelve-month period. We reserve the right to replace the TMC Network with a substitute network and charge fees for your access to and use of such substitute network.

[13] As of the date of this Disclosure Document our Renewal Fee is $5,000. We reserve the right to increase the Renewal Fee in the future, up to the then-current initial franchise fee.

OTHER FEES

Motor Fuel Business

Type of Fee	Amount	Due Date	Remarks
Network Fee	The then-current fee; Currently $50 per month	Payable monthly on the 25th day of each month by electronic funds transfer	TMC has the right to modify the Network Fee from time to time on 30 days' advance written notice, up to an increase of 20% in any 12-month period.
Optional Program Fees	Varies depending on the program but ranges from 5% to 75% of Optional Program revenue	Payable monthly on the 25th day of each month by electronic funds transfer	See Note 1
Motor Fuel Pass-Through Fee	$35 to $50 per delivery	Upon demand	See Note 2
Licensing Fee	Greater of (i) $0.0075 per gallon of motor fuel products sold or (ii) $500 per site	Payable monthly on the 25th day of each month by electronic funds transfer	Paid as consideration for your right to use TMC trademarks in connection with advertising, marketing and resale of motor fuel products at the Premises.
Insufficient Funds Fee	$50 to $250 per payment or the maximum legal rate allowed by law	Upon demand	See Note 3
Interest	Lower of maximum legal rate allowed by law or 1½% per month, not to exceed 18% per annum	See Note 4	Interest on late payments is non-refundable. See Note 4
Liquidated Damages (Purchase of Fuel)	An amount equal to the greater of: (i) $0.04 per gallon multiplied by the minimum monthly volume in motor fuel gallons set forth in the Motor Fuel Agreement, multiplied by the lesser of (a) 48 months or (b) the number of months remaining under the term of the Motor Fuel Agreement, or (ii) $0.04 per gallon multiplied by the	Payable upon termination of the Motor Fuel Agreement	

Type of Fee	Amount	Due Date	Remarks
	average monthly volume in motor fuel gallons actually purchased by you (calculated for the period starting on the effective date of the Motor Fuel Agreement until the termination date) multiplied by the lesser of (a) 48 months or (b) the number of months remaining under the term of the Motor Fuel Agreement.		
Liquidated Damages (Licensing Fee)	An amount equal to Licensing Fee payments for a period equal to lesser of 48 months or the remaining term of the Motor Fuel Agreement, based on the average monthly Licensing Fee payments payable by you for the preceding 12 months or for a shorter period if the Motor Fuel Agreement has not been in effect for 12 months.	Payable upon termination of the Motor Fuel Agreement	
Debit/Credit Card Fee/Service Charge	See Note 6	Upon demand	You will be required to pay us any debit/credit card (processing) fees and/or service (transaction) fees that we charge in connection with debit/credit card transactions. TMC reserves the right to modify the debit/credit card and/or service charge fees from time to time on 30 days' advance written notice, up to an increase of twenty percent (20%) in any twelve-month period.

Type of Fee	Amount	Due Date	Remarks
Liquidated Damages (Credit Network Agreement)	An amount equal to the lesser of (i) 48 or (ii) the remaining number of months under the term of the agreement, multiplied by $3,000.	Payable upon termination of the Credit Network Agreement	
Taxes	Varies	Upon demand	You must pay to us or any governmental agency designated by us any duty, tax, fee or other charge required by any municipal, state, federal or other law relating to the production, manufacture, inspection, transportation, storage, sale, delivery or use of products covered by the Motor Fuel Agreement.
Audits and Inspections	Actual cost of audit and inspection, generally ranging from $0 to $400	Upon demand	If an audit or inspection reveals that you are not offering Circle K branded motor fuel, we reserve the right to charge you our costs and expenses associated with conducting the audit, including travel, salaries and other expenses.
Reimbursement of Incentive and Amortization Agreement	You must pay us the remaining balance owed under the Incentive and Amortization Agreement	Payable upon termination of the Motor Fuel Agreement	

Notes to table:

Unless otherwise stated in this Disclosure Document, all fees are imposed by and payable to us or our affiliates and are nonrefundable. All fees are uniformly imposed, except as otherwise provided herein.

[1] You may, but are not required to, participate in any Optional Programs we negotiate. As of the date of this Disclosure Document, we offer the following Optional Programs: Glacier Water Program, and Air/Water. In connection with participating in an Optional Program, you will share a portion of the Optional Program revenue with us and may be required to enter into a program agreement with us and/or a third party-vendor approved by us.

[2] If a quantity of motor fuel less than a full truckload is delivered, we may require you to pay us a Motor Fuel Pass-Through Fee, currently $35 per load. Additionally, if you request a delivery of motor fuel at a

time earlier than the established delivery schedule we may charge you an Early Delivery Fee, currently $50 per load.

[3] If insufficient funds are available in your account at the time payment is due we may charge you an insufficient funds fee ranging from $50 to $250, or the maximum legal rate allowed by law, for each insufficient funds payment.

[4] If you fail to pay any amounts due to us under the Motor Fuel Agreement by the due date, the payment will be considered late and we may charge you interest on the amount past due at the lesser of 1½ % per month or the maximum legal rate allowed under applicable law, but no more than 18% per annum simple interest. Interest on late payments is non-refundable. A payment will be considered late if: (i) you fail to pay us the amount owed or (ii) if insufficient funds are available in your account to fully pay the amount owed.

[5] You are required to pay us all debit/credit card (processing) fees and/or service (transaction) fees in connection with the processing of your debit/credit card transactions. The table below reflects the current processing and transaction fees associated with the processing of debit/credit card transactions. We reserve the right to modify these fees from time to time upon 30 days' advance written notice, up to an increase of twenty percent (20%) in any twelve-month period.

Card Type	Per Transaction Fee	Processing Fee
Visa	$0.12	1.80%
MasterCard		
Debit		
All Others	$0.12	3.25%

OTHER FEES

Branded Business

Type of Fee	Amount	Due Date	Remarks
Licensing Fee	Varies, but generally $0.0075 per gallon of fuel sold at Branded Business. We reserve the right to modify the Licensing Fee.	Payable monthly on the 25th day of each month by electronic funds transfer	You are required to pay us a monthly Licensing Fee, and your monthly Licensing Fees must exceed $500 per month, per site (the "Minimum Monthly Fee").
Network Fee	The then-current fee; currently $50 per month	Payable monthly on the 25th day of each month by electronic funds transfer	TMC has the right to modify the Network Fee from time to time on 30 days' advance written notice.
Optional Program Fees	Varies depending on the program but currently ranges from 5% to 50% of Optional Program revenue	Payable monthly on the 25th day of each month by electronic funds transfer	See Note 1

Type of Fee	Amount	Due Date	Remarks
Insufficient Funds Fee	$50 to $250 per payment or the maximum legal rate allowed by law	Upon demand	See Note 2
Interest	Lower of maximum legal rate allowed by law or 1½% per month, not to exceed 18% per annum	See Note 3	Interest on late payments is non-refundable. See Note 3
Debit/Credit Card Fee/Service Charge	See Note 4	Upon demand	You will be required to pay us any debit/credit card (processing) fees and/or service (transaction) fees that we charge in connection with debit/credit card transactions. TMC reserves the right to modify the debit/credit card and/or service charge fees from time to time on 30 days' advance written notice, up to an increase of twenty percent (20%) in any twelve-month period.
Liquidated Damages (Branding Agreement)	An amount equal to Licensing Fee payments for a period equal to lesser of 48 months or the remaining term of the Branding Agreement, based on the average monthly Licensing Fee payments payable by you for the preceding 12 months or for a shorter period if the Branding Agreement has not been in effect for 12 months.	Payable upon termination of the Branding Agreement	
Liquidated Damages (Credit Network Agreement)	An amount equal to the lesser of (i) 48 or (ii) the remaining number of months under the term of the agreement, multiplied by $3,000.	Payable upon termination of the Credit Network Agreement	

Notes to table:

Unless otherwise stated in this Disclosure Document, all fees are imposed by and payable to us or our affiliates and are nonrefundable. All fees are uniformly imposed, except as otherwise provided herein.

[1] You may, but are not required to, participate in any Optional Programs we negotiate. As of the date of this Disclosure Document, we offer the following Optional Programs: Glacier Water Program, Air/Water

Program, and the Lux Bitcoin Program. In connection with participating in an Optional Program, you will share a portion of the Optional Program revenue with us and may be required to enter into a program agreement with us and/or a third-party vendor approved by us.

[2] If insufficient funds are available in your account at the time payment is due, we may charge you an insufficient funds fee ranging from $50 to $250, or the maximum legal rate allowed by law, for each insufficient funds payment.

[3] If you fail to pay any amounts due to us under the Branding Agreement by the due date, the payment will be considered late and we may charge you interest on the amount past due at the lesser of 1½ % per month or the maximum legal rate allowed under applicable law, but no more than 18% per annum simple interest. Interest on late payments is non-refundable. A payment will be considered late if: (i) you fail to pay us the amount owed or (ii) if insufficient funds are available in your account to fully pay the amount owed.

[4] You are required to pay us all debit/credit card (processing) fees and/or service (transaction) fees in connection with the processing of your debit/credit card transactions. The table below reflects the current processing and transaction fees associated with the processing of debit/credit card transactions. We reserve the right to modify these fees from time to time upon 30 days' advance written notice, up to an increase of twenty percent (20%) in any twelve-month period.

Card Type	Per Transaction Fee	Processing Fee
Visa	$0.12	1.80%
MasterCard		
Debit		
All Others	$0.12	3.25%

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

(for new or rebuilt convenience store locations)

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee (Note 1)	$25,000	Lump Sum	Upon signing Agreement	TMC
Franchise Security Deposit	$10,000	Lump Sum	Upon signing Agreement	TMC
Travel and Living Expenses While Training (Note 2)	$3,500-$15,500	As Incurred	As Incurred	Airlines, Hotels, Restaurants, Rental Cars or TMC
Real Estate (Note 3)	(Note 3)	(Note 3)	(Note 3)	(Note 3)
Construction, Remodeling, and Leasehold Improvements (Note 4)	$850,000-$1,500,000	As Billed	As Incurred	Contractors, Suppliers or Other Third Parties
Other Site Development Costs (Note 4)	$40,000 - $100,000	As Incurred	As Incurred	Architects, Engineers and Other Third Parties

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Furniture, Fixtures & Equipment	$400,000-$900,000	As Billed	As Incurred	Suppliers
EPOS and Computer Systems	$40,000 - $60,000	As Incurred	As Incurred	Suppliers
Network Fee (3 months) (Note 5)	$0 - $150	EFT Draft	Monthly	TMC
Signs (Note 6)	$20,000-$55,000	As Billed	As Incurred	Suppliers
Security Deposits and Licenses and Permits (excluding impact fees) (Note 7)	$2,000-$15,000	As Incurred	Prior to Opening	Lessor or Gov't Agencies
Utility Deposits (Note 8)	$1,500-$10,000	Lump Sum	Prior to Opening	Utility Companies and Other Service Providers
Vendor Deposits	$0-$16,000	Lump Sum	As required by Vendors	Vendors
Merchandise Inventory (Note 9)	$60,000-$120,000	As Billed	As Incurred	Third Party Vendors
Professional Fees (Note 10)	$1,000-$5,000	As Incurred	As Incurred	Attorneys, Accountants, and Other Professionals
Insurance (Note 11)	$4,500-$12,000	As Billed	As Incurred	Insurance Carriers
Grand Opening Costs (Note 12)	$5,000-$10,000	As Billed	As Incurred	Suppliers and Vendors
Additional Funds (3 months) (Note 13)	$10,000-$20,000	As Billed	As Incurred	Employees, Suppliers, and Vendors
TOTAL (Note 14)	$1,472,500 - $2,874,650			

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

(for convenience store conversions)

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee (Note 1)	$25,000	Lump Sum	Upon signing Agreement	TMC
Franchise Security Deposit	$10,000	Lump Sum	Upon signing Agreement	TMC
Travel and Living Expenses While Training (Note 2)	$3,500-$15,500	As Incurred	As Incurred	Airlines, Hotels, Restaurants, Rental Cars or TMC
Real Estate (Note 3)	(Note 3)	(Note 3)	(Note 3)	(Note 3)
Construction, Remodeling, and Leasehold Improvements (Note 4)	$50,000-$500,000	As Billed	As Incurred	Contractors, Suppliers or Other Third Parties

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Other Site Development Costs (Note 4)	$20,000-$80,000	As Incurred	As Incurred	Architects, Engineers and Other Third Parties
Furniture, Fixtures & Equipment	$100,000-$600,000	As Billed	As Incurred	Suppliers
EPOS and Computer Systems	$40,000 - $60,000	As Incurred	As Incurred	Suppliers
Network Fee (3 months) (Note 5)	$0 - $150	EFT Draft	Monthly	TMC
Signs (Note 6)	$20,000-$50,000	As Billed	As Incurred	Suppliers
Security Deposits and Licenses and Permits (Note 7)	$2,000-$5,000	As Incurred	Prior to Opening	Lessor or Government Agencies
Utility Deposits (Note 8)	$1,500-$3,000	Lump Sum	Prior to Opening	Utility Companies and Other Service Providers
Vendor Deposits	$0-$16,000	Lump Sum	As required by Vendors	Vendors
Merchandise Inventory (Note 9)	$35,000-$70,000	As Billed	As Incurred	Third Party Vendors
Professional Fees (Note 10)	$1,000-$5,000	As Incurred	As Incurred	Attorneys, Accountants, and Other Professionals
Insurance (Note 11)	$4,500-$12,000	As Billed	As Incurred	Insurance Carriers
Grand Opening Costs (Note 12)	$5,000-$10,000	As Billed	As Incurred	Suppliers and Vendors
Additional Funds (3 months) (Note 13)	$10,000-$20,000	As Billed	As Incurred	Employees, Suppliers, and Vendors
TOTAL (Note 14)	$327,500 – $1,481,650			

NOTES:

If you purchase an existing company-operated Circle K Store, your initial investment will consist of the purchase price that we and you negotiate, plus the cost of any upgrades and renovations we may require you to complete in order to bring the Store into compliance with our then-current Business System standards, which upgrades and renovations you will be required to complete within nine months of your taking possession and control of the Store. The Store must be furnished with sufficient inventory for you to begin operations, which you must purchase from us. The value of this inventory will be calculated using the retail inventory method used in Circle K operations.

See Item 10 for a description of the Equipment/Construction Funding program that may be available. We will meet with you to discuss the store development or conversion requirements before you sign the Convenience Store Franchise Agreement.

This initial investment estimate does not include expenses which may be required if you operate a Motor Fuel Business or Branded Business at your Store. If you operate a Motor Fuel Business or Branded Business at your Store, please refer to the charts below for cost estimates. All payments made to us are non-refundable unless otherwise stated. We do not finance or advance any of your costs unless stated otherwise in this Disclosure Document.

Note 1 The Initial Franchise Fee you will pay for each Store may range from $25,000 per Store, if you agree to open only one Store pursuant to a Convenience Store Franchise Agreement, to $10,000 per Store if you open six or more stores.

See Item 5 for additional information regarding how the Initial Franchise Fee is determined and for the conditions under which this fee is partially refundable. We do not finance the Initial Franchise Fee.

If you are renewing an existing Convenience Store Franchise Agreement, we will not charge you an Initial Franchise Fee. Instead, you will pay our then-current Renewal Fee. As of the date of this Disclosure Document our Renewal Fee is $5,000. We reserve the right to increase the Renewal Fee in the future, up to the then-current initial franchise fee.

Note 2 You must pay the salaries, fringe benefits, travel costs, and room and board of the manager and any other employees during the time that they attend the initial training program, as well as any additional or special training that may be requested or required of you or your managers.

Note 3 If you do not already own suitable real estate, the land and building for your Store must be purchased or leased. Circle K Stores currently average approximately 3,200 square feet in size and generally require at least 40,000 square feet of land to adequately accommodate the building, parking lot, easements, etc. The shape and lot dimensions, setbacks, buffer zones, and other local code requirements may result in additional lot area requirements. The cost of purchasing unimproved land will vary depending on location, availability of utilities, and other factors and cannot be estimated by us. See "Security Deposits" listed in the chart above for an estimate of these expenses. On occasion, TMC or one of its affiliates may own or lease the property where your Store is located. Under these circumstances, you will sign a separate lease agreement with us or our affiliates.

Note 4 Based upon our past experience, the cost estimates for constructing a Circle K Store are dependent upon factors such as the general cost of building in your location, union or non-union costs, local building code and permit requirements, the size of your Store, the types of materials used to construct your Store, the cost of construction labor, the cost of property, and other similar factors. In addition to construction costs, development costs may be incurred for engineering, architectural, design, real estate, legal, and other professional services. Construction and developmental cost estimates assume that there are no unusual site conditions and that adequate utilities are available at the building pad or adjacent to it.

You must engage one of our designated project management firms to assist you with certain aspects of the development and construction of your Store. Specifically, the third-party management firm will obtain sales area equipment and interior graphics bids, will purchase and/or install, on your behalf, convenience store equipment, prepare plans, check lists and equipment cut sheets, and provide other services to assist you in the development of your Store. You will be responsible for all costs and fees of the third-party management firm, but if you accept Equipment/Construction Funding, we may use a portion of these funds to cover certain costs (as we determine) associated with the use of the third-party management firm.

You will be required to work with TMC or its designee to develop an Auto CAD format "as-built" plan of the Store, which plan must include the interior walls, structural layout and utilities. We may require you to hire a consultant to prepare the Auto CAD format plan, in which case you will be required to engage the consultant within two weeks of signing the Convenience Store Franchise Agreement. You must pay for all costs associated with the Auto CAD format plan, unless you accept Equipment/Construction Funding, in which case the cost of the Auto CAD format plan will be paid for by the Equipment/Construction Funding.

The estimate contained in this Item 7 includes the cost for the third-party management firm. The cost will vary depending on the condition of the premises. In addition, as previously noted above, if you are converting an existing convenience store or stores, these costs may be reduced dramatically depending upon the condition of your stores.

Note 5 If you will not offer any motor fuel at the Franchised Location or if you sign the Motor Fuel Agreement or the Branding Agreement, you will be required to also sign the Credit Network Agreement (attached as Exhibit 6 to the Convenience Store Franchise Agreement) and pay us the then-current monthly Network Fee, in exchange for the use of our electronic point of sale network ("TMC Network"), including the EPOS Credit/Debit Equipment (as defined in the Credit Network Agreement). The amounts included in the table above reflect three months of the current Network Fees.

Note 6 You will pay for the permitting and the exterior sign fixtures which include our trademark. You will pay for the installation of the sign fixtures and any maintenance associated with these signs. You must purchase or lease all other interior and exterior sign fixtures specified by us. These costs may (as we determine) be paid for out of the Equipment/Construction Funding, but if they are not, you will be solely responsible for these costs.

Note 7 You may be required to pay a security deposit under your real estate lease with a third party and other deposits for utilities and insurance premiums which may or may not be refundable. These amounts can vary significantly in different areas, and you should verify this estimate with local authorities. It is your responsibility to confirm that all of the specific deposits required for your Store are paid.

Note 8 Deposits for utility services are typically required at the time the service is applied for and may or may not be refundable. It is your responsibility to confirm that all of the specific deposits required for your Store are paid.

Note 9 The estimated range of the cost for the inventory for a new Store is from $60,000 - $120,000. You must purchase inventory as specified by us. If you already own a convenience store and are converting it to a Circle K Store, you may be required to purchase additional inventory so that the inventory in your Store is comparable to the inventory in other Circle K Stores. The estimated range of the cost for the inventory for a c-store conversion is from $35,000 - $70,000. Except in the limited circumstances described above pertaining to the purchase of an existing company-operated Circle K, you will purchase your inventory from a third-party vendor.

Note 10 You may find it necessary to retain an attorney to review the Convenience Store Franchise Agreement, or to assist in forming a corporation, partnership, or limited liability company. You may also want to retain an accountant for advice in establishing and operating your business and filing the necessary tax forms and returns.

Note 11 You must obtain and maintain at your expense insurance coverage for your Store as required in the Convenience Store Franchise Agreement. The cost of insurance varies, depending upon the insurance company you select, the location of your Store, value of equipment and improvements, number of employees, and other factors. You must name us and our Affiliates as "Additional Insureds" on all insurance policies except Worker's Compensation and Property Insurance, where applicable.

Note 12 You must have a grand opening celebration at your Store. The Business Systems Manuals contain a grand opening guide to assist you. We will also provide a grand opening materials package to you. If

you contribute Tier II Promotional Funds, you will be reimbursed (from the Promotional Fund) for pre-approved expenditures in the amount of $0.50 for each $1.00 you spend, up to a maximum reimbursement of $4,000.

Note 13 This amount represents the range of your initial start-up expenses over the first 3 months of operation and includes payroll costs, but does not include any salary for one Store Manager, to the extent these costs are not covered by sales revenues. We estimate that the amount given will be sufficient to cover ongoing expenses for the start-up phase of the business, which we calculate to be three months.

Note 14 The estimates provided in the chart above are based upon a freestanding, full service new Circle K Store. We relied upon our collective experience in opening Circle K Stores during the past 25+ years when preparing these figures. Please note that the total amount of your initial investment does not include the cost of acquiring real estate.

YOUR ESTIMATED INITIAL INVESTMENT

(for new or rebuilt motor fuel businesses)

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Real Estate (Note 1)	(Note 1)	(Note 1)	(Note 1)	(Note 1)
Construction, Remodeling, and Leasehold Improvements (Note 2)	$1,800,000 - $6,000,000	As Billed	As Incurred	Contractors, Suppliers or Other Third Parties
Other Site Development Costs (Note 2)	$135,000 - $250,000	As Billed	As Incurred	Architects, Engineers and Other Third Parties
Equipment (Note 3)	$500,000 - $1,200,000	As Billed	As Incurred	Suppliers
EPOS and Computer Systems	$40,000 - $60,000	As Incurred	As Incurred	Suppliers
Network Fee (3 months) (Note 4)	$150	EFT Draft	Monthly	TMC
Signs (Note 5)	$50,000 – $150,000	As Billed	As Incurred	Suppliers
Security Deposits and Licenses and Permits (Note 6)	(Note 6)	(Note 6)	(Note 6)	(Note 6)
Utility Deposits (Note 7)	(Note 7)	(Note 7)	(Note 7)	(Note 7)
Inventory (Note 8)	$40,000 - $120,000	EFT Draft	Upon delivery	TMC
Insurance (Note 9)	$3,000-$12,000	As Billed	As required by Insurance Carrier or Provider	Insurance Carrier
Fuel Security Deposit (Note 10)	$20,000 - $50,000	Lump Sum	Upon signing Motor Fuel Agreement	TMC
TOTAL (Note 11)	$2,588,150 - $7,842,150			

YOUR ESTIMATED INITIAL INVESTMENT

(for motor fuel conversions)

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Real Estate (Note 1)	(Note 1)	(Note 1)	(Note 1)	(Note 1)
Construction, Remodeling, and Leasehold Improvements (Note 2)	$100,000 – $650,000	As Billed	As Incurred	Contractors, Suppliers or Other Third Parties
Other Site Development Costs (Note 2)	$20,000 - $80,000	As Billed	As Incurred	Architects, Engineers and Other Third Parties
Equipment (Note 3)	$300,000 - $1,100,000	As Billed	As Incurred	Suppliers
EPOS and Computer Systems	$40,000 - $60,000	As Incurred	As Incurred	Suppliers
Network Fee (3 months) (Note 4)	$150	EFT Draft	Monthly	TMC
Signs (Note 5)	$40,000 - $100,000	As Billed	As Incurred	Suppliers
Security Deposits and Licenses and Permits (Note 6)	(Note 6)	(Note 6)	(Note 6)	(Note 6)
Utility Deposits (Note 7)	(Note 7)	(Note 7)	(Note 7)	(Note 7)
Inventory (Note 8)	$40,000 - $120,000	EFT Draft	Upon delivery	TMC
Insurance (Note 9)	$3,000-$12,000	As Billed	As required by Insurance Carrier or Provider	Insurance Carrier
Fuel Security Deposit (Note 10)	$20,000 - $50,000	Lump Sum	Upon signing Motor Fuel Agreement	TMC
TOTAL (Note 11)	$563,150 - $2,172,150			

Note 1 The cost of purchasing or leasing suitable real estate will vary depending on location, availability of utilities, and other factors and cannot be estimated by us. On occasion, TMC or one of its affiliates may own or lease the property where your Motor Fuel Business is located. Under these circumstances, you will sign a separate lease agreement with us or our affiliates.

Note 2 Based upon our past experience, the cost estimates for constructing a Circle K forecourt is dependent upon factors such as the general cost of building in your location, the size of your property, the cost of construction labor, the cost of property, the extent of the work needed and other similar factors. In addition to construction costs, development costs may be incurred for engineering, architectural, design, real estate, legal, and other professional services. Construction and developmental cost estimates assume that there are no unusual site conditions and that adequate utilities are available at the building pad or adjacent to it.

The cost will vary depending on the condition of the premises. In addition, if you are converting an existing gasoline station, these costs may be reduced dramatically depending upon the condition of your property.

Note 3 The cost of equipment will depend primarily on the type and size of the canopy, the condition, model, and number of MPDs and the existence and condition of Underground Storage Tanks.

Note 4 You are required to pay us a monthly Network Fee in exchange for the use of the TMC Network, our electronic point of sale network, including the EPOS Credit/Debit Equipment. The amount included in the table above reflects 3 months of the Network Fee.

Note 5 You will pay for the permitting and the exterior sign fixtures which include our trademark. You will pay for the installation of the sign fixtures and any maintenance associated with these signs. We will own the signs containing our trademark, and you will have no ownership or other possessory interest in them. You must purchase or lease all exterior sign fixtures specified by us. In addition to our trademark signs, you will be required to purchase, install and maintain price signs for your location.

Note 6 You may be required to pay a security deposit under your real estate lease with us or a third party and other deposits for utilities and insurance premiums which may or may not be refundable. These amounts can vary significantly in different areas, and you should verify this estimate with local authorities. It is your responsibility to confirm that all of the specific deposits required for your Store are paid.

Note 7 Deposits for utility services are typically required at the time the service is applied for and may or may not be refundable. It is your responsibility to confirm that all of the specific deposits required for your location are paid.

Note 8 The estimated range of the cost for the inventory for your forecourt will depend on the size of your storage tanks and the cost per gallon at the time the product is delivered. The price per gallon of motor fuel and diesel will be our price at the time of delivery. The price for motor fuel and diesel will also include our then-current cost for transporting the motor fuel and diesel to you. The transportation cost for motor fuel will be based on an 8,500-gallon load and the transportation cost for diesel will be based on a 7,500-gallon load. We reserve the right to charge you more than our cost for the motor fuel you are required to purchase from us.

Note 9 You must obtain and maintain at your expense insurance coverage for your location as required in the Motor Fuel Agreement. The cost of insurance varies, depending upon the insurance company you select, the location of your facility, value of equipment and improvements, number of employees, and other factors. You must name us and our Affiliates as "Additional Insureds" on all insurance policies except Worker's Compensation and Property Insurance, where applicable. The low end of the investment noted in Item 7 above assumes you have obtained the required insurance coverage for your Store.

Note 10 You must pay us the Security Deposit when you sign the Security Deposit Agreement. The Security Deposit you will be required to pay will depend on a number of factors, including the size of the storage tanks on your premises, expected through-put and your credit score. At our option, the Security Deposit may be paid by our debiting your account in the amount of $0.010 per gallon of motor fuel purchased until the full amount of the Security Deposit is paid. The Security Deposit is paid to secure your payment of all sums of money due under, and performance and observance of all the terms, covenants and conditions contained in the Motor Fuel Agreement. If you fail to timely pay any amount due and owing under the Motor Fuel Agreement, we may draw upon the Security Deposit and apply the funds toward the

payment of an amount due and owing to us. If we draw upon the Security Deposit, you must immediately pay us an amount sufficient to restore the Security Deposit to its prior level. Upon termination, expiration or non-renewal of the Motor Fuel Agreement, we may also draw upon the Security Deposit to satisfy on any past due amounts, loss, damage, injury or liability caused by your failure to perform any condition, covenant or term of or make any payment under the Motor Fuel Agreement. The remaining balance of the Security Deposit Account will then be refunded to you. If the premises where your motor Fuel Business is located are owned by us or our affiliate, we may reduce or waive the amount of the Security Deposit.

Note 11 The estimates provided in the charts above are based upon the cost of adding Circle K fuel to an existing Circle K Store, converting another fuel brand to Circle K at an existing Circle K Store, or adding Circle K fuel while building or converting a new Circle K Store. We relied upon our collective experience in building company-operated Circle K forecourts during the past 10 years when preparing these figures. Please note that the total amount of your initial investment does not include the cost of acquiring real estate.

YOUR ESTIMATED INITIAL INVESTMENT

(for Branded Business)

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Real Estate (Note 1)	(Note 1)	(Note 1)	(Note 1)	(Note 1)
Branding Costs / Signs (Note 2)	$15,000 - $125,000	As Billed	As Incurred	Contractors, Suppliers or Other Third Parties
Network Fee (Note 3)	$150	EFT Draft	Monthly	TMC
Security Deposits and Licenses and Permits (Note 4)	(Note 4)	(Note 4)	(Note 4)	(Note 4)
Utility Deposits (Note 5)	(Note 5)	(Note 5)	(Note 5)	(Note 5)
Insurance (Note 6)	$3,000 - $12,000	As Billed	As required by Insurance Carrier or Provider	Insurance Carrier
TOTAL (Note 7)	$18,150 - $137,150			

Note 1 The cost of purchasing or leasing suitable real estate will vary depending on location, availability of utilities, and other factors and cannot be estimated by us. On occasion, TMC or one of its affiliates may own or lease the property where your Branded Business is located. Under these circumstances, you will sign a separate lease agreement with us or our affiliates.

Note 2 You will pay for the permitting and the exterior sign fixtures which include our trademark. You will pay for the installation of the sign fixtures and any maintenance associated with these signs. We will own the signs containing our trademark, and you will have no ownership or other possessory interest in them. You must purchase or lease all exterior sign fixtures specified by us. In addition to our trademark signs, you will be required to purchase, install and maintain price signs for your location. The cost will vary depending on the condition of the premises. In addition, if you are converting an existing gasoline station, these costs may be reduced dramatically depending upon the condition of your property.

Note 3 You are required to pay us a monthly Network Fee in exchange for the use of the TMC Network, including the EPOS Credit/Debit Equipment. The amount included in the table above reflects 3 months of the Network Fee.

Note 4 You may be required to pay a security deposit under your real estate lease with us or a third party and other deposits for utilities and insurance premiums which may or may not be refundable. These amounts can vary significantly in different areas, and you should verify this estimate with local authorities. It is your responsibility to confirm that all of the specific deposits required for your Store are paid.

Note 5 Deposits for utility services are typically required at the time the service is applied for and may or may not be refundable. It is your responsibility to confirm that all of the specific deposits required for your location are paid.

Note 6 You must obtain and maintain at your expense insurance coverage for your location as required in the Branding Agreement. The cost of insurance varies, depending upon the insurance company you select, the location of your facility, value of equipment and improvements, number of employees, and other factors. You must name us and our Affiliates as "Additional Insureds" on all insurance policies except Worker's Compensation and Property Insurance, where applicable. The low end of the investment noted in Item 7 above assumes you have obtained the required insurance coverage for your Store.

Note 7 The estimates provided in the charts above are based upon the cost of branding a location under the Circle K trademarks. We relied upon our collective experience in branding Circle K forecourts during the past 10 years when preparing these figures. Please note that the total amount of your initial investment does not include the cost of acquiring real estate.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Circle K Store

You must comply with our quality standards and specifications described in the Business Systems Manuals for furnishings, fixtures, equipment (including computer hardware and software), operating supplies, food and beverages, signs, marketing and promotional materials, and other products and services offered at your Store, and for the construction, renovation, maintenance, and repair of your Store. We will provide you with a list of approved sources of merchandise, supplies, fixtures, equipment, signs, and uniforms necessary for the construction and operation of your Store. The cost of required furnishings, fixtures, signs, equipment and other items purchased according to our specifications could reasonably represent more than 50% of your total purchases and leases in connection with establishment of your Store and more than 50% of your purchases and leases in operating the Store.

You must purchase approved products and services that meet our current standards and specifications as established in the Business Systems Manuals or otherwise in writing – including all Circle K proprietary products. Carrying these proprietary products ensures a consistent brand presence and meets our consumers' expectations of the brand. TMC reserves the right to periodically update and alter these specifications and standards and to add to, or delete from, the list of products and services approved for sale or use in Circle K Stores. As further described below, you may be required to purchase many products from a primary source of supply as we designate under our negotiated arrangements with suppliers and service-providers. Otherwise, you may purchase approved products or services from sources who

demonstrate to our continuing reasonable satisfaction the ability to meet our standards and specifications, who possess adequate quality controls, and the capacity to meet your needs promptly and reliably, and who have been approved by us in advance in writing. If you wish to have a supplier or service provider designated as an "approved" supplier, you may submit information about the supplier and its relevant products or services to us for review. We must be permitted to inspect the supplier's facilities and will require samples to be tested and evaluated either by an independent testing facility or other facility designated by us. Our review typically will be completed within 60 days. Suppliers approved in this manner will not be required to make payments to us in order to deal with any of our franchisees.

You will be required to engage the services of one of our designated project management firms to assist you in the development and construction of your Store, and you will be required to work with such firm and TMC or its affiliate to develop a marketing floor plan that will show key equipment, gondolas, backbars, and cabinetry. You will also be required to work with TMC or its designee to develop an Auto CAD format plan of the Store, which will include the interior walls, structural layout and utilities. You must pay for all costs associated with the marketing floor plan and the Auto CAD format plan, unless you accept Equipment/Construction Funding, in which case the cost of the Auto CAD format plan and certain of the costs (as determined by us) of the marketing floor plan will be paid for by the Equipment/Construction Funding.

As of the date of this Disclosure Document, some TMC Franchise Corporation officers own an interest, including stock ownership, in the following companies that supply products or services to Circle K convenience store franchisees: ConocoPhillips, Phillips 66, Coca-Cola and Philip Morris. Other than the companies just identified, no officers own an interest in our convenience store suppliers.

Periodically, we may negotiate purchase arrangements with certain suppliers and service providers for our benefit and/or the benefit of convenience store franchisees. However, access to such suppliers and service providers is not guaranteed, and it is possible that such suppliers and service providers will be unable or unwilling to deliver products to your store. Periodically, we may also receive consideration in the form of discounts, rebates, or marketing allowances on purchases that you make from these suppliers and service providers for services rendered, products purchased or rights licensed. We may keep such consideration we receive from these suppliers or service providers, or we may fund costs associated with advertising and promotions, or we may distribute such allowances to you in such amounts and allocation methods as we deem appropriate. We may designate a primary source or sources of supply for merchandise, goods, and services, and depending on geography that may be us or any of our affiliates. As of the date of this Disclosure Document, the primary suppliers have agreed to make the merchandise and products they carry, and the services they provide to Circle K Stores, available to TMC's franchisees. Our approved primary suppliers typically deliver approximately 50% of the merchandise recommended for sale at Circle K Stores, and you must purchase this merchandise from the primary supplier that serves the region in which your Store is located. The merchandise purchased from the primary suppliers includes grocery, candy, cigarettes, tobacco, proprietary items, food service items and supplies. The balance of the merchandise such as beverages, periodicals, baked goods, snack items and dairy products is received by direct delivery from the product manufacturer or distributor. Use of our designated primary source and other recommended vendors may facilitate the payment of advertising and promotional allowances. From time to time, we have one or more preferred vendors for fountain drinks and your participation will be required in order for you to receive rebates and fountain equipment reimbursements available from fountain vendors and to provide for consistent product availability at all Circle K Stores.

When you purchase your merchandise and goods or receive services from our approved primary supplier, you will contract directly with our approved primary supplier and will be solely responsible for payment to our approved primary supplier for your purchases. TMC will not be a party to any agreement between you and our approved primary supplier and will not guarantee any payments to our approved primary supplier on your behalf. You will pay the then-current price in effect for all purchases you make from us, our affiliate or any third-party vendor we designate.

We may also periodically negotiate special promotional arrangements with suppliers for the benefit of the system, and you may be required to participate in the promotions designated by us. We may receive certain items or amounts of money from vendors as consideration for participating in national promotions based upon their terms. We may distribute any monies or items received from participating in national promotions on the suppliers' terms to participating franchisees in accordance with national marketing programs that you may enroll in from time to time. We may also use national promotions to create and develop national advertising strategies designed to promote the Circle K brand. Monies to be received by us or suppliers from national promotions will be negotiated and will vary depending upon the type of promotion and supplier involved. Not all promotions that may be available to company-operated Circle K Stores will be available to franchised Circle K Stores.

We and you receive preferred pricing from certain designated suppliers based on the volume of purchases made by both company-operated and franchised Circle K Stores. This benefit comes in the form of off-invoice discounts as well as other rebates based on the level of purchases or sales of certain products and/or compliance with the requirements of vendor programs. For example, certain vendor programs may require compliance with prescribed store schematics or product display specifications. We process rebates for certain designated and approved suppliers. The time between the date of purchase and the date you receive the rebate can vary from 4 to 12 months or longer, depending on the supplier. Because of the time involved in the rebate process and reliance on vendors to process payments, you may not receive any rebates after you open your Store for the first 4 months and may not receive full rebates for up to 9 months following the opening of your Store. Per our current policy, which we may change from time to time, at the time the Convenience Store Franchise Agreement reaches the end of its term, we collect and credit you for all rebates paid to TMC by vendors on your behalf for a period of 6 months. If you elect to transfer the Convenience Store Franchise Agreement or your rights thereunder (with our approval and consent), you and the person/entity to whom you transfer the Convenience Store Franchise Agreement or your rights must make arrangements with respect to rebates earned and paid. Our current policy is to continue to credit rebates we receive through the end of the calendar month in which the transfer is completed (and such amounts are normally paid on the 25th of the following month), minus any amounts you owe to us, to your account, irrespective of which party operated the store when the rebate was earned. Starting on the first day of the month subsequent to the transfer, all rebates we receive will begin to be credited to the new franchisee-transferee. If your Convenience Store Franchise Agreement is terminated for any reason prior to the end of term (10 years from the date the Store opens as a Circle K under the agreement), TMC will pay to you only those rebates that have been paid to TMC by the vendor prior to such termination.

In addition to those off-invoice discounts described above, company-operated Circle K Stores received rebates that averaged approximately 10.7% (which includes cigarette rebates) of merchandise sales of products supplied by participating vendors during the year ended April 26, 2026. Cigarette rebates are received by franchisees directly from the tobacco companies and are not processed by TMC. Excluding cigarette rebates, company-operated Circle K Stores received rebates that averaged approximately 6.8% of merchandise sales of products supplied by participating vendors during the year ended April 26, 2026. The particular benefit you may receive from these rebate programs will depend entirely on your compliance

with vendor program requirements and/or the level of purchases from vendors offering rebates or the level of your sales of their products at your Store. These discounts will vary from year to year. You should understand that, from time to time, suppliers may reduce the cost of the product at the time of purchase rather than providing rebates at a later date. This may reduce the overall total of rebates you receive because the cost of the product at the time of purchase is reduced. You should also understand that you may not be eligible to receive all discounts and rebates that company-operated stores receive.

During the year ended April 26, 2026, we derived revenue of $2,534,533 (i.e., 3.46%%) (included in interest and other income on our consolidated financial statements) of our total revenue of $73,350,063from required purchases or leases by convenience store franchisees (i.e., Circle K franchisees as well as franchisees operating under the other brands TMC franchises as disclosed in Item 1). We and our affiliates currently are not an approved or required supplier of products or services for purchase by you for use in operation of your Circle K Store. We and our affiliates do, however, reserve the right in the future to become a provider of products and services.

There currently are no purchasing or distribution cooperatives. We may negotiate purchase arrangements with suppliers (including price terms), for the benefit of the convenience store Business System. We do not provide material benefits to you (for example, renewal or granting additional franchises) based on your purchase of particular products or services or use of particular suppliers.

If you will occupy your Store under a lease negotiated by you with a third party, you must submit the lease to us for prior written approval. Our approval may be conditioned on the following terms and conditions appearing in the lease:

(1) The initial term, or initial term with renewal terms, must be for at least 10 years, or the term of the Convenience Store Franchise Agreement, whichever is longer.

(2) The Lessor consents to your use of the Marks and signs as required for a Circle K franchise, and to your operation of a convenience store on the premises.

(3) You are prohibited from subleasing or assigning all or part of the occupancy rights or extending or renewing the lease without our prior written consent.

(4) The Lessor must agree to provide to us copies of notices of default and any material breaches given to you under the lease.

(5) We have the right to enter the premises to make necessary modifications to protect the Marks or the Business System or to cure any default under the Convenience Store Franchise Agreement or the lease.

(6) We (or someone we designate) have the option, upon default, expiration or termination of the Convenience Store Franchise Agreement, and upon notice to the lessor, to assume your rights under the lease, including the right to assign or sublease. You must furnish us with a copy of any signed lease within 10 days after it is signed.

(7) If you lose your lease for any reason, including your decision not to enter into a new term, before the end of the 10-year term of your Convenience Store Franchise Agreement, you will be responsible for the payment to TMC of all liquidated damages due under your Convenience Store Franchise Agreement, and the repayment of any unamortized Equipment/Construction Funding, if provided to you by TMC.

You must obtain our consent to all plans and specifications before beginning construction or renovation of your Store. Our consent will be based on the criteria described in the Business Systems Manuals and/or other criteria we deem relevant. Any consent given by us to any plans and specifications for your Store shall not be construed as a recommendation, guarantee, endorsement, an assurance or warranty that: (a) the site will be a success, or (b) the plans or specifications will make the Store compliant with governmental regulations, including without limitation the Americans With Disabilities Act.

In connection with operating your Circle K Store, you must enter into the Software Agreement with us, an affiliate of ours or a third party we designate, which will cover the electronic point of sale equipment, back-office system, and any other computer system(s) we deem appropriate, to be used at your Circle K Store. (A copy of the Software Agreement is attached as Exhibit 2 to the Convenience Store Franchise Agreement.) Under the Software Agreement, you must maintain and service the equipment in accordance with our specifications and in accordance with any manuals relating to the equipment. You may be required to enter into a separate agreement with a third party we designate covering the use and maintenance of the systems required for your Store, including the electronic point of sale system, back office system, and/or any other computer system or communication software we deem necessary to run a Circle K Store, or to collect data from your Store. We currently require you to use Verifone or Radiant for your point of sale system and SSCS as your back office system.

If you will not offer any fuel for sale at the Franchised Location or if you will execute the Motor Fuel Agreement or the Branding Agreement, you will be required to utilize the TMC Network, our electronic point of sale network, and, in connection therewith, purchase designated back-office system, license designated software and firmware and purchase other related computer equipment that we designate. In connection therewith, you must sign the Credit Network Agreement which sets forth the terms and conditions under which you will utilize the TMC Network. You will be required to pay us a monthly Network Fee in exchange for the right to use the TMC Network. The monthly Network Fee you will be required to pay will be our then-current Network Fee, which as of the date of this Disclosure Document is $50 per month. We reserve the right to modify the Network Fee upon 30 days' advance written notice.

The Convenience Store Franchise Agreement requires you to maintain certain types and minimum amounts of insurance coverage for your Store. You must maintain Commercial General Liability Coverage with minimum limits of $1,000,000 per occurrence and $2,000,000 aggregate limit; Liquor Liability with minimum limits of $1,000,000 per occurrence and $2,000,000 aggregate limit; Automobile Liability Coverage with minimum limits of $1,000,000 per occurrence; and, Commercial Property Insurance (an all risk full replacement policy). In addition, you must maintain Worker's Compensation Insurance with statutory limits; Employers Liability with a minimum of $500,000 per occurrence; Umbrella or Excess Insurance with a minimum of $1,000,000 per occurrence; and, any other insurance required by law. If you sell motor fuel, you must, at all times, comply with all Federal, State and local laws applicable to the ownership and operation of commercial underground storage tanks ("USTs"), including but not limited to requirements to maintain financial assurance for the USTs. The financial assurance obligation may be satisfied through participation in state administered UST funds, or where no such UST funds are applicable or available, then commercial UST insurance shall be maintained in accordance with applicable financial assurance requirements. If you elect to maintain financial assurance through another means (e.g., self-insurance or standby trust), you must provide evidence of same to us. You will also be required to waive rights of subrogation for Worker's Compensation and Employers Liability. We do not represent that the prescribed levels of coverage will sufficiently insure you against all risks associate with the operation of a convenience store. The insurers must be rated A- VIII or better in A.M. Best's Insurance Guide, and the

policy must name us, our parent and affiliated companies as additional insureds and provide that the same advance notice of cancellation or adverse modifications be given to us as is given to you.

You must participate in any loyalty programs and other marketing and promotional initiatives that we may from time to time establish. We may designate a single supplier for any of these programs or initiatives. You may be required to purchase equipment, supplies and/or other materials to participate in the programs. You must be in compliance with any rules and participation criteria applicable to these programs. We have the right to modify the participation criteria or discontinue these initiates at any time upon written notice to you. See also Item 11.

Motor Fuel Business

We or our affiliates are currently the only approved supplier of motor fuel. We reserve the right to require you to purchase additional products or services from us or our affiliates in the future. You must purchase the quantities of motor fuel from us or our affiliate as outlined in the Commodity Schedule attached to your Motor Fuel Agreement. The Commodity Schedule will identify both the quantity of motor fuel you are required to purchase and the pricing terms. If you purchase less than a full truckload of motor fuel when delivered, we may require you to pay us a Motor Fuel Pass-Through Fee.

You also must utilize the TMC Network, our electronic point of sale network, and, in connection therewith, purchase designated back-office system, license designated software and firmware and purchase other computer equipment that we designate. In connection therewith, you must sign the Credit Network Agreement which sets forth the terms and conditions under which you will utilize the TMC Network. You will be required to pay us a monthly Network Fee in exchange for the right to use the TMC Network. The monthly Network Fee you will be required to pay will be our then-current Network Fee, which as of the date of this Disclosure Document is $50 per month. We reserve the right to modify the Network Fee upon 30 days' advance written notice.

We will require you to work with a third-party management firm in connection with the construction and development of your forecourt. The third-party management firm we designate will depend on the geographic location of your Motor Fuel Business. A list of the third-party management firms we currently use is included in our Business Systems Manuals and may be revised or changed from time to time.

You must purchase all trademarked items and signage from one of our approved sources. We will provide you with a list of approved sources of trademarked items and signage.

Other than motor fuel, the TMC Network (including related software, firmware and equipment), trademarked items and signage, you may purchase any supplies, fixtures, equipment and signs for your Motor Fuel Business from any source. You will pay the then-current price in effect for all purchases you make from us, our affiliate or any third-party vendor we designate.

The cost of products, services or other items purchased according to our specifications could reasonably represent more than 50% of your total purchases and leases in connection with establishment of your Motor Fuel Business and more than 50% of your purchases and leases in operating the Motor Fuel Business.

Because we supply motor fuel to our Motor Fuel franchisees, our officers own an interest in a company that supplies products or services to Motor Fuel franchisees – TMC Franchise Corporation. Other

than our officers' ownership in us, no officers own an interest in any of our other motor fuel business suppliers.

You will purchase all products and services from us at our then-current fee. We reserve the right to charge you more than our cost for these products and services in selling or supplying these products and services to you. During the year ended April 26, 2026, we derived revenue from the sale of motor fuel to our franchisees in the amount of $8,747,980 (11.9%) of our total revenue of $73,350,063 . As of the date of this Disclosure Document, we do not receive any rebates or other consideration based upon the products or services you purchase or lease from a third party for your Motor Fuel Business, but we reserve the right to do so in the future.

There currently are no purchasing or distribution cooperatives for the Motor Fuel Business. We may negotiate purchase arrangement with suppliers (including price terms), for the benefit of the Motor Fuel System. We do not provide material benefits to you (for example, renewal or granting additional franchises) based on your purchase of particular products or services or use of particular suppliers.

The Motor Fuel Agreement requires you to maintain certain types and minimum amounts of insurance coverage for your Motor Fuel Business. You must maintain: (i) Comprehensive General Liability Insurance covering the premises, all operations at the premises, products completed operations liability, products liability, contractual liability, fire, explosion and collapse liability, as well as coverage on all contractor's equipment (other than motor vehicles licensed for highway use) owned, hired, or used in connection with the Motor Fuel Business, bodily injury, and property damage, with minimum limits of at least $1,000,000 per occurrence, and an aggregate coverage of no less than $2,000,000; (ii) if you operate, or permit the operation of, a service bay and/or car wash on the premises, Legal Liability Insurance covering fire, theft or collision, with a minimum limit of $500,000 per occurrence and coverage in the general aggregate amount of no less than $1,000,000; (iii) Automobile Liability Insurance, covering all owned, hired or otherwise operated non-owned automobiles, for death of or injury to any one person and liabilities for loss of or damage to property resulting from any one accident with a combined single limit of not less than $1,000,000 per occurrence, including MCS 90 endorsement or other acceptable evidence of financial responsibility as required by the Motor Carrier Act of 1980 and the Pollution Liability Broadened Coverage endorsement; (iv) Workers Compensation Insurance as required by law; (v) Employer's Liability Insurance against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a coverage limit of the greater of such amount required by law or $500,000 per occurrence; and (vi) environmental pollution/impairment insurance coverage in an amount of at least $1,000,000 on a continuous and uninterrupted basis insuring you for all environmental liabilities arising out of, but not limited to, the storage, handling, dispensing, and/or sale of motor fuel products and lubricants at the premises, and/or the ownership and operation of your business at the premises. Such environmental/ pollution impairment coverage shall extend at least two (2) years beyond the expiration, termination, or nonrenewal of the Motor Fuel Agreement. You may meet the requirements for environmental pollution/impairment coverage for underground storage tanks by participating in the federal Environmental Protection Agency ("EPA") approved state financial assurance fund or other EPA approved method to demonstrate financial responsibility or by satisfying any of the other financial assurance test requirements of the EPA's Financial Responsibility Regulations (40 CFR Part 280).

Branded Business

You must utilize the TMC Network, our electronic point of sale network, and, in connection therewith, purchase designated back-office system, license designated software and firmware, and purchase

other computer equipment we designate. In connection therewith, you must sign the Credit Network Agreement, which sets forth the terms and conditions under which you will utilize the TMC Network. You will be required to pay us a monthly Network Fee in exchange for the right to use the TMC Network. The monthly Network Fee you will be required to pay will be our then-current Network Fee, which as of the date of this Disclosure Document is $50 per month. We reserve the right to modify the Network Fee upon 30 days' advance written notice.

You must purchase all trademarked items and signage from one of our approved sources. We will provide you with a list of approved sources of trademarked items and signage.

Other than the TMC Network (including related software, firmware and equipment), trademarked items and signage, you may purchase any supplies, fixtures, equipment and signs from any source. You will pay the then-current price in effect for all purchases you make from us, our affiliate or any third-party vendor we designate.

The cost of products, services or other items purchased according to our specifications could reasonably represent more than 50% of your total purchases and leases in connection with establishment of your Branded Business and more than 50% of your purchases and leases in operating the Branded Business.

None of our officers own an interest in any of our branded business suppliers.

You will purchase all products and services from us at our then-current fee. We reserve the right to charge you more than our cost for these products and services in selling or supplying these products and services to you.

There currently are no purchasing or distribution cooperatives for the Branded Business. We may negotiate purchase arrangements with suppliers (including price terms), for the benefit of the Branded System. We do not provide material benefits to you (for example, renewal or granting additional franchises) based on your purchase of particular products or services or use of particular suppliers.

The Branding Agreement requires you to maintain certain types and minimum amounts of insurance coverage for your Branded Business. You must maintain: (i) Comprehensive General Liability Insurance covering the Branded Business premises, all operations at the premises, products completed operations liability, products liability, contractual liability, fire, explosion and collapse liability, as well as coverage on all contractor's equipment (other than motor vehicles licensed for highway use) owned, hired, or used in connection with the Branded Business, bodily injury, and property damage, with minimum limits of at least $1,000,000 per occurrence, and an aggregate coverage of no less than $2,000,000; (ii) Workers Compensation Insurance as required by law; (iii) Employer's Liability Insurance against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a coverage limit of the greater of such amount required by law or $500,000 per occurrence; and (iv) environmental pollution/impairment insurance coverage in an amount of at least $1,000,000 on a continuous and uninterrupted basis insuring you for all environmental liabilities arising out of, but not limited to, the storage, handling, dispensing, and/or sale of motor fuel products and lubricants at the Store premises, and/or the ownership and operation of the Branded Business at the premises. Such environmental/pollution impairment coverage shall extend at least two (2) years beyond the expiration, termination, or nonrenewal of the Branding Agreement. You may meet the requirements for environmental pollution/impairment coverage for underground storage tanks by participating in the federal Environmental Protection Agency ("EPA") approved state financial assurance fund or other EPA approved method to

demonstrate financial responsibility or by satisfying any of the other financial assurance test requirements of the EPA's Financial Responsibility Regulations (40 CFR Part 280).

Any required standards exist to protect our interests in the Business System, the Motor Fuel System and/or the Branded System, as applicable) and the Marks and not for the purpose of establishing any control or duty to take control over those matters that are reserved to you. The required standards generally will be set forth in the Business Systems Manuals or other written materials and communications. The Business Systems Manuals also will include guidelines or recommendations in addition to required standards. In some instances, the required standards will include recommendations or guidelines to meet the required standards. You may follow the recommendations or guidelines or some other suitable alternative; provided you meet and comply with the required standards. In other instances, no suitable alternative may exist. In order to protect our interests in the Business System, the Motor Fuel System, the Branded System and the Marks, we reserve the right to determine if you are meeting a required standard and whether an alternative is suitable to any recommendations or guidelines.

In addition, we may supply to a Circle K Store third-party motor fuel under the marks of a third-party source. Such a supply arrangement is not a franchise grant, is merely a fuel supply agreement with no corresponding grant of rights to use any Circle K marks or business system, is specific to each third-party source of motor fuel, and is therefore not described in detail in this Disclosure Document.

ITEM 9
FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the Convenience Store Franchise Agreement and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this franchise disclosure document.

Obligation	Section in Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Article 7 of Convenience Store Franchise Agreement	Items 5, 8 & 11
b. Pre-Opening purchases/leases	Sections 7.1, 7.5, 7.7, 8.1 & 8.3 of Convenience Store Franchise Agreement Sections 1 & 2 of Software Agreement Sections 2, 3 & 4 of Motor Fuel Agreement Security Deposit Agreement Section 1 Credit Network Agreement Section 3	Items 5, 6, 7 & 8
c. Site development and other pre-opening requirements	Sections 6.2, 7.1, 7.5 & 7.7 of Convenience Store Franchise Agreement Section 21 of Motor Fuel Agreement	Items 7, 8 & 11
d. Initial and ongoing training	Sections 8.14, 8.15, 8.16, 8.17, 8.18, 8.19 & 8.20 of Convenience Store Franchise Agreement Sections 2.4.2 & 2.4.3 of Software Agreement	Items 7 & 11
e. Opening	Sections 2.1 & 6.2 of Convenience Store Franchise Agreement	Items 7 & 11

Obligation	Section in Agreement	Disclosure Document Item
f. Fees	Article 5 & Section 6.1 of Convenience Store Franchise Agreement Section 2.1 of Software Agreement Sections 4, 8, & 19 of Motor Fuel Agreement Sections 7 & 8(f) of Branding Agreement Security Deposit Agreement Section 1 Credit Network Agreement Sections 3 and 4	Items 5, 6 & 7
g. Compliance with standards and policies/Operating Manual	Sections 2.3, 7.1, 7.2, 7.3, 7.4, 8.2, 8.3, 8.4, 8.8 & 9.1 of Convenience Store Franchise Agreement Section 2.3 of Software Agreement Sections 8, 13, 14, 15, 18, 21 & 25 of Motor Fuel Agreement Section 8 of Branding Agreement	Items 8, 11 & 14
h. Trademarks and proprietary information	Articles 4 & 9 of Convenience Store Franchise Agreement Section 2.3 of Software Agreement Section 14 of Motor Fuel Agreement Section 5 of Branding Agreement	Items 13 & 14
i. Restrictions on products/services offered	Sections 8.1, 8.2 & 8.5 of Convenience Store Franchise Agreement Section 2.6.1.1 of Software Agreement Section 2 and 3 of Motor Fuel Agreement Section 6 of Branding Agreement	Items 8 & 16
j. Warranty and customer service requirements	None Sections 2.5 & 2.6 of Software Agreement Section 26 of Motor Fuel Agreement	Items 11 & 16
k. Territorial development and sales quotas	Section 3 of Motor Fuel Agreement	Item 12
l. Ongoing product/service purchases	Articles 8.1, 8.2 & 8.5 of Convenience Store Franchise Agreement Section 2.1 of Software Agreement Sections 2 & 3 of Motor Fuel Agreement	Items 8 & 16
m. Maintenance, appearance and remodeling requirements	Articles 7.1, 7.2, 7.3, 7.4 & 7.5 of Convenience Store Franchise Agreement Section 1.2 of Software Agreement Section 14 of Motor Fuel Agreement Section 8(e) of Branding Agreement	Items 7 & 8
n. Insurance	Article 13 of Convenience Store Franchise Agreement Section 29 of Motor Fuel Agreement Section 8(h) of Branding Agreement	Items 7 & 8

Obligation	Section in Agreement	Disclosure Document Item
o. Advertising	Article 6 of Convenience Store Franchise Agreement	Items 6 & 11
p. Indemnification	Article 17 of Convenience Store Franchise Agreement Section 2.6 of Software Agreement Section 4(b), 6 & 18(h) of Motor Fuel Agreement Section 8(i) of Branding Agreement	None
q. Owner's participation/ management/staffing	Sections 8.4, 8.6, 8.7, 8.12, 8.13 & 8.14 of Convenience Store Franchise Agreement	Item 15
r. Records and reports	Sections 11.1, 11.3, 11.5. 11.6 & 11.7 of Convenience Store Franchise Agreement Section 7(c) of Branding Agreement	Items 6 & 17
s. Inspections and audits	Sections 9.4 & 11.4 of Convenience Store Franchise Agreement Section 14 of Motor Fuel Agreement Section 8(c) & 8(g) of Branding Agreement	Items 6 & 11
t. Transfer	Articles 15 & 16 of Convenience Store Franchise Agreement Sections 2.3.5 and 3.14 of Software Agreement Section 16 of Motor Fuel Agreement Section 10 of Branding Agreement	Items 6 & 17
u. Renewal	Sections 3.2, 3.3 & 3.4 of Convenience Store Franchise Agreement Section 3.1 of Software Agreement Section 1 of Motor Fuel Agreement Section 2 of Branding Agreement	Item 17
v. Post-termination obligations	Section 14.7 of Convenience Store Franchise Agreement Sections 1.4, 2.3.6 and 3.3 of Software Agreement Sections 14 & 22 of Motor Fuel Agreement Section 11(e) of Branding Agreement	Item 17
w. Non-competition covenants	Article 10 of Convenience Store Franchise Agreement Section 2 of Motor Fuel Agreement	Item 17

Obligation	Section in Agreement	Disclosure Document Item
x. Dispute resolution	Article 18 of Convenience Store Franchise Agreement Section 34, 35, 36 & 37 of Motor Fuel Agreement Section 14 of Branding Agreement	Item 17
y. Other: Confidentiality	Section 9.3 of Convenience Store Franchise Agreement Section 3.15 of Software Agreement Section 28 of Motor Fuel Agreement Section 12 of Branding Agreement	Items 14 & 15

ITEM 10
FINANCING

SUMMARY OF FINANCING OFFERED

Circle K Store

We offer an Equipment/Construction Funding program to qualified franchisees for our Convenience Store offering. If you accept funding for your Store, we will use these funds to off-set the cost of equipment and construction at your Store and pay invoices on your behalf. The amount of funding offered to you will depend on whether your Circle K Store is a newly constructed store or conversion Circle K Store; however, the funding offered will not exceed the actual costs incurred. We will retain a security interest in each item of equipment purchased with Equipment/Construction Funding until the Convenience Store Franchise Agreement expires. Upon any such expiration, we will release our security interest. If the Convenience Store Franchise Agreement is terminated, you will (a) pay us the remaining net value of the equipment, which amount will reflect the unamortized portion of the Equipment/Construction Funding you receive, or, at our option, (b) grant us access to the Store so we can remove the equipment. Upon receipt of such payment, we will release our security interest in the equipment.

For a newly constructed Circle K Store, or the raze and rebuild of a Circle K Store, two levels of funding are available, which, for purposes of the calculation of Royalty Fees are referred to as "Level 2" funding amount and "Level 3" funding amount. The Level 2 funding amount of the Equipment/Construction Funding is up to $50 for each square foot of selling space your Store contains. The Level 3 funding amount of the Equipment/Construction Funding is up to $70 for each square foot of selling space your Store contains. TMC has the right to determine the square footage to establish the maximum amount of the funding.

For bay-conversions, store re-openings, store expansion projects, or conversions where TMC cannot adequately verify existing sales levels, two levels of funding are available, which for purposes of the calculation of Royalty Fees are referred to as "Level 2" funding amount and "Level 3" funding amount. The Level 2 funding amount of the Equipment/Construction Funding is up to $40 for each square foot of selling space your Store contains, capped at $90,000. The Level 3 funding amount of the Equipment/Construction Funding is up to $60 for each square foot of selling space your Store contains, capped at $135,000. TMC has the right to determine the square footage to establish the maximum amount of the funding.

For a conversion Store, the amount of the funding specified in the Equipment/Construction Funding Agreement is based on the verified annual amount of your existing convenience store's Gross Sales for the most recently completed 12-month period as determined by you and us. If your conversion Store's tobacco sales as a percentage of your total sales are substantially over the average for such percentage, your funding may be altered. In addition, TMC reserves the right to modify the amount of the funding if, subsequent to the parties' execution of the Equipment/Construction Funding Agreement but before the store is deemed open as a Circle K Store, the merchandise sales levels drop below the amount used by TMC to set the original funding amount. Otherwise, funding for conversion Stores is as follows:

Level 1 Funding for Existing C-Store

Average Gross Sales (last 12 months)	**Equipment/Construction Funding Available**
$50,000 or less	Up to 0.5 times Gross Sales
$50,001 to $75,000	Up to 0.6 times Gross Sales
$75,001 to $100,000	Up to 0.7 times Gross Sales
$100,000+	Up to 0.75 times Gross Sales

Level 2 Funding for Existing C-Store

Average Gross Sales (last 12 months)	**Equipment/Construction Funding Available**
$50,000 or less	Up to 0.8 times Gross Sales
$50,001 to $75,000	Up to 0.9 times Gross Sales
$75,001 to $100,000	Up to 1.1 times Gross Sales
$100,001 to $150,000	Up to 1.2 times Gross Sales
$150,001+	Up to 1.3 times Gross Sales

Level 3 Funding for Existing C-Store

Average Gross Sales (last 12 months)	**Equipment/Construction Funding Available**
$50,000 or less	Up to 1.1 times Gross Sales
$50,001 to $75,000	Up to 1.3 times Gross Sales
$75,001 to $100,000	Up to 1.4 times Gross Sales
$100,001 to $150,000	Up to 1.5 times Gross Sales
$150,001+	Up to 1.6 times Gross Sales

In addition to our standard Equipment/Construction Funding, you may qualify for an additional up to $10,000 in funding if you qualify for and maintain in the Store a qualifying proprietary food service offering or third-party food service offering (such as Krispy Krunchy Chicken or Champs Chicken) that we pre-approve in writing and that complies with the terms of the applicable third-party license or other agreement pursuant to which you receive the right to operate such offering (the "Qualifying Food Offering"). If, for any reason, the Qualifying Food Offering is removed from your Store, you will be required to repay the $10,000 less the amortized portion for each month the Qualifying Food Offering was in full operation.

Funding offered for the renewal of an existing franchise agreement at an existing Circle K store will be based on our existing c-store program and corresponding funding levels. However, in certain circumstances we may offer more or less funding. The amount of funding offered to you will be determined by TMC at its sole discretion and will be provided to you prior to executing the renewal franchise agreement.

If you choose to accept the Equipment/Construction Funding from us, you will be required to execute the Equipment/Construction Funding Agreement attached as Exhibit 4 to the Convenience Store Franchise Agreement.

Regardless of the funding we offer to you, you may choose to accept any level of offered funding, or no funding. As described in greater detail in Item 6 above, if you are a single site operator, your monthly Royalty Fee will depend, in part, on the amount of funding you choose to accept. If you elect not to accept any funding from us, your monthly Royalty Fee will be 3.5% of Gross Sales. If you accept Level 1 funding, your monthly Royalty Fee will be 4.25% of Gross Sales. If you accept Level 2 funding, your monthly Royalty Fee will be 5.0% of Gross Sales. If you accept Level 3 funding, your monthly Royalty Fee will be 6.0% of Gross Sales. No matter the funding you accept from us, from and after opening of your Store, the monthly Royalty Fee will be the greater of (a) $1,000 or (b) the amount calculated as the applicable percentage of Gross Sales as set forth above and as described in more detail in Item 6.

As it relates to the equipment purchased using Equipment/Construction Funding, you, at your own cost and expense, shall (a) maintain the equipment in good repair and operating condition, (b) replace any equipment that is stolen, lost, destroyed or damaged beyond repair, which replacement equipment shall become our property, (c) replace any parts of the equipment which become worn out, lost, destroyed or damaged, which replacement parts shall become our property, (d) file the necessary tax returns and pay any property taxes associated with the equipment, and (e) obtain insurance coverage for the equipment as required by the terms of the Convenience Store Franchise Agreement.

Tax issues may arise with respect to receipt of funding from us. You are solely responsible for determining the proper tax treatment of the funding in consultation with your own tax advisor. We reserve the right to earn revenue and/or receive rebates from the equipment and/or construction services that we purchase/pay for on your behalf. We may retain all revenue and/or rebates we receive for our own account.

If you are a regional franchise developer under our *On the Run*® trademark and you elect to open a Circle K Store under the terms of an existing Regional Franchise Development Agreement ("RFD"), the Equipment/Construction Funding described in this Item 10 is not available to you. Any funding you may be offered will be covered by the terms of your RFD or in an amendment to your RFD allowing you the same construction allowance as described at the time you signed your RFD Agreement.

Motor Fuel Business

We offer an Incentive / Conversion Funding Program for our Motor Fuel Business offering. Below is a summary of the Incentive / Conversion Funding Program. If you accept Incentive / Conversion Funding from us, you will sign an Incentive and Amortization Agreement, Promissory Note, Security Agreement (form copies of each are attached as Exhibit 6 to the Motor Fuel Agreement (which is Exhibit G to this Disclosure Document)) and the Personal Guaranty (a sample copy of which is included as Exhibit J to the

Franchise Disclosure Document) that you sign in connection with the Convenience Store Franchise Agreement will apply to your obligations under the Incentive/Conversion Funding Program.

Item Financed	Source of Financing	Amount Financed	Term	Annual Interest Rate	Monthly/ Quarterly Payment	Pre-payment Penalty	Security Required	Liability Upon Default	Loss of Legal Right on Default
Business Improve-ments / Conversion Costs	Us or our affiliate	Varies See Note (1)	Varies See Note (2)	Variable rate up to the maximum amount allowed under applicable law.	See Note (3)	See Note (4)	Yes See Note (5)	Yes See Note (6)	No See Note (7)

Notes:

(1) The amount of Incentive / Conversion Funding offered will depend on the condition of the Business including, the amount of necessary improvements and branding requirements.

(2) The term of the loan will vary depending on each particular loan and the related circumstances (Section 6 of Incentive and Amortization Agreement).

(3) You will not make any payments to us or our affiliate under the terms of the Incentive and Amortization Agreement, provided an Acceleration Event (as defined in Section 2(c) of the Incentive and Amortization Agreement) does not occur. Provided an Acceleration Event has not occurred, a portion of the Incentive / Conversion Funding offered to you, plus all accrued interest, will be forgiven each year at the rate set forth in the Amortization Schedule attached to the Incentive and Amortization Agreement. The total number of payments will depend on the term of your loan and will be designated in Section 6 of the Incentive and Amortization Agreement.

(4) Provided an Acceleration Event has not occurred, no payment obligations exist under the terms of the Incentive and Amortization Agreement.

(5) In connection with obtaining Incentive /Conversion Funding, you must execute a Security Agreement covering, among other things, all accounts, inventory, equipment, furniture, fixtures, tangible property, general intangibles, chattel paper and other instrument (a sample copy of which is included in Exhibit B to the Incentive and Amortization Agreement) and a Promissory Note (a sample copy of which is included as Exhibit A to the Incentive and Amortization Agreement). In addition, the personal guaranty (a sample copy of which is included as Exhibit J to the Franchise Disclosure Document) that all of your owners must sign in connection with entering into the Convenience Store Franchise Agreement will apply to your obligations under the Incentive/Conversion Funding, including the Security Agreement and the Promissory Note.

(6) In the event of any default under the terms of the Incentive and Amortization Agreement (as defined in Section 2(c) of the Incentive and Amortization Agreement), we will have the right to: (i) require immediate payment of all amounts owing under the Incentive and Amortization Agreement, (ii) collect all amounts owing from you or any guarantor of the Incentive and Amortization Agreement, (iii) file suit and obtain judgment, (iv) take possession of any collateral, or (iv) sell, lease or otherwise dispose of any collateral at public or private sale, with or without advertisement. We will have the right to exercise any other rights under the Incentive and Amortization Agreement, Security Agreement or Personal Guaranty. This may include, among other things, foreclosing on any or all of your assets and/or taking any legal action

against one or more guarantors for payment of all amounts due, and/or exercising our rights under the Security Agreement and/or Personal Guaranty.

(7) A default under the terms of the Incentive and Amortization Agreement will constitute a default of your obligations under your Motor Fuel Agreement. A default of the Incentive and Amortization Agreement will not constitute a default of your obligations under your Convenience Store Franchise Agreement.

Tax issues may arise with respect to receipt of the Funding from us. TMC does not make any representation as to the proper tax treatment of the funding and you should consult your own tax advisor.

Branded Business

Neither we nor any agent or affiliate currently offers direct or indirect financing to you with respect to the Branded Business. We do not guarantee your note, lease or obligations with respect to the Branded Business.

ITEM 11
FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Circle K Store

Except as listed below, TMC is not required to provide you with any assistance.

Pre-Opening Obligations

Before you open your business, we will:

1) Review your site and consult with you regarding site selection, but you are ultimately responsible for locating and obtaining an acceptable site (Convenience Store Franchise Agreement, Section 2.1). In evaluating a proposed site, we consider such factors as competition, trade area analysis, proximity to institutions and other potential sources of customers, building suitability, traffic and transportation, the nature and extent of adjacent businesses, the comparative advantages of a particular market, and other factors. We will generally respond within 30 days of your request for approval of your proposed site. If we do not approve the site you propose, we will permit you to examine alternative search areas for your site. If your Store is not fully constructed within (i) one year if the Store is a conversion of an existing convenience store, including but not limited to the conversion of an existing company-operated Circle K Store; or (ii) two years if the Store is a newly constructed Store, your Convenience Store Franchise Agreement may be terminated in accordance with the provisions of the Agreement.

2) Approve your property or building lease relating to your Circle K Store (Convenience Store Franchise Agreement, Section 7.7).

3) Provide you with site development standards, construction standards, and specifications, based on the as-built plans you provide to TMC of your existing store in a CAD format. If a CAD format is not available, TMC will hire a firm to complete the measurements and provide a plan for your Store in a CAD format, using funds from your Equipment/Construction Funds. If you choose not to accept the Equipment/Construction Funding, you will bear the costs associated with providing the CAD. Once the

plan has been approved, TMC will provide you with a complete floor plan, work scope, interior sign and paint plan, and exterior sign and image plan for the project. All construction plans, material specifications, and floor designs must be approved by us before you begin construction (Convenience Store Franchise Agreement, Sections 7.1, 7.2, and 7.6).

4) Consult with you regarding the design and layout of your Circle K Store (Convenience Store Franchise Agreement, Section 7.1). We will also provide you with merchandise planograms and recommended retail prices.

5) Make periodic site inspections and conduct a final inspection, at our option, of your completed Circle K Store to determine whether you have complied with the plans and specifications previously approved by us (Convenience Store Franchise Agreement, Sections 7.2 and 12.1(B)).

6) Provide you with a list of approved suppliers for your equipment, fixtures, signs, and inventory (which will include written specifications for certain items of equipment, signs, fixtures, opening inventory and supplies in some instances and approved suppliers in other instances). We do not deliver or install any items (Convenience Store Franchise Agreement, Section 12.1(A)).

7) Select a third-party management firm to assist you with the development and construction of your Store. These services will vary depending on the construction and equipment needed to construct or convert your Store to Circle K standards and requirements (Convenience Store Franchise Agreement, Section 12.2).

8) Provide you online access to the Business Systems Manuals, which cover our operating policies, architectural and construction standards, store operations, marketing and advertising policies and standards, promotional programs, risk management, loss prevention, accounting, and other business matters. The table of contents of the Business Systems Manuals as of our last fiscal year is attached as Exhibit D (Convenience Store Franchise Agreement, Section 9.1).

9) Provide you with on-site opening assistance at your Circle K Store, as required. You, or your operations manager, and your store manager must have completed the training program, and the Store must be ready to begin operations prior to this on-site opening assistance (Convenience Store Franchise Agreement, Section 8.16). We are not obligated to provide you any pre-opening advertising, but will assist you with developing and carrying out a grand opening (Convenience Store Franchise Agreement, Section 6.2).

10) If you qualify, provide you with Equipment/Construction Funding (Convenience Store Franchise Agreement, Section 7.6).

11) Train you, or your operations manager, and your store manager, all of whom must complete the training program to our satisfaction, as follows (Section 8.14):

TRAINING PROGRAM

Subject	**Hours of Classroom Training**	**Hours of On-the-Job Training**	**Location**
1. Initial Training;	32 hours	Minimum 24 hours	Various locations,

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Business Management; State Of the Industry and Category Management; Merchandising Strategies; Brand Standards and Image Programs; Inventory Management; Customer Experience; Safety and Security; Food Service Safety; Shift Management; TMCfranchise.com; Human Resource Management; Loss Prevention; Back-Office System Training			including online, Microsoft Teams videoconferences, Circle K company operated or franchised stores
2. SSCS back-office system training	24 hours		Online
3. On-The-Job Training		40 hours	Various regional franchise locations
4. Additional In-Store Training		Up to 80 hours (as determined by TMC based on candidate's experience)	Various Circle K company operated or franchised stores regionally located

David Williams has been our Training Manager of Worldwide Franchising since May 2026 and is responsible for our store management training programs. He has 15 years of experience with us and our affiliates and 15 years of experience in the industry.

All classroom training will take place remotely through video and audio computer applications and/or other locations as specified by us. Additional to the classroom training is the Back-Office System Training, which is conducted remotely through video and audio computer applications by our designated third-party provider of the back-office system for the Store. You will also be responsible to pay for wages,

travel, lodging, meals and incidental expenses for you and your Store Manager while attending the initial training program. Training will be led by trainers that are employed by us or our affiliates, or by contract trainers, all of whom have had previous training or convenience store operations experience. The Business Systems Manuals (also referred to as the Online Store Guides) will be used as one of the principal instructional materials. On-the-job training may be conducted at various Circle K Stores (Convenience Store Franchise Agreement, Section 8.14) based on our determination of your business experience.

Failing the final exam for the classroom training or failing any portion of the on-the-job training may require retaking the training, or any additional training we determine. There is a fee of $2,000 per week for this re-training. Failure to successfully complete this training will result in the termination of your agreement and the repayment of all of our expenses, including but not limited to the investment we have made in your property.

Notes to Training Schedule:

(1) After you sign your Convenience Store Franchise Agreement, you, or your operations manager, and your store manager must successfully complete our training program before opening your Store. You will receive up to 2 weeks of classroom training and up to 2 weeks of in-store training, which may overlap with the 2 weeks of classroom training. The training program consists of several different stages, and you must successfully complete all of the stages to our complete satisfaction. If you fail to successfully complete any stage of the training program, this will constitute not successfully completing the training program. You must complete the Training Program no earlier than one hundred eighty (180) days prior to the opening of your Store.

(2) If you hire a new manager or an additional store manager, you are responsible to ensure that your new manager is adequately trained to manage the Circle K Store, which does include a complete review of the Business Systems Manuals and which may include, at your cost, successfully completing our training program. Regardless of the method you select to conduct training, your new store manager is required to successfully complete training and be certified by us within the first 90 days of employment. Should you receive a default notice and the default relates, in whole or in part, to your failure to meet any operational standards, we may require as a condition of curing the default that you and/or your manager(s) re-attend and successfully complete our training program at your expense.

(3) If you are an existing convenience store franchisee operating under the Circle K Marks, *On the Run* trademarks, Kangaroo Express trademarks, or any other marks designated by us in the future, we may offer you the opportunity to attend a modified training program (the "Modified Training Program") which is shorter in duration than the Training Program identified above. The Modified Training Program will last approximately three to five days and will cover items specific to the Circle K Program. Regardless of whether a franchisee attends the Training Program or Modified Training Program, all franchisees must complete the same pre-classroom assignments and pass the same final exam.

Continuing Obligations (Single Store Development)

During the operation of your Franchised Business, we will:

1) Periodically inspect your Store to determine whether you are operating and maintaining it as required by the Convenience Store Franchise Agreement and Business Systems Manuals, and provide you with written quality performance reviews on each inspection (Convenience Store Franchise Agreement,

Section 12.1(B)). In addition, we may make a special inspection of a Store because of specific problems that may take from one to two days.

2) Periodically update sections of the online Business Systems Manuals (Convenience Store Franchise Agreement, Section 9.2).

3) Offer periodic training for you, or your operations manager and your store manager in specialized fields (Convenience Store Franchise Agreement, Sections 8.17, 8.18, and 8.20).

4) Periodically discuss with you operating and marketing issues concerning your Store (Convenience Store Franchise Agreement, Section 12.1(D)).

5) Provide you with the names of new approved sources of supplies and products (Convenience Store Franchise Agreement, Section 12.1(A)).

6) Provide reasonable assistance to you to implement the methods and procedures for store operations required by us (Convenience Store Franchise Agreement, Sections 12.1(A), (B), (C), and (D)).

7) Recommend to you a system of store-level electronic accounting and record keeping utilizing certain computer hardware and software (Convenience Store Franchise Agreement, Sections 11.1 and 11.2).

8) Provide you with periodic recommendations regarding obtaining products, securing vendors, and establishing purchasing, selling, and pricing strategies. We may, from time to time, make suggestions to you with regard to your pricing policies. Although you generally have the right to establish prices for the products and services you sell, we reserve the right to establish and enforce prices, both minimum and maximum, to the extent permitted by applicable law. (Convenience Store Franchise Agreement, Section 12.1(A)).

9) Make available to you advertising and promotional materials and advice for local advertising (Convenience Store Franchise Agreement, Sections 6.3 and 12.1(C)).

10) Approve all advertising and promotional materials submitted to us by you (Convenience Store Franchise Agreement, Section 6.4).

Marketing/Sales Promotions

The monthly Promotional Fee collected by us (see Item 6) will be used to establish and develop local, regional and national marketing, sales promotions, image/customer service programs, franchisee incentive programs, equipment upgrades and advertising. Currently, the Promotional Fee consists of three components: Tier I (General Promotion), Tier II (Local and Regional Promotion) and Tier III (National Promotional). These components are discussed below:

Tier I – General Promotion. You will pay a monthly fee of 0.25% of your Store's monthly Gross Sales (on Gross Sales of up to $125,000) for general promotional costs. We will use this fee for store image/ customer service inspections, incentive programs for franchisees, administrative costs associated with the Promotional Fund, and to pay for work done by outside advertising agencies in developing creative advertising concepts and in various promotional materials for the Circle K System.

Tier II – Local and Regional Promotion. The Tier II component covers local and regional promotional costs to promote Circle K Stores. The monthly fee for this component may vary based on the particular Designated Marketing Area (DMA) in which your Store is located and is subject to change from time to time. You will pay up to 1.25% of your Store's monthly Gross Sales (on Gross Sales of up to $125,000) for regional promotional costs. All Circle K franchisees who have signed a single site franchise agreement located within a given DMA may not pay the same fee. The Tier II funds will be used to cover regional promotion and equipment upgrades for the Circle K Stores located in your region or DMA, which may also include radio, direct mailings, and newspaper advertising and other regional advertising efforts. At our option, and if there are surplus Local and Regional Promotional Fees, TMC may elect to direct a portion of the Local and Regional Promotional Fees to be used to fund the Local Store Marketing Program ("LSM"). The LSM will allow each franchisee the ability to use a portion of these funds on approved, store level marketing and promotional programs. LSM funds may not be available each year.

Tier III – National Promotion. This component of the Promotional Fees will be used primarily to conduct national advertising. The Tier III component is not currently in effect. If implemented (upon 60 days advance written notice), you will pay up to 0.25% of your Store's monthly Gross Sales (on Gross Sales of up to $125,000) for national promotion.

We have the final decision-making authority over all matters relating to the Promotional Fees collected and expended. We currently establish promotional programs for the promotion of the Circle K system and products. Our marketing department is responsible for category development, as well as the development of the promotional programs, which includes the production, research, and administration of advertising, marketing calendars, production of television, radio, newspaper, direct mail, and point of purchase advertising, grand opening activities for new Store openings and all collateral materials. Upon written request, we will provide you with an annual unaudited accounting of the total amount of Promotional Fees collected and the total costs incurred by us. Our possession and custody of funds as Promotional Fees from you and other franchisees shall not be construed as making us a fiduciary with respect to the collection or expenditure of such funds, and any Promotional Fees will not be held in a trust or escrow account. In addition to Promotional Fees from franchisees, our affiliate Circle K Stores Inc. and outside vendors and suppliers may contribute monies to various promotional programs, although the company-operated Circle K Stores are not required to contribute on the same basis. We are not obligated to spend the Promotional Fees collected in any particular market nor are we obligated to spend all of the Promotional Fees collected in any fiscal year. We cannot guaranty that you will benefit directly or pro rata from the Promotional Fund, and allocations from the Promotional Fund may benefit other franchise or company-owned Stores disproportionately to your Store. If our costs for a fiscal year for the advertising and promotions described above exceed or fall short of the Promotional Fees collected for a fiscal year, we may, at our option, carry the excess or shortfall to the next fiscal year. We may use a portion of the Promotional Fees to solicit new franchise sales.

During the year ended April 26, 2026, the Promotional Fees were spent as follows:

Point of Purchase Promotions	17%
Advertising	14%
Fixtures/Equipment	5%
Inspections/Incentives	32%
Local Store Promotions	22%
Category Development	5%
Administration	5%
	100%

You may develop advertising materials for your own use at your own cost and expense, which must comply with our standards. However, you must obtain our written approval before using any of the advertising materials you develop, including the grand opening activities at your Store. Our approval is required regardless of the form of media used for advertising, including electronic media, social media and the internet. Any costs and expenses incurred by you for your own advertising, marketing, or sales promotions will be in addition to, and not in lieu of, the Promotional Fees.

You also must conduct a grand opening advertising and promotional campaign in connection with the opening of your Store. The grand opening advertising and promotional campaign must occur within 100 days of the date you begin conducting business at the Store under the Circle K Marks. All grand opening activities and related publicity must receive our prior written approval. We will provide a grand opening materials package to you. You will be responsible for all costs and expenses associated with your grand opening campaign; however, if you contribute toward the Tier II Promotional Fund, we will reimburse you (from funds deposited in the Promotional Fund) for pre-approved expenditures in the amount of $0.50 for each $1.00 you spend, up to a maximum reimbursement of $4,000.

In addition, you must conduct such promotions and special events, and offer such promotional items, as we may require from time to time. You must participate in any loyalty programs and other marketing and promotional initiatives that we may from time to time establish. We have the right to modify the participation criteria or discontinue such initiates at any time upon written notice to you.

We currently do not have an advertising council, but we reserve the right to create one in the future.

As of the date of this Disclosure Document, there are no advertising cooperatives or local marketing groups (collectively, "LMGs") formed, but we reserve the right to designate or form one in your area in the future and require you to participate in the LMG. The Convenience Store Franchise Agreement does not provide and we currently do not have a plan for determining: (1) how the area or membership of the LMG is defined, (2) how much a franchisee must contribute to the LMG and whether franchisees contribute different amounts, (3) whether the franchisor-owned outlets must contribute to the LMG and if so, whether on the same basis, (4) who is responsible for administering the LMG, (5) whether the LMG must operate from written governing documents and whether these documents are available for franchisees to review, and (6) whether the LMG must prepare annual periodic financial statements and whether they are available for a franchisee to review. We also reserve the right to change, dissolve or merge any LMGs.

Additional Training

We may hold additional or refresher training courses from time to time, and may require that you and your store managers attend these courses. There will be no fee charged for these courses (unless we elect to conduct training in a location near you to accommodate your needs), but you will have to pay for the costs of travel, lodging, meals, and other expenses incurred by you and your store managers in attending this training.

Any training provided by us to any of your employees will be limited to training or guiding the employees regarding the provision of approved products and services to customers in a manner that reflects the customer service standards of the Circle K System. You are, and will remain, the sole employer of your employees at all times, including during all training programs, and you are solely responsible for all employment decisions and actions related to your employees. You are solely responsible for ensuring that your employees receive adequate training.

Opening

Franchisees typically open their Stores within 150 to 200 days after they sign a Convenience Store Franchise Agreement if their Store is a conversion store, and within 15 to 18 months if their Circle K Store is a new Store. The factors that affect this time period are the ability to obtain a lease, financing or building permits, zoning and local ordinances, weather conditions, labor shortages and delayed installation of equipment, fixtures, and signs. Depending on the extent of the necessary work, we may require you to either close the store, or keep the store open, during the conversion process.

The Store must be fully constructed in accordance with Section 7.1 of the Convenience Store Franchise Agreement and should be ready to open within (i) 1 year after the effective date of the Convenience Store Franchise Agreement (the "Effective Date"), if the Store is a conversion store; or (ii) 2 years after the Effective Date, if the Store is a new store. Your failure to open the Store within (i) one year of the Effective Date if the Store is a conversion store, or (ii) two years of the Effective Date if the Store is a new store, shall be grounds for immediate termination by us.

Computer System

You must obtain an integrated electronic point of sale scanning cash register/motor fuel dispenser controller system (the "EPOS System") for the management of your Store. The EPOS System will record management, accounting and record keeping functions, utilizing certain computer hardware and software specified by us, including any subsequent enhancements and upgrades. You may also be required to obtain certain hardware and software, and associated communication lines, in the form of payment, activation, or acceptance terminals related to proprietary gift card, cash card, telecom, or other electronic card based proprietary programs. We currently require you to use Verifone or Radiant for the EPOS System. The EPOS System currently costs about $25,000 to $40,000.

In addition to the EPOS System, we may require you to install a back-office computer system, including both hardware and software (currently SSCS), or other existing or future communication or data storage systems (collectively "Computer Systems"), meeting our standards, as modified from time to time in response to business operations and marketing conditions. These Computer Systems may include hardware and software components and require you to attend training, purchase on-going support and perform periodic upgrades. The Computer Systems currently cost approximately $15,000 to $20,000. The

Computer Systems will be used to assist you in the operation of your Store and may allow you to perform such functions as preparing reports, organizing inventory, communicating via e-mail, e-training and accessing the Internet. You will be responsible for all costs associated with any Computer Systems we require you to install, including those relating to software licenses, training, on-going support and upgrades. We have the right to require you to purchase the Computer Systems from a single source or sources we designate. Regardless of whether we require you to install any Computer Systems, you must have, at all times, access to the internet through an established service provider and maintain an active e-mail account on the internet at your Store and keep us informed of the e-mail address for your account.

Neither we, nor any affiliate or third party, is obligated to provide ongoing maintenance, repairs, upgrades or updates for the EPOS System or Computer Systems. We currently do not require you to purchase a maintenance, repair, upgrade or update service contract for the EPOS System or Computer Systems, but we reserve the right to do so in the future. The current annual cost of a service contract for the EPOS System is $2,400 to $3,600 and $1,800 to $3,000 for the Computer Systems.

It is your responsibility to make sure that you are in compliance with all laws that are applicable to the EPOS System or other technology used in the operation of your Store, including all data protection or security laws as well as PCI compliance.

You must enter into a Software Agreement with us or our affiliates and pay a monthly maintenance and support fee to us or our affiliates for the use and upgrades of your TMC Software. Currently there is no fee being charged in conjunction with the Software Agreement, but we have the right to do so upon sixty (60) days' written notice.

We may on written notice require you to participate in a website, the Extranet, Intranet, or other on-line communications (including social media). We will determine the content and use of the website, Extranet, Intranet, or other on-line communications (including social media) and will establish rules under which you may or will: (a) participate in such website, Extranet or Intranet, or (b) separately use the Extranet, Internet or other on-line communications (including social media).

We must have full access to the Store-related data contained in your EPOS System, back office system, and Computer System. This means that we have the right to contact your computer independently via modem or another electronic device and inspect or copy the information on your EPOS System or Computer System. There are no contractual limitations on the data we may extract from your EPOS System, back office system, or Computer System. This will allow us to monitor your daily sales and the business activity at the Store. You are required to process an accurate daily report in your Computer Systems and to close your business in your Computer System daily. This includes the posting of all receipts and other related items. To facilitate automated communications, a dedicated communications line is required for your computer. This line will be used to obtain data needed to calculate certain fees owed to us, as well as to provide you with other support. Also, in order for us to calculate and for you to receive rebates, you must strictly comply with our systems and communications requirements. Further, we may update the minimum hardware and software requirements for the computer systems described above and you must comply with any update at your expense. There are no contractual limitations on the hardware and software upgrades that we may require you to make.

We may enter (at all reasonable times) your Store, electronically or in person, to inspect your compliance with the Convenience Store Franchise Agreement. We may also audit your records, including electronic data and other records, upon 48 hours' prior written notice to you.

In addition, if you do not offer any fuel for sale at the Franchised Location or if you execute the Motor Fuel Agreement or the Branding Agreement, you will be required to sign a Credit Network Agreement, pursuant to which you will receive access to the TMC Network, our online debit/credit network for processing debit and credit transactions. You will be required to pay us a monthly Network Fee in exchange for the right to use the TMC Network. The monthly Network Fee you will be required to pay will be our then-current Network Fee, which as of the date of this Disclosure Document is $50 per month. We reserve the right to modify the Network Fee upon 30 days' advance written notice. See also Item 6.

Other than as set forth above, we are not obligated to provide other supervision, assistance, or services after the opening of your Circle K Store.

Motor Fuel Business

Except as listed below, TMC is not required to provide you with any assistance.

Pre-Opening Obligations (Motor Fuel Business)

Before you open your business, we will:

1) Provide you with standards, policies, guidelines, procedures, programs, requirements and specifications regarding site development and business operations, requirements and specifications. (Motor Fuel Agreement, Section 15(a)).

2) Make periodic site inspections of your Motor Fuel Business (Motor Fuel Agreement, Section 15(e)).

3) Provide you with a list of approved suppliers for your trademarked items and signs (Motor Fuel Agreement, Section 15(j)).

4) Provide you with motor fuel in connection with the quantity requirements noted in your Motor Fuel Commodity Schedule (Motor Fuel Agreement, Section 2).

5) Provide you with a copy of the Circle K Card Guide and any other manual we may develop in the future which cover our operating policies, motor fuel business operations, and other business matters (Motor Fuel Agreement, Section 9 (d)).

Continuing Obligations (Motor Fuel Business)

During the operation of your franchised business, we will:

1) Periodically inspect your Motor Fuel Business to determine whether you are operating and maintaining it as required by the Motor Fuel Agreement (Motor Fuel Agreement, Sections 15(e) and 15(i)).

2) Provide you with any updates to the Circle K Card Guide (Motor Fuel Agreement, Section 9(d)).

3) Provide you with motor fuel in connection with the quantity requirements noted in your Motor Fuel Commodity Schedule (Motor Fuel Agreement, Section 2).

4) Provide you with the names of new approved sources of supplies and products (Motor Fuel Agreement, Section 15(j)).

Marketing/Sales Promotions

We are not required to provide you with any marketing or promotional materials for your Motor Fuel Business. We do not conduct a separate system-wide marketing program for our Motor Fuel Business offering. You are not required to engage in any local advertising or promotion of your Motor Fuel Business, but if you choose to do so, any advertising materials you develop must comply with our standards and you must obtain our written approval before using any advertising materials you develop for your Motor Fuel Business.

We currently do not have an advertising council for our Motor Fuel offering, but we reserve the right to create one in the future.

As of the date of this Disclosure Document, there are no advertising cooperatives or other local marketing groups (collectively, "LMGs") formed for our Motor Fuel Business, but we reserve the right to form one in your area in the future and require you to participate in the LMG. The Motor Fuel Agreement does not provide and we currently do not have a plan for determining: (1) how the area or membership of the LMG is defined, (2) how much a franchisee must contribute to the LMG and whether franchisees contribute different amounts, (3) whether the franchisor-owned outlets must contribute to the LMG and if so, whether on the same basis, (4) who is responsible for administering the LMG, (5) whether the LMG must operate from written governing documents and whether these documents are available for franchisees to review, and (6) whether the LMG must prepare annual periodic financial statements and whether they are available for a franchisee to review. We also reserve the right to change, dissolve or merge any advertising LMGs.

Training

As of the date of this Disclosure Document, we do not offer or require our motor fuel franchisees to attend an initial training program or any ongoing training except for the initial training program and ongoing training required for the operation of a Circle K Store.

Opening

Motor Fuel franchisees typically open their Businesses within 30 to 180 days after they sign a Motor Fuel Agreement if their Motor Fuel Business is an existing Circle K Motor Fuel Business or a conversion forecourt, and within 9 to 18 months if their Motor Fuel Business is a new forecourt. The factors that affect this time period are the ability to obtain a lease, financing or building permits, zoning and local ordinances, weather conditions, labor shortages and delayed installation of equipment, fixtures, and signs. Your failure to open your Motor Fuel Business within the time periods noted above may be grounds for default and termination.

Computer System

The computer and EPOS requirements (including back-office system) for a Store apply to a Motor Fuel Business. Except for the Network Fee outlined below, there are no additional computer-related requirements, investments or obligations imposed beyond those required for a Store.

In connection with the operation of your Motor Fuel Business, you must sign a Credit Network Agreement to receive access to the TMC Network. You will be required to pay us a monthly Network Fee in exchange for the right to use the TMC Network. The monthly Network Fee you will be required to pay will be our then-current Network Fee, which as of the date of this Disclosure Document is $50 per month (Network Fee). We reserve the right to modify the Network Fee upon 30 days' advance written notice.

Branded Business

Except as listed below, TMC is not required to provide you with any assistance.

Pre-Opening Obligations (Branded Business)

Before you open your business, we will:

1) Provide you with a list of approved suppliers for your trademarked items and signs (Branding Agreement, Section 5).

2) Provide you with a copy of the Circle K Card Guide and any other manual we may develop in the future which cover our operating policies, branding requirements, and other business matters (Branding Agreement, Section 5).

Continuing Obligations (Branded Business)

During the operation of your franchised business, we will:

1) Periodically inspect your Branded Business to determine whether you are operating and maintaining it as required by the Branding Agreement (Branding Agreement, Section 8(c)).

2) Provide you with any updates to the Circle K Card Guide (Branding Agreement, Section 5).

3) Provide you with the names of new approved sources of supplies and products (Branding Agreement, Section 5).

Marketing/Sales Promotions

We are not required to provide you with any marketing or promotional materials for your Branded Business. We do not conduct a separate system-wide marketing program for our Branded Business offering. You are not required to engage in any local advertising or promotion of your Branded Business, but if you choose to do so, any advertising materials you develop must comply with our standards, and you must obtain our written approval before using any advertising materials you develop for your Branded Business.

We currently do not have an advertising council for our Branded Business offering, but we reserve the right to create one in the future.

As of the date of this Disclosure Document, there are no advertising cooperatives or other local marketing groups formed for our Branded Business.

Training

As of the date of this Disclosure Document, we do not offer or require any training for the operation of a Branded Business except for the initial training program and ongoing training required for the operation of a Circle K Store.

Opening

A Branded Business typically opens within 30 to 180 days after a Branding Agreement is signed. The factors that affect this time period are delayed installation of equipment, fixtures, and signs.

Computer System

The computer and EPOS requirements for a Store apply to a Branded Business. Except for the Network Fee outlined below, there are no additional requirements, investments or obligations imposed beyond those required for a Store.

In connection with the operation of your Branded Business, you must sign a Credit Network Agreement to receive access to the TMC Network. Pursuant to the Credit Network Agreement, you will be required to pay us a monthly Network Fee in exchange for the right to use the TMC Network. The monthly Network Fee you will be required to pay will be our then-current Network Fee, which as of the date of this Disclosure Document is $50 per month. We reserve the right to modify the Network Fee upon 30 days' advance written notice.

Any evaluation or inspection we conduct is not intended to exercise, and does not constitute, control over your day-to-day operation of the Circle K Store or to assume any responsibility for your obligations under the Convenience Store Franchise Agreement, the Motor Fuel Agreement or the Branding Agreement (as applicable).

ITEM 12
TERRITORY

Circle K Store

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. The Convenience Store Franchise Agreement grants you the right to operate one convenience store only at the location specified. You may not relocate your site without our prior written consent. If we consent to relocation of your Store, you must construct the new Store in accordance with our current specifications and at your sole cost and expense, including a relocation fee of 50% of the Initial Franchise Fee you paid when you signed the Convenience Store Franchise Agreement as reimbursement for expenses we have incurred in connection with the relocation.

You do not receive any rights to: (i) sell products or merchandise identified by the Circle K Marks at any location (other than your approved Circle K Store premises) or through any other channels or methods of distribution, including the internet (or any other existing or future form of electronic commerce); (ii) sell products or merchandise identified by the Circle K Marks to any person or entity for resale or further

distribution; or (iii) exclude, control or impose conditions on TMC's development or operation of franchised, company or affiliate owned stores at any time or at any location.

We may grant franchises for Circle K Stores or Other Circle K Franchised Outlets or operate Circle K Stores (with or without motor fuel businesses) at any location as determined by us, regardless of proximity to your Store.

Regardless of whether you are a single Store operator or, a multiple Store operator, we reserve the right to sell products bearing the Circle K Marks within your trade area through Circle K stores, other convenience stores and alternate channels of distribution other than convenience stores. We and our affiliates also are free to establish or operate other company-owned or franchised outlets or channels of distribution selling products or services under a trademark different than the Circle K Marks. In particular, as described below, we or our affiliates have the right to operate and establish company-owned or franchised outlets under the *On the Run®,* Kangaroo Express®, and Holiday Stationstores® marks. These products or services may or may not be similar to the products and services offered at your Circle K Store. All of these locations and activities may compete with you. We also may vary standards for any Circle K franchise owner based on a particular site or circumstance, population variations, business potential, trade area, existing practices, or any other condition which we may determine to be significant.

We are not required to pay you if we exercise any of the rights specified above.

The *On the Run*® businesses sell goods and services similar to the franchise offered under this Disclosure Document. Specifically, the *On the Run*® business offers convenience store franchises under the *On the Run*® mark. Currently, the outlets operated under the *On the Run*® mark will be franchised, but we reserve the right to own or operate outlets under the *On the Run*® mark. Franchisees using the *On the Run*® mark have the right to solicit customers in your trade area. The *On the Run*® franchise business is operated from the same offices as the Circle K franchise business, at 1130 West Warner Road, Tempe, Arizona 85284. We currently provide training for *On the Run*® franchisees in the same facility as Circle K franchisees.

We may grant franchises for *On the Run*® stores or operate *On the Run*® stores at any location as determined by us, regardless of proximity to your Store.

The Kangaroo Express® businesses also sell goods and services similar to the franchise offered under this Disclosure Document. As mentioned in Item 1 of this Disclosure Document, beginning in 2015, we began offering and selling franchises under the Kangaroo Express® marks for the operation of Kangaroo Express® convenience stores. We have, and in the future our franchisees using the Kangaroo Express® mark may have, the right to solicit customers in your trade area. The Kangaroo Express® franchise business is operated from the same offices as the Circle K and *On the Run*® franchise businesses, at 1130 West Warner Road, Tempe, Arizona 85284. We currently provide training for Kangaroo Express® franchisees in the same facility as Circle K and *On the Run*® franchisees.

We may grant franchises for Kangaroo Express® stores or operate Kangaroo Express® stores at any location as determined by us, regardless of proximity to your Store.

The Holiday Stationstores® businesses also sell goods and services similar to the franchise offered under this Disclosure Document. As mentioned in Item 1 of this Disclosure Document, in December 2017, we acquired HDS, which offers and sells franchises under the Holiday Stationstores® marks for the

operation of Holiday Stationstores® convenience stores. HDS and its affiliates have, and in the future franchisees using the Holiday Stationstores® mark may have, the right to solicit customers in your trade area. The Holiday Stationstores® franchise business is operated from HDS's principal place of business at 4567 American Boulevard West, Minneapolis, Minnesota 55437.

HDS may grant franchises for Holiday Stationstores® stores and HDS or its affiliates may operate Holiday Stationstores® stores at any location as determined by HDS or its Affiliates, regardless of proximity to your Store.

Continuation of your franchise does not depend on you achieving a certain minimum sales quota, market penetration, or other contingency. We generally will not grant you any options, rights of first refusal or similar rights to acquire additional franchises within a particular territory or contiguous territories.

There are no restrictions on the customers that you may solicit or service, but you do not have the right to use other channels of distribution such as mail order, catalog, telemarketing or Internet to make sales to customers.

Motor Fuel Business

The grant of a Motor Fuel franchise under this Disclosure Document is non-exclusive. You will not receive an exclusive territory or any form of territorial protection. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. The Motor Fuel Agreement grants you the right to operate one Motor Fuel Business only at the location specified. You may not relocate your site without our prior written consent. If we consent to relocation of your Motor Fuel Business and Circle K Store, you must construct the new site in accordance with our current specifications and at your sole cost and expense.

You do not receive any rights to: (i) sell motor fuel identified by the Circle K Marks at any location other than the site for your Motor Fuel Business or through any other channels or methods of distribution, including the internet (or any other existing or future form of electronic commerce); (ii) any right to sell motor fuel identified by the Circle K Marks to any person or entity for resale or further distribution; or (iii) any right to exclude, control or impose conditions on TMC's development or operation of franchised, company or affiliate owned motor fuel businesses at any time or at any location.

We may issue franchises or operate Motor Fuel Businesses at any location as determined by us.

We and our affiliates reserve the right to sell motor fuel products bearing the Circle K Marks within your trade area to other motor fuel businesses and through alternate channels of distribution. We and our affiliates also are free to establish or operate other company-owned or franchised outlets or channels of distribution selling products or services under a trademark other than the Circle K Marks. These products or services may or may not be similar to the products and services offered at your Circle K Motor Fuel Business. All of these locations and activities may compete with you. We also may vary standards for any Circle K franchise owner based on a particular site or circumstance, population variations, business potential, trade area, existing practices, or any other condition which we may determine to be significant.

We are not required to pay you if we exercise any of the rights specified above.

Continuation of your Motor Fuel Business depends on your purchase of a certain quantity of motor fuel from us as outlined further in your Motor Fuel Agreement. Your failure to purchase the quantity of

motor fuel outlined in your Motor Fuel Agreement may result in termination of the Motor Fuel Agreement. We generally will not grant you any options, rights of first refusal or similar rights to acquire additional franchises within a particular territory or contiguous territories.

There are no restrictions on the customers that you may solicit or service, but you do not have the right to use other channels of distribution such as mail order, catalog, telemarketing or Internet to make sales to customers.

Branded Business

The grant of a Branded Business under this Disclosure Document is non-exclusive. You will not receive an exclusive territory or any form of territorial protection. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. The Branding Agreement grants you the right to operate one Branded Business only at the location specified. You may not relocate your site without our prior written consent. If we consent to relocation of your Branded Business and Circle K Store, you must construct the new site in accordance with our current specifications and at your sole cost and expense.

You do not receive any rights to: (i) sell motor fuel identified by the Circle K Marks at any location other than the site for your Branded Business or through any other channels or methods of distribution, including the internet (or any other existing or future form of electronic commerce); (ii) any right to sell motor fuel identified by the Circle K Marks to any person or entity for resale or further distribution; or (iii) any right to exclude, control or impose conditions on TMC's development or operation of franchised, company or affiliate owned motor fuel businesses at any time or at any location.

We may issue franchises or operate other Branded Businesses at any location as determined by us.

We generally will not grant you any options, rights of first refusal or similar rights to acquire additional franchises within a particular territory or contiguous territories provided that you will have the right to sublicense the use of the Circle K Marks to other motor fuel retailers with our consent.

There are no restrictions on the customers that you may solicit or service, but you do not have the right to use other channels of distribution such as mail order, catalog, telemarketing or Internet to make sales to customers.

ITEM 13
TRADEMARKS

You are granted the right to operate a Convenience Store and, if applicable a Motor Fuel Business or Branded Business, under the Circle K Marks which are owned by our parent, Circle K Stores Inc. The Marks are licensed to TMC under a license agreement with Circle K Stores Inc. dated March 30, 2009, that has successive one-year terms. Circle K Stores Inc. has the right to terminate the license agreement at any time if TMC fails or neglects to perform its obligations regarding the quality usage standards of the trademarks, following a 30-day right-to-cure period. You may use the Marks only in the manner authorized and permitted by us, and only under the terms of the Convenience Store Franchise Agreement, Motor Fuel Agreement and/or Branding Agreement. By "Marks," we mean all trademarks, service marks, trade names, logos, and commercial symbols used to identify the Store. We may change, modify, or discontinue any of the Marks listed below.

The following Marks are registered on the Principal Register in the United States Patent and Trademark Office. All required affidavits and renewals for the registered trademarks listed below have been filed.

The Mark	Description of the Mark	Registration Date	Registration Number
Circle K	Word mark	March 24, 1981	1,149, 199
	Circle K Design	May 2, 2017	5196054
	K Design	May 2, 2017	5196055
	Circle K Design	February 13, 2018	5399871

There are currently no effective material determinations by the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, or any pending infringement, opposition, or cancellation proceedings, or any pending material litigation involving the Marks in the United States. No agreements limit either TMC's or our affiliates' rights to use or license others to use the Marks.

You must use the Marks only in the manner set forth in the Convenience Store Franchise Agreement, Motor Fuel Agreement, Branding Agreement, Business Systems Manuals, and Motor Fuel Business Systems Manual, and as specified periodically by us. We have the right to modify or discontinue use of any Mark or to use one or more additional or substitute names or Marks, and you must comply, at your expense, with our directions with respect to these changes. We may, however, reimburse you for certain expenses where such changes result from an adverse third-party claim or a court decision. You may not use any of the Marks as part of your corporate, partnership or other legal entity name.

You must notify us immediately if you learn about an infringement of or challenge to your use of our Marks. We have the right to take whatever action we believe is, in our judgment, appropriate. TMC and our affiliates have the right to manage and resolve disputes with third parties concerning the Marks. Except as noted below, we are not required to defend you against any claim opposing your use of the Marks. You may tender the defense of any trademark action to us within 7 days after you receive it. You can hire your own attorney to defend you in this action, but you must pay your own legal expenses. If any claim relates just to your use of the Marks in complete compliance with your Convenience Store Franchise Agreement, Motor Fuel Agreement and/or Branding Agreement, we will defend you against any such claim and will protect, indemnify, and hold you harmless from any loss from this claim. You may not contest our rights to the Marks, trade secrets, or our proprietary and distinctive business system.

Neither TMC nor our affiliates know of any infringing or prior uses that could materially affect your use of the Circle K Marks.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not grant you the right to use any items covered by a patent, pending patent application or copyright, but we do permit you to use proprietary information in the Business Systems Manuals and Motor Fuel Business Systems Manuals. See Item 11. Although we have not filed an application for copyright registration for the Business Systems Manuals, Motor Fuel Business Systems Manual and related materials, the information in the Business Systems Manuals, Motor Fuel Business Systems Manual, and related materials is proprietary, and we claim copyrights to the entire Business Systems Manuals, Motor Fuel Business System Manual, and related materials used in connection with the operation of your Store.

There are currently no effective determinations of the Copyright Office (Library of Congress), United States Patent and Trademark Office, Board of Patent Appeals and Interferences, or any court, or any pending infringement, opposition or cancellation proceeding or any pending material litigation involving any patents or copyrights. There are currently no agreements in effect that significantly limit our rights to use or license the use of any patents or copyrights in any manner material to the franchise. There are no infringing uses actually known to us that could materially affect your use of the patents or copyrights.

We are not obligated to protect you against infringement or unfair competition claims arising out of your use of any patents or copyrights, or to participate in your defense or indemnify you. We reserve the right to control any litigation related to any patents and copyrights and we have the sole right to decide to pursue or settle any infringement actions related to the patents or copyrights. You must notify us promptly of any infringement or unauthorized use of the patents or copyrights of which you become aware.

All ideas, concepts, techniques, or materials concerning the Business System, Motor Fuel System or Branded System whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be deemed to be solely and exclusively our property, part of the Business System, Motor Fuel System or Branded System, and works made-for-hire for us. To the extent any item does not qualify as a "work made-for-hire" for us, you assign ownership of that item, and all related rights to that item, to us and you must take whatever action (including signing assignment or other documents) we request to show our ownership or to help us obtain intellectual property rights in the item.

ITEM 15
OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS

We do not require that you personally manage the Store, Motor Fuel Business or Branded Business, but you must be actively involved in the day-to-day operations of the Store, Motor Fuel Business and/or Branded Business and spend adequate management time required to maintain the standards of the Convenience Store Franchise Agreement, Motor Fuel Agreement and/or Branding Agreement. If you do not personally manage the Store or Motor Fuel Business, the business must be directly supervised "on-premises" by a manager who has successfully completed our training program and this person must be designated as your "Key Person" in the Convenience Store Franchise Agreement and Motor Fuel Agreement. You, or your operations manager and your store manager must successfully complete the required training program in order to be authorized and permitted to operate and manage the Circle K Store and Motor Fuel Business. The on-premises manager need not have an ownership interest in the franchise.

You, your manager, and other employees must agree to maintain confidentiality of the proprietary information described in Item 14.

The Store, Motor Fuel Business and/or Branded Business is to be open for business in normal operations (doors open and fully illuminated) 24 hours a day, 7 days a week (including all holidays), unless otherwise agreed by us in writing, or unless prohibited by law. If you operate the Store and/or Motor Fuel Business and/or Branded Business for less than 24 hours any day during a month in a locality that is not prohibited by local law or ordinances to operate 24 hours a day, or if you operate the Store, Motor Fuel Business and/or Branded Business for 24 hours a day, 7 days a week but utilize a pass-through window or bullet-resistant glass surrounding your sales counter for any such time, your monthly Royalty Fee may be increased by up to 1%.

No employee of yours will be deemed to be an employee of ours for any purpose whatsoever, and nothing in any aspect of the Business System, the Motor Fuel System, the Branded System or the Marks in any way shifts any employee or employment related responsibility from you to us. You alone are responsible for hiring, firing, training, setting hours for and supervising all employees.

If you operate the franchise under any form of business entity (and not as an individual), then each person owning an equity or voting interest in the entity must sign a Personal Guaranty in the form attached to this Disclosure Document as Exhibit J. In addition to the Personal Guaranty, a cross-corporate guaranty may also be required in certain circumstances.

As between us and you, you are solely responsible for the safety and well-being of your employees and the customers of the franchise business.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

We require you to offer and sell at your Convenience Store only those products and services specified or approved by us, which will include those products and services generally offered at Circle K Stores. You must offer for sale all products and services that we designate as required for all franchisees. These products and services will consist generally of the products and services offered by convenience stores. Your products and services must be presented in the Store according to the floor plan and gondola plan specifications of the Plan-O-Gram presentation design provided to you by us. You must comply with every detail of the Plan-O-Gram designed for your Store. Your Store plan may not vary from the written Plan-O-Gram without our written approval. You also may not sell any products, merchandise or services relating to the Circle K Marks or purchased through our (or our affiliates') negotiated purchase arrangements with suppliers at any location other than your Franchised Location. We have the right to add additional products and services that you must offer. There are no limits on our right to do so. See Items 8 and 9.

You may sell alcoholic beverages and tobacco products only in accordance with local licensing and other legal requirements.

If you sell motor fuel at the Franchised Location, it must be the brand of motor fuel that has been approved by us. We require you to offer and sell at your Motor Fuel Business only motor fuel supplied by us or our affiliate if you sign a Motor Fuel Agreement. Further, as of the date of this Disclosure Document, we only offer motor fuel businesses to franchisees that operate a Circle K Convenience Store in accordance

with our requirements. If at the time you enter into a Franchise Agreement with us, you are subject to a third-party fuel supply arrangement to sell at the Franchised Location third-party motor fuel, we will have a right to begin supplying Circle K branded fuel to you upon expiration of the third-party fuel supply arrangement; provided that if, prior to the date of such expiration, you have secured a new bona fide written offer from a reputable third-party fuel supplier setting forth fuel supply terms binding on the offeror (a "Third-Party Fuel Offer"), we will offer to you substantially the same price and delivery terms as such Third-Party Fuel Offer. See also Item 1 for a more detailed description of our right to supply fuel to you.

You are not limited in the customers to whom you may sell products or services, except as restricted by law.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this franchise disclosure document.

Provision	Section in Franchise or other agreement*	Summary
a. Length of the franchise term	Section 3.1; Section 3.1 of Software Agreement; Section 2 of the Motor Fuel Agreement; Section 1 of Branding Agreement	Convenience Store Franchise Agreement: Term is 10 years from the date your Store is deemed by us to be open for business under the Convenience Store Franchise Agreement. Software Agreement: Term is the lesser of 10 years or the date of termination or expiration of the Convenience Store Franchise Agreement. Motor Fuel Agreement: Term is the lesser of 10 years or the term of the Convenience Store Franchise Agreement. Branding Agreement: Term is the lesser of 10 years or the term of the Convenience Store Franchise Agreement.
b. Renewal or extension	Section 3.2; Section 3.1 of Software Agreement; Section 2 of the Motor Fuel Agreement; Section 2 of the Branding Agreement	Convenience Store Franchise Agreement: If you are in good standing, you can renew for one renewal term. You must execute our then-current form of franchise agreement at renewal. Software Agreement: May be renewed for a renewal term equal to that of the Convenience Store Franchise Agreement. Motor Fuel Agreement: If you are in good standing, you can renew for one renewal term under the then-current motor fuel agreement. Branding Agreement: If you are in good standing, you can review consistent with any renewal options available to franchisee under the Convenience Store Franchise Agreement.
c. Requirements for franchisee to renew or extend	Section 3.2; Section 2 of the Motor Fuel Agreement; Section 2 of Branding	Convenience Store Franchise Agreement: You must provide prior written notice to us; be in compliance with the Convenience Store Franchise Agreement; not received customer complaints regarding operation of Store; all

Provision	Section in Franchise or other agreement*	Summary
	Agreement	monetary obligations must be paid in full; you must remodel your Store; sign a release; sign the then-current franchise agreement; you must have right to lease the premises for the length of the renewal term; and you must pay us a renewal fee. Motor Fuel Agreement: You must provide prior written notice to us; be in compliance with the Motor Fuel Agreement; renew your Convenience Store Franchise Agreement; not received customer complaints regarding operation of the Motor Fuel Business; all monetary obligations must be paid in full; your Motor Fuel Business must be in compliance with our then-current motor fuel branding requirements; sign a release; sign the then-current motor fuel agreement; and you must have right to lease the premises for the length of the renewal term; there is no renewal fee. Branding Agreement: You must provide prior written notice to us; be in compliance with the Branding Agreement; meet our standard and requirements; renew your Convenience Store Franchise Agreement; sign a release; pay all monetary obligations owed to us or our affiliate in full; sign our then current form of Branding Agreement; there is no renewal fee. If you seek to renew your franchise at the expiration of the initial term or any renewal term, you will be required to sign a new franchise agreement that contains terms and conditions that may be materially different from those in your previous franchise agreement, such as different fee requirements and territorial rights. As a condition to renewal, we may require you to (a) relocate your Store to another location that meets our then-current standards, (b) add a retail motor fuel business to your franchised Circle K convenience store business that offers Circle K branded motor fuel sourced by us or our affiliate pursuant to an agreement with us or such affiliate, and/or (c) if you currently offer, at or near the premises of your franchised Circle K convenience store business, third-party sourced and/or third-party branded motor fuel, we may require you to cease offering such motor fuel and only offer Circle K branded motor fuel sourced by us or our affiliates pursuant to an agreement with us or our affiliate, or (d) re-brand your Circle K store to another convenience store brand owned by us or our affiliates, each at your expense.
d. Termination by franchisee	Not Applicable	
e. Termination by franchisor	Not Applicable	

Provision	Section in Franchise or other agreement*	Summary
without cause		
f. Termination by franchisor with cause	Article 14; Section 3.2 of Software Agreement; Section 25 of the Motor Fuel Agreement; Section 9 of the Branding Agreement	We may terminate only if you default or your premises lease is terminated or expires.
g. "Cause" defined - curable defaults	Sections 14.3 & 14.6; Section 3.2 of Software Agreement Section 25(b) of the Motor Fuel Agreement; Section 9(a) of Branding Agreement	Convenience Store Franchise Agreement: You have 5 days to cure nonpayment of fees. You have 30 days to cure other defaults except for defaults listed in Sections 14.1 and 14.2, which are grounds for immediate termination. Software Agreement: You have 30 days to cure material breach of Software Agreement; if breach of a nature incapable of being cured in 30 days, you shall be entitled to no more than 90 days to effectuate a cure. Motor Fuel Agreement: You have 5 days to cure nonpayment of fees. You have 30 days to cure other defaults except for defaults listed in Section 25(a), which are grounds for immediate termination. Branding Agreement: You have 30 days to cure any default of the Branding Agreement except for defaults listed in Sections 11(a)(iv), (vi), (vii) or (viii), which are grounds for immediate termination.
h. "Cause" defined – non-curable defaults	Section 14.1 & 14.2; Sections 2.3.5 & 2.3.6 of Software Agreement; Sections 25(c) of the Motor Fuel Agreement; Section 9(a) of Branding Agreement	Convenience Store Franchise Agreement: Bankruptcy, abandonment, misconduct, fraud, repeated defaults even if cured, failure to timely open your Circle K Store, seizure of Franchised Business, felony, expiration or termination of your lease or sublease, termination of any other agreement between the parties, violation of law, material statement of untrue fact, misuse of marks, unauthorized transfer. Software Agreement: Non-approved transfer, termination and expiration of Convenience Store Franchise Agreement. Motor Fuel Agreement: Bankruptcy, abandonment, misconduct, fraud, failure to timely open your Motor Fuel Business, seizure of the Motor Fuel Business, felony, misdemeanor or other criminal misconduct involving fraud, moral turpitude or commercial dishonesty, termination of any other agreement between the parties, violation of law, material statement of untrue fact, misuse of marks, unauthorized transfer. Branding Agreement: Use of Marks by franchisee or any retailer of franchisee at an unauthorized premises; franchisee fails to terminate a retailer who has breached any provision of

Provision	Section in Franchise or other agreement*	Summary
		its sublicense agreement, bankruptcy, assignment for benefit of creditors, garnishment of Branded Business.
i. Franchisee's obligations on termination / non-renewal	Section 14.7; Sections 1.4, 2.3.6 & 3.3 of Software Agreement; Section 25(d) of Motor Fuel Agreement; Section 9(d) and (e) of Branding Agreement	Convenience Store Franchise Agreement: Payment of all amounts due, including liquidated damages as applicable and any reimbursement for Equipment/Construction Funding, complete de-identification, return all copies of Business Systems Manuals and other proprietary information, cease using the Circle K Marks (also see "r" below). Software Agreement: Return of TMC Software with executed certificate, assignment of equipment lease or sale of equipment to TMC, payment of any fees for disconnection and removal of equipment. Motor Fuel Agreement: Complete de-identification and cease using the Circle K Marks, payment of all amounts due including any incentive funding and liquidated damages. Branding Agreement: Complete de-identification and cease using the Circle K Marks, payment of all amounts due, including liquidated damages, and, at our option, require all retailers to de-identify or cease using the Circle K Marks.
j. Assignment of contract by franchisor	Section 15.1; Section 19(a) of Motor Fuel Agreement ; Section 8(c) of Branding Agreement	Convenience Store Franchise Agreement: No restriction on our right to assign. Motor Fuel Agreement: No restriction on our right to assign, but must provide 10 days' advance written notice. Branding Agreement: No restriction on our right to assign, but must provide 10 days' advance written notice.
k. "Transfer" by franchisee - defined	Section 15.2; Section 19(a) of Motor Fuel Agreement; Section 8(b) of Branding Agreement	Convenience Store Franchise Agreement: Includes transfer of interest in Convenience Store Franchise Agreement or assets or ownership change of more than 50%, or change in effective control as defined by Franchisor. Motor Fuel Agreement: includes transfer of a 25% or greater interest in franchisee and/or Motor Fuel Agreement. Branding Agreement: includes a transfer of a 25% or greater interest in franchisee and/or Branding Agreement.
l. Franchisor approval of transfer by franchisee	Section 15.2; Section 3.14 of Software Agreement; Section 19(a) of Motor Fuel Agreement; Section 8(a) of Branding Agreement	Convenience Store Franchise Agreement: We have the right to approve all transfers but will not unreasonably withhold approval. Software Agreement: Any transfer by you is subject to our prior written consent. Motor Fuel Agreement: we have the right to approve all transfers but will not unreasonably withhold approval. Branding Agreement: we have the right to approve all transfers but will not unreasonably withhold approval.
m. Conditions for franchisor	Section 15.2; Section 3.14 of Software	Convenience Store Franchise Agreement: New franchisee qualifies, current form of franchise agreement signed, new

Provision	Section in Franchise or other agreement*	Summary
approval of transfer	Agreement; Section 19(a) of Motor Fuel Agreement; Section 8(a) of Branding Agreement	franchisee assumes all obligations under franchise agreement, new franchisee's operations manager and store manager successfully complete training, all amounts due us are paid, upgrades (if required) must be done to location within nine months, release signed by you, transfer fee paid, and you must have complied with all laws and secured all permits and licenses (also see "r" below). Software Agreement: You provide TMC at least 60 days' notice of transfer, assignee agrees to be bound by all terms of Software Agreement, and assignee is approved in writing by TMC as a Circle K franchisee. Motor Fuel Agreement: new franchisee qualifies, current form of motor fuel agreement signed, new franchisee assumes all obligations under motor fuel agreement, Circle K Store transferred to same franchisee, all amounts due us are paid, release signed by you, transfer fee paid. Branding Agreement: new franchisee meets our qualifications, current form of Branding Agreement signed, Circle K Store transferred to same franchisee, all sublicense agreements transferred to same franchisee, all amounts due us are paid and release signed.
n. Franchisor's right of first refusal to acquire franchisee's business	Article 16; Motor Fuel Agreement, Exhibit 4	Convenience Store Franchise Agreement: We have a right of first refusal whenever you seek to assign or transfer the franchised business. Our right is on the same terms as those contained in the third party's offer. Motor Fuel Agreement: we have a right of first refusal whenever you seek to assign or transfer the Motor Fuel Business or sell or lease the premises upon which your Motor Fuel Business is operated to a third party. Our right is on the same terms as those contained in the third party's offer. (See also "r" below)
o. Franchisor's option to purchase franchisee's business	Article 16; Section 1.4 of Software Agreement	Convenience Store Franchise Agreement: Upon termination or expiration of your lease or sublease, we have the right to purchase the inventory. Software Agreement: Upon default of the Software Agreement or Convenience Store Franchise Agreement, TMC may purchase your interest in the Equipment for its then current market value.
p. Death or disability of franchisee	Section 15.4; Section 25(b) of Motor Fuel Agreement	Convenience Store Franchise Agreement: Must be assigned by estate to approved buyer within 6 months after death or disability (see also "m" above). Motor Fuel Agreement: We have the right to terminate Motor Fuel Agreement.
q. Non-	Section 10.1	Convenience Store Franchise Agreement: No involvement in

Provision	Section in Franchise or other agreement*	Summary
competition covenants during the term of the franchise		competing business within 2 miles of any business conducted under the Circle K Marks without our prior consent, subject to applicable state law.
r. Non-competition covenants after the franchise is terminated or expires	Not Applicable; Motor Fuel Agreement, Exhibit 4	Convenience Store Franchise Agreement: Not Applicable. Motor Fuel Agreement: We also have a right of first refusal for a period of 1 year after the expiration or non-renewal of the Motor Fuel Agreement to meet any offer by a third-party motor fuel supplier to supply fuel to you. We also have a right of first offer prior to the expiration or non-renewal of the Motor Fuel Agreement by a third-party motor fuel supplier to supply fuel to you. Our right is on the same terms as those contained in the third-party motor fuel supplier's offer.
s. Modification of the agreement	Section 20.13; Section 3.5 of Software Agreement; Section 33 of Motor Fuel Agreement; Section 11(c) of Branding Agreement	Convenience Store Franchise Agreement: Agreement may be amended only by written agreement signed by you and TMC, but Business Systems Manuals are subject to change by TMC. Software Agreement: No modification or waiver effective unless in writing by party to be charged. Motor Fuel Agreement: No modification or waiver effective unless in writing by party to be charged. Branding Agreement: No modification or waiver effective unless in writing by party to be charged.
t. Integration/ merger clause	Section 20.11; Section 3.17 of Software Agreement; Section 33 of Motor Fuel Agreement; Section 11(c) of Branding Agreement	Only the terms of the Convenience Store Franchise Agreement and its exhibits (including the Software Agreement) are binding (subject to state law). Any statements or promises not in the franchise agreement (or its exhibits) or this Disclosure Document should not be relied upon and may not be enforceable. Motor Fuel Agreement: Only the terms of the Motor Fuel Agreement are binding (subject to state law). Any statements or promises not in the Motor Fuel Agreement or this Disclosure Document should not be relied upon and may not be enforceable. Branding Agreement: Only the terms of the Branding Agreement are binding (subject to state law). Any statements or promises not in the Branding Agreement or this Disclosure Document should not be relied upon and may not be enforceable.
u. Dispute resolution by arbitration or mediation	Article 18; Section 40 of Motor Fuel Agreement; Section 12 of Branding Agreement	All disputes must be mediated and arbitrated in the county where our corporate headquarters are located at the time of the dispute.
v. Choice of	Section 18.6; Section	Convenience Store Franchise Agreement: Litigation must be

Provision	Section in Franchise or other agreement*	Summary
forum	42 of Motor Fuel Agreement; Section 12(d) of Branding Agreement	in a state or federal court in the county where our corporate headquarters are located at the time of the dispute (subject to state law).
w. Choice of law	Section 20.5; Section 43 of Motor Fuel Agreement; Section 12(e) of Branding Agreement	Arizona law applies (subject to state law).

*Unless otherwise noted, Article references are to the Convenience Store Franchise Agreement.

NOTES:

(1) If you materially breach the terms of the Convenience Store Franchise Agreement or the lease, we will have the right to cause all of your interest, rights, title, powers, and privileges under the lease to be transferred to us.

(2) We are not obligated under the Convenience Store Franchise Agreement to do so, but, if the franchise is terminated or expires, we have the right to purchase leasehold interests, fixtures, equipment, furniture, furnishings, supplies and inventory at fair market value. This policy is subject to change at any time.

ITEM 18
PUBLIC FIGURES

We do not use any public figure to promote this franchise.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about the possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Justin Shelton at 1130 West Warner Road, Tempe, Arizona 85284,

telephone number 602-728-3958, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

**Systemwide Outlet Summary*
For Years 2024 to 2026**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised Outlets	2024	639	586	-53
	2025	586	569	-17
	2026	569	515	-54
Company-Owned**	2024	5289	5477	+188
	2025	5477	5556	+79
	2026	5556	5556	0
Total Outlets	2024	5928	6063	+135
	2025	6063	6125	+62
	2026	6125	6071	-54

*Outlets in Tables No. 1 through No. 5 refer to Circle K Stores that may or may not include a Motor Fuel Business and/or Branded Business.
**Most of these Company-Owned Outlets are also referenced in item 20 of the separate franchise disclosure document pursuant to which we offer the franchise for the Other Circle K Franchised Outlets because such company-owned outlets operate under substantially similar operating systems and standards.

Table No. 2

**Transfers of Outlets From Franchisees to New Owners
(Other than the Franchisor or an Affiliate)*
For Years 2024 to 2026**

State	Year	Number of Transfers
California	2024	7
	2025	10
	2026	3
Delaware	2024	0
	2025	1
	2026	0
Florida	2024	15
	2025	7
	2026	5

State	Year	Number of Transfers
Georgia	2024	1
	2025	4
	2026	10
Massachusetts	2024	0
	2025	2
	2026	0
New Jersey	2024	2
	2025	4
	2026	1
Virginia	2024	1
	2025	2
	2026	1
Washington	2024	0
	2025	1
	2026	0
West Virginia	2024	0
	2025	1
	2026	0
Total	2024	26
	2025	32
	2026	20

*Outlets in Tables No. 1 through No. 5 refer to Circle K Stores that may or may not include a Motor Fuel Business and/or Branded Business.

Table No. 3

Status of Franchised Outlets* For Years 2024 to 2026

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Alabama	2024	15	1	3	0	0	0	13
	2025	13	1	0	0	0	0	14
	2026	14	0	0	0	0	0	14
Arkansas	2024	21	1	2	1	0	18	1
	2025	1	0	1	0	0	0	0
	2026	0	0	0	0	0	0	0
California	2024	240	11	10	16	0	0	225
	2025	225	5	7	6	0	0	217
	2026	217	3	15	10	0	0	195
Connecticut	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
	2026	3	0	0	0	0	0	3

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Delaware	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
	2026	2	0	0	0	0	0	2
Florida	2024	105	3	2	0	0	2	104
	2025	104	4	9	1	0	0	98
	2026	98	2	4	2	0	0	94
Georgia	2024	86	2	7	3	0	0	78
	2025	78	6	3	0	0	0	81
	2026	81	0	3	3	0	0	75
Hawaii	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	0	4
	2026	4	0	0	0	0	0	4
Illinois	2024	9	0	1	0	0	0	8
	2025	8	0	0	1	0	0	7
	2026	7	0	0	2	0	0	5
Indiana	2024	8	0	0	0	0	0	8
	2025	8	0	0	0	0	0	8
	2026	8	0	0	7	0	0	1
Iowa	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	0	4
	2026	4	0	4	0	0	0	0
Kentucky	2024	1	0	0	0	0	0	1
	2025	1	1	1	0	0	0	1
	2026	1	0	1	0	0	0	0
Maryland	2024	9	0	2	0	0	0	7
	2025	7	0	0	0	0	0	7
	2026	7	0	1	0	0	0	6
Massachusetts	2024	15	0	0	1	0	0	14
	2025	14	0	0	0	0	0	14
	2026	14	0	2	0	0	0	12
Michigan	2024	1	1	0	0	0	0	2
	2025	2	0	0	0	0	0	2
	2026	2	0	0	0	0	0	2
Minnesota	2024	2	0	1	0	0	0	1
	2025	1	0	0	0	0	0	1
	2026	1	0	0	0	0	0	1
Mississippi	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
	2026	3	0	0	0	0	0	3
Nevada	2024	1	0	0	1	0	0	0
	2025	0	0	0	0	0	0	0
	2026	0	0	0	0	0	0	0

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
New Hampshire	2024	2	0	0	0	0	0	2
	2025	2	0	1	0	0	0	1
	2026	1	0	0	0	0	0	1
New Jersey	2024	20	0	2	0	0	0	18
	2025	18	0	0	0	0	0	18
	2026	18	0	1	2	0	0	15
New York	2024	2	2	0	0	0	0	4
	2025	4	0	1	0	0	0	3
	2026	3	0	0	0	0	0	3
North Carolina	2024	1	0	1	0	0	0	0
	2025	0	0	0	0	0	0	0
	2026	0	0	0	0	0	0	0
Ohio	2024	2	0	0	0	0	0	2
	2025	2	0	1	0	0	0	1
	2026	1	0	0	0	0	0	1
Oregon	2024	11	0	1	0	0	0	10
	2025	10	0	0	0	0	0	10
	2026	10	0	0	0	0	0	10
Pennsylvania	2024	6	0	0	0	0	0	6
	2025	6	0	1	0	0	0	5
	2026	5	0	2	0	0	0	3
Rhode Island	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
	2026	3	0	0	0	0	0	3
Texas	2024	34	0	0	0	0	0	34
	2025	34	0	0	0	0	0	34
	2026	34	1	0	0	0	0	35
Virginia	2024	18	0	0	0	0	0	18
	2025	18	1	0	2	0	0	17
	2026	17	1	0	0	0	0	18
Washington	2024	10	0	0	1	0	0	9
	2025	9	0	0	0	0	0	9
	2026	9	0	2	0	0	0	7
West Virginia	2024	1	1	0	0	0	0	2
	2025	2	0	0	0	0	0	2
	2026	2	0	0	0	0	0	2
Total	2024	639	22	32	23	0	20	586
	2025	586	18	25	10	0	0	569
	2026	569	7	35	26	0	0	515

*Outlets in Tables No. 1 through No. 5 refer to Circle K Stores that may or may not include a Motor Fuel Business and/or Branded Business.

Table No. 4

**Status of Company-Owned Outlets*
For Years 2024 to 2026****

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Alabama	2024	168	3	0	10	0	161
	2025	161	41	0	0	0	202
	2026	202	0	0	0	0	202
Alaska	2024	0	4	0	0	0	4
	2025	4	17	0	0	0	21
	2026	21	0	0	0	0	21
Arizona	2024	595	7	0	20	0	582
	2025	582	4	0	0	0	586
	2026	586	0	0	0	0	586
Arkansas	2024	55	1	0	0	0	56
	2025	56	0	0	0	0	56
	2026	56	0	0	0	0	56
California	2024	183	5	0	3	0	185
	2025	185	4	0	14	0	175
	2026	175	0	0	0	0	175
Colorado	2024	187	1	0	0	0	188
	2025	188	5	0	2	0	191
	2026	191	0	0	0	0	191
Florida	2024	733	14	0	5	0	742
	2025	742	4	0	11	1	734
	2026	734	0	0	0	0	734
Georgia	2024	298	1	0	3	0	296
	2025	296	9	0	0	0	305
	2026	305	0	0	0	0	305
Idaho	2024	0	4	0	0	0	4
	2025	4	0	0	0	0	4
	2026	4	0	0	0	0	4
Illinois	2024	310	4	0	4	0	310
	2025	310	3	0	8	0	305
	2026	305	0	0	0	0	305
Indiana	2024	165	2	0	0	0	167
	2025	167	1	0	8	0	160
	2026	160	0	0	0	0	160
Iowa	2024	5	0	0	0	0	5
	2025	5	0	0	0	0	5
	2026	5	0	0	0	0	5

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Kentucky	2024	91	2	0	0	0	93
	2025	93	0	0	2	0	91
	2026	91	0	0	0	0	91
Louisiana	2024	195	0	0	2	0	193
	2025	193	1	0	1	0	193
	2026	193	0	0	0	0	193
Maine	2024	87	0	0	0	0	87
	2025	87	0	0	0	0	87
	2026	87	0	0	0	0	87
Maryland	2024	2	0	0	0	0	2
	2025	2	0	0	0	0	2
	2026	2	0	0	0	0	2
Massachusetts	2024	14	0	0	0	0	14
	2025	14	0	0	0	0	14
	2026	14	0	0	0	0	14
Michigan	2024	23	20	0	2	0	41
	2025	41	7	0	2	0	46
	2026	46	0	0	0	0	46
Minnesota	2024	0	4	0	0	0	4
	2025	4	30	0	0	0	34
	2026	34	0	0	0	0	34
Mississippi	2024	88	1	0	0	0	89
	2025	89	0	0	0	0	89
	2026	89	0	0	0	0	89
Missouri	2024	62	62	0	0	0	124
	2025	124	0	0	61	0	63
	2026	63	0	0	0	0	63
Montana	2024	0	6	0	0	0	6
	2025	6	15	0	0	0	21
	2026	21	0	0	0	0	21
Nevada	2024	37	2	0	0	0	39
	2025	39	8	0	3	0	44
	2026	44	0	0	0	0	44
New Hampshire	2024	60	1	0	0	0	61
	2025	61	0	0	0	0	61
	2026	61	0	0	0	0	61
New Mexico	2024	94	0	0	2	0	92
	2025	92	0	0	0	0	92
	2026	92	0	0	0	0	92
New York	2024	26	0	0	0	0	26
	2025	26	0	0	2	0	24
	2026	24	0	0	0	0	24

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
North Carolina	2024	347	0	0	1	0	346
	2025	346	2	0	0	0	348
	2026	348	0	0	0	0	348
North Dakota	2024	0	2	0	0	0	2
	2025	2	12	0	0	0	14
	2026	14	0	0	0	0	14
Ohio	2024	279	0	0	4	0	275
	2025	275	0	0	12	0	263
	2026	263	0	0	0	0	263
Oklahoma	2024	0	0	0	0	0	0
	2025	0	20	0	0	0	20
	2026	20	0	0	0	0	20
Oregon	2024	19	0	0	0	0	19
	2025	19	0	0	0	0	19
	2026	19	0	0	0	0	19
Pennsylvania	2024	11	0	0	1	0	10
	2025	10	0	0	1	0	9
	2026	9	0	0	0	0	9
South Carolina	2024	251	7	0	3	0	255
	2025	255	3	0	7	0	251
	2026	251	0	0	0	0	251
South Dakota	2024	0	18	0	0	0	18
	2025	18	25	0	14	0	29
	2026	29	0	0	0	0	29
Tennessee	2024	105	65	0	0	0	170
	2025	170	2	0	1	0	171
	2026	171	0	0	0	0	171
Texas	2024	709	9	0	15	0	703
	2025	703	8	0	0	6	705
	2026	705	0	0	0	0	705
Vermont	2024	6	0	0	0	0	6
	2025	6	0	0	0	0	6
	2026	6	0	0	0	0	6
Virginia	2024	21	0	0	0	0	21
	2025	21	0	0	1	0	20
	2026	20	0	0	0	0	20
Washington	2024	46	0	0	0	0	46
	2025	46	1	0	0	0	47
	2026	47	0	0	0	0	47

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
West Virginia	2024	15	0	0	0	0	15
	2025	15	0	0	0	0	15
	2026	15	0	0	0	0	15
Wisconsin	2024	2	18	0	0	0	20
	2025	20	12	0	0	0	32
	2026	32	0	0	0	0	32
Wyoming	2024	0	0	0	0	0	0
	2025	0	2	0	0	0	2
	2026	2	0	0	0	0	2
Total	2024	5289	263	0	75	0	5477
	2025	5477	236	0	150	7	5556
	2026	5556	0	0	0	0	5556

*Outlets in Tables No. 1 through No. 5 refer to Circle K Stores that may or may not include a Motor Fuel Business and/or Branded Business.
**Most of these Company-Owned Outlets are also referenced in item 20 of the separate franchise disclosure document pursuant to which we offer the franchise for the Other Circle K Franchised Outlets because such company-owned outlets operate under substantially similar operating systems and standards.

Table No. 5

Projected Openings as of April 26, 2026*

State	Franchise Agreements Signed But Outlets Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Current Fiscal Year**
Alabama	1	0	0
Arkansas	3	0	0
California	19	3	0
Connecticut	1	0	0
Florida	8	3	0
Georgia	6	3	0
Indiana	2	0	0
North Carolina	1	0	0
Texas	1	0	0
Virginia	1	1	0
Washington	1	1	0
TOTAL	**44**	11	0

*Outlets in Tables No. 1 through No. 5 refer to Circle K Stores that may or may not include a Motor Fuel Business and/or Branded Business.

**These Company-Owned Outlets are also referenced in item 20 of the separate franchise disclosure document pursuant to which we offer the franchise for the Other Circle K Franchised Outlets because such company-owned outlets operate under substantially similar operating systems and standards.

The names, addresses and telephone numbers of each franchisee, area developer and multi-site operator operating under a Circle K agreement as of April 26, 2026 is set forth in the first table of Exhibit A. The second table of Exhibit A lists the franchisees, area developers and multi-site operators who have signed a Circle K agreement that were not yet operational at April 26, 2026. The third table sets forth the Circle K franchisees, area developers and multi-site operators who have had a franchise terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Circle K agreement during the twelve-month period ending April 26, 2026 (fiscal year-end) or who have not communicated with us within the last ten weeks. The fourth table of Exhibit A lists all Motor Fuel Business franchisees as of April 26, 2026. The fifth table of Exhibit A lists all Motor Fuel Business franchisees who have signed a Motor Fuel Agreement but were not yet operational as of April 26, 2026. The sixth table sets forth the Motor Fuel Business franchisees who have had a franchise terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Circle K agreement during the twelve-month period ending April 26, 2026 (fiscal year-end) or who have not communicated with us within the last ten weeks.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three fiscal years, we have signed confidentiality clauses with current or former franchisees. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with the Circle K franchise system. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

In April 2016, we created our Franchise Advisory Council. It does not maintain a separate address, email address or other contact information. We are not aware of any other trademark-specific franchisee organization associated with the franchise that is required to be included in this disclosure document.

ITEM 21
FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit B are our audited consolidated financial statements which comprise the consolidated balance sheets as of April 26, 2026, April 27, 2025, and April 28, 2024, and the related consolidated statements of income and comprehensive income, changes in shareholder's equity, and cash flows for the periods ended April 26, 2026, April 27, 2025, and April 28, 2024.

ITEM 22
CONTRACTS

The contracts we use in this state are exhibits to this Disclosure Document as follows:

Exhibit E. CIRCLE K ACKNOWLEDGMENT ADDENDUM

Exhibit F. CONVENIENCE STORE FRANCHISE AGREEMENT

Exhibit 1 Data Sheet

	Exhibit 2	Electronic Point of Sale and Software Agreement
	Exhibit 3	Electronic Funds Transfer Authorization
	Exhibit 4	Equipment/Construction Funding Agreement
	Exhibit 5	Personal Guaranty
	Exhibit 6	Credit Network Agreement
	Exhibit 7	Security Deposit Agreement
Exhibit G.	MOTOR FUEL AGREEMENT	
	Exhibit 1	Security Deposit Agreement
	Exhibit 2	Credit Network Agreement
	Exhibit 3	Incentive and Amortization Agreement, with exhibits (Exhibit A – Promissory Note; Exhibit B – Security Agreement)
Exhibit H.	CIRCLE K BRANDING AGREEMENT	
	Exhibit 1	Proprietary Marks
	Exhibit 2	EFT Authorization
	Exhibit 3	Credit Network Agreement
Exhibit I.	SAMPLE TERMINATION AND RELEASE AGREEMENTS	
	Exhibit I-1	Termination and Release Agreement (Convenience Store Franchise Agreement)
	Exhibit I-2	Mutual Termination Agreement and Release (Motor Fuel Agreement)
Exhibit J.	PERSONAL GUARANTY	
Exhibit K.	RENEWAL ADDENDUM	
Exhibit M.	STATE ADDENDA	

ITEM 23
RECEIPTS

You will find two Receipt pages at the end of this Disclosure Document under the tab marked "Receipts". You must sign and date both copies of the Receipt. Please retain the copy titled "Prospective Franchisee Copy" for your records and return the copy titled "TMC Franchise Corporation Copy" as directed by your TMC Franchise Corporation representative.

EXHIBIT A

List of Franchised Outlets

	LIST OF CONVENIENCE STORE FRANCHISEES AS OF 4/26/26					
Store #	**Franchisee Name**	**Store Address**	**City**	**St**	**Zip**	**Phone**
ALABAMA						
2654157	A.O.C. Food Marts, Inc.	5740 McMlellan Blvd	Anniston	AL	36201	(256) 820-2986
2654105	Gas Express, LLC	6658 Highway 46	Heflin	AL	36264	(404) 809-4923
2654158	A.O.C. Food Marts, Inc.	75366 Hwy 77 North	Lincoln	AL	35096	(205) 763-3251
2655863	Puckett Oil Company, Inc.	13051 N Hickorey Street	Loxely	AL	36551	(850) 476-5133 opt 5
2654291	Gas Express, LLC	3565 Lower Wetumpka Road	Montgomery	AL	36110	(404) 809-4923
2654292	Gas Express, LLC	4501 Troy Highway	Montgomery	AL	36116	(404) 809-4923
2654294	Gas Express, LLC	5101 Vaughn Road	Montgomery	AL	36110	(404) 809-4923
2654329	Gas Express, LLC	2909 E. South Blvd	Montgomery	AL	36116	(404) 809-4923
2654374	Gas Express, LLC	621 N Eastern Blvd	Montgomery	AL	36117	(404) 809-4923
2654399	Gas Express, LLC	1375 Federal Road	Montgomery	AL	36107	(404) 809-4923
2654296	Gas Express, LLC	2200 W Point Parkway	Opelika	AL	36801	(404) 809-4923
2654160	AOC Food Marts	4209 Stemley Bridge Road	Pell City	AL	35128	(205) 338-3837
2654402	Gas Express, LLC	3424 Crosswinds Drive	Phenix City	AL	36869	404-809-4921
2654293	Gas Express, LLC	40 House Street	Pike Road	AL	36064	(404) 809-4923
CALIFORNIA						
2705223	True Vine Enterprises, Inc.	3899 Riverdale Avenue	Anaheim	CA	92807	(714) 998-3251
2655197	Kashmir Singh	1150 N. Harbor Blvd #170	Anaheim	CA	92801	(714) 956-3436
2638961	Shidler Services Corporation	945 Weir Canyon Road	Anaheim	CA	92807	(714) 637-6340
2451216	AVCK, Inc.	20920 Bear Valley Road	Apple Valley	CA	92308	(760) 240-3537
2654018	K and T 390 Inc.	390 Grass Valley Highway	Auburn	CA	95603	(530) 885-5688
2655981	FJM White Lane Gas LLC	2601 White Lane	Bakersfield	CA	93304	(661) 397-1520
2655211	Kumar Friends Inc	13752 Los Angeles Street	Baldwin Park	CA	91706	661-600-6747
2654273	Sobhy G Yousef	300 S Highland Springs Ave	Banning	CA	92220	(951) 769-9272
2655140	Beaumont Service Station, Inc.	97 Beaumont Ave	Beaumont	CA	92223	(951) 769-0193
2654222	Oak Valley Express, Inc	1815 Oak Valley Village Circle	Beaumont	CA	92223	(951) 494-6828
2654036	PGG Enterprise Corporation	3727 E. Gage Ave.	Bell	CA	90201	213-306-8100
2655627	Webb's Auto and Truck Services, Inc.	6357 S. Eastern Ave	Bell Gardens	CA	90201	(323) 773-7854
2655145	Mehar Thind, Inc.	9602 Flower St.	Bellflower	CA	90706	(562) 804-2904
2655781	MJB Brands, Inc.	17228 Downey Ave.	Bellflower	CA	90706	(562) 272-6620
2655280	BGC Oil Blythe, Inc	310 South Lovekin	Blythe	CA	92225	909-525-0388
2655054	County Line Neighborhood Market, LP	742 W County Line Road	Calimesa	CA	92320	909-570-0202
2654049	Proud Raad Corporation	4676 Adolfo Road	Camarillo	CA	93012	(714) 998-3251

	LIST OF CONVENIENCE STORE FRANCHISEES AS OF 4/26/26					
Store #	**Franchisee Name**	**Store Address**	**City**	**St**	**Zip**	**Phone**
2654268	GAWFCO Enterprises, Inc.	2195 41st Avenue	Capitola	CA	95010	(925) 979-0560
2655626	3110 Roosevelt Street Investments, inc.	3110 Roosevelt St	Carlsbad	CA	92008	(760)729-1015
2655047	Bressi Ranch Fuel Mart, LLC	2741 Gateway Rd	Carlsbad	CA	92009	(760) 431-2741
2652513	AWSS Inc	7602 El Camino Real	Carlsbad	CA	92009	714-305-2605
2700903	I & R Enterprises, LLC	68258 Ramon Road	Cathedral City	CA	92234	(760) 321-0082
2655165	Indermohan Luthra and Rajinder K. Luthra	35472 Date Palm Dr.	Cathedral City	CA	92234	(760) 770-6820
2655164	T.S. Sandhu Corporation	9859 Topanga Canyon Blvd	Chatsworth	CA	91311	(818) 341-5444
2655843	Maruti East Ave Inc	1398 East Avenue	Chico	CA	95926	(530)-891-8732
2655177	Elite Dynamics, Inc	12358 Central Ave	Chino	CA	91710	(909) 465-1395
2650460	AVA Petroleum, Inc.	6510 Butterfield Ranch Road	Chino Hills	CA	91709	(909) 606-6633
2655112	DB Oil	3260 Chino Ave.	Chino Hills	CA	91709	(909) 628-3777
2655815	Black Pearl 98, Inc.	100 S. Chowchilla Boulevard	Chowchilla	CA	93610	209-640-6465
2655235	California Finest Oil	404 Telegraph Canyon Rd	Chula Vista	CA	91910	(619) 997-4594
2655725	Ignite Pacific Inc.	1010 Fairway Drive	City of Industry	CA	91789	714-364-0323
2654188	Fayez S Sedrak & Mona S Sedrak	1030 S Mount Vernon Avenue	Colton	CA	92324	(951) 940-9855
2655773	FALCO INC	4190 Treat Blvd	Concord	CA	94518	(925) 692-1134
2655866	AWSS Inc	4350 Green River Road	Corona	CA	92880	7143052605
2655204	M & K Petro, LLC	19570 TEMESCAL CANYON RD	CORONA	CA	92881	(951) 371-7860
2655749	New Lucky Enterprises, LLC	1654 Santa Ana Ave	Costa Mesa	CA	92627	(949) 287-6870
2655562	SSK 5 River LLC	2346 Newport Boulevard, Suite 1	Costa Mesa	CA	92627	562-688-0433
2654353	New Roop Enterprises, Inc	111 Del Mar Avenue	Costa Mesa	CA	92627	949-701-6429
2654404	Cottonwood Enterprises Inc	3505 Rhonda Rd.	Cottonwood	CA	96022	(530) 953-9657
2655679	Deep KB Enterprise, Inc	5001 Clara St	Cudahy	CA	90201	(562) 688-1062
2654355	Dana Point CK Store Corporation	33541 Del Obispo Street	Dana Point	CA	92629	(818) 391-4024
2655870	Next Petroleum	811 Camino Ramon	Danville	CA	94526	415-599-5498
2655775	J & K Multani	9809 Imperial Hwy	Downey	CA	90240	(213) 590-5832
2655241	Kashmir Singh	12000 S PARAMOUNT BLVD.	DOWNEY	CA	92042	(562) 861-5500
2655923	GAWFCO Enterprises, Inc.	7850 Amador Valley Boulevard	Dublin	CA	94568	(925) 979-0560
2654366	4 Square C-Store Inc	488 W Brighton Avenue	El Centro	CA	92243	(760) 352-7938
2654396	United Elite Investment, LLC	5202 Peck Road	El Monte	CA	91732	714-390-4112
2655949	DK & GK, Inc.	9190 E. Stockton	Elk Grove	CA	95624	916-949-6416
2654065	Micnan LLC	8830 E Stockton Blvd	Elk Grove	CA	95624	(916) 972-1228
2654233	Micnan LLC	8995 Grant Line Road	Elk Grove	CA	95624	(916) 972-1228
2654213	GAWFCO Enterprises	1400 W Texas Street	Fairfield	CA	95433	(925) 979-0560

	LIST OF CONVENIENCE STORE FRANCHISEES AS OF 4/26/26					
Store #	**Franchisee Name**	**Store Address**	**City**	**St**	**Zip**	**Phone**
	Incorporated					
2655922	GAWFCO Enterprises, Inc.	1740 W. Texas St.	Fairfield	CA	94533	(925) 979-0560
2655181	Ravinder K. Sharma and Surjiwan Sharma	1005 Mission Road	Fallbrook	CA	92028	(760) 407-9705
2655108	Sanquinetti Investments, LLC	4469 S. Escalon-Bellota Rd.	Farmington	CA	95230	(209) 886-5758
2650968	Tom Saif	423 W. Ventura Street	Fillmore	CA	93015	(805) 524-5486
2655170	Terake, Inc.	95 Natoma Street	Folsom	CA	95630	(916) 673-9282
2655153	DB Oil	17725 Foothill Blvd.	FONTANA	CA	92335	(909) 514-6408
2655856	J & Sandeep Inc	16119 Foothill Boulevard	Fontana	CA	92336	909-333-1713
2655287	HIGHWAY PETROLEUM ENTERPRISE, INC.	16880 SLOVER AVE	FONTANA	CA	92337	(909) 428-0121
2655996	Sierra Fuel, Inc.	10115 Sierra Ave	Fontana	CA	92335	(909)-350-4000
2655647	Ashoka Warm Springs Inc	46840 Warm Springs Blvd.	Fremont	CA	94539	(510) 770-8894
2654340	GAWFCO Enterprises, Inc.	39989 Farwell Drive	Fremont	CA	94538	(925) 979-0560
2655774	K Mann Brothers Inc.	2730 Orangethorpe Ave.	Fullerton	CA	92833	(714) 773-4325
2655960	Sunnyside Car Care Center, Inc.	2701 N. Brea Blvd.	Fullerton	CA	92835	714-256-0773
2655789	Walport Enterprises, Inc.	2800 E. Imperial HWY	Fullerton	CA	92835	(714) 256-9500
2654284	GAWFCO Enterprises, Inc.	300 Leavesley Road	Gilroy	CA	95020	(925) 979-0560
2655077	Keromina Market Place, Inc.	22045 Barton Rd	Grand Terrace	CA	92313	(909) 422-0611
2655927	GAWFCO Enterprises Incorporated	2492 Whipple Road	Hayward	CA	94544	(925) 979-0560
2654389	MDA, Inc.	1396 Healdsburg Avenue	Healdsburg	CA	95448	(760) 678-5882
2654170	Veeram Inc	44462 State Highway 74 Avenue	Hemet	CA	92544	(951) 927-1048
2654021	Fashion Retail Store Inc.	11490 Fashion Court	Hesperia	CA	92345	714-323-0553
2654025	PGG Enterprise Corporation	2319 Randolph St	Huntington Park	CA	90255	(323) 584-4246
2655124	PGG Enterprise Corporation	5941 South State Street	Huntington Park	CA	90255	(323) 584-4246
2654027	Woodbridge Service Sation, LP	4550 Barranca Parkway	Irvine	CA	92604	(949) 535-0770
2655102	Superior Merchandise Inc.	5200 Rivergrade Road	Irwindale	CA	91706	(714) 323-0553
2654119	DC Fuel, Inc	4685 PIER ENTERPRISES WAY	JURUPA VALLEY	CA	91752	(951) 295-3314
2654256	Main Street Service Station Inc	301 N Main Street	Lake Elsinore	CA	92530	(951) 674-2365
2655992	Extram, LLC	44415 20th St W	Lancaster	CA	93536	(661) 522-5016
2655862	American Royal Petroleum, Inc	13106 Valley Blvd.	La Puente	CA	91746	(626)871-4903
2655836	GAP Hacienda Inc	1030 S. Hacienda Boulevard	La Puente	CA	91745	7148739433
2655273	Lathrop Gas & Food, Inc.	140 Lathrop Rd.	Lathrop	CA	95330	(209) 982-5005
2655157	Hanukah, Inc.	25808 Narbonne Ave	Lomita	CA	90717	(310) 257-8415

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2654312	5JAB LLC	1535 E South Street	Long Beach	CA	90805	562-787-9191
2655920	M & L Leasing Inc.	6370 E Stearns	Long Beach	CA	90815	714-747-3999
2654040	Highmel, Inc.	6601 Melrose Ave	Los Angeles	CA	90038	(323) 939-5209
2655910	Roop Enterprises Inc	3360 E. Olympic Boulevard	Los Angeles	CA	90023	949-701-6429
2655877	Sung B Lee	801 S Hoover Street	Los Angeles	CA	90005	(213) 238-7296
2655860	AGS Fuel, Inc.	1490 S Main St.	Manteca	CA	94337	(209) 239-5000
2654315	CAGasoline, Inc	2115 W Yosemite Avenue	Manteca	CA	95337	209-707-3191
252534	Lakeview Center	1111 B Street	Marysville	CA	95901	(530) 743-3961
2654172	EDGEWATER MARKET LLC	5512 Edgewater Circle	Marysville	CA	95901	(530) 645-7364
2655040	Modesto Group, Inc.	3459 McHenry Ave	Modesto	CA	95350	(209) 526-3432
2654307	D&G Group LLC	1212 Joyce Avenue	Modesto	CA	95351	646-427-6519
2655884	Moorpark Gasoline Corp.	550 W. Los Angeles Ave.	Moorpark	CA	93021	(805) 532-9232
2655880	Tony Wei	1970 W El Camino Real	Mountain View	CA	94040	650-888-7823
2655817	S & N Nazar Inc	59 W. El Camino Real	Mountain View	CA	94040	(650) 964-2676
2655890	Allied Clean Fuels Plaza, LLC	231 Devlin Road	Napa	CA	94558	(707) 603-1700
2654182	Terra Nova Gas Station Inc	724 Civic Center	National City	CA	91950	(619) 856-4493
2655929	Petromart Retail Group	5489 Thornton Ave.	Newark	CA	94560	(510) 793-3453
2654106	Harvard Newberry Springs Inc	39281 E Harvard Road	Newberry Springs	CA	92365	8183597057
2655178	Guru Nanak Wala 1 LLC.	1510 4th St.	Norco	CA	92860	(951) 582-0413
2654397	United Elite Investment, LLC	790 6th Street	Norco	CA	92860	951-268-6117
2658075	Bhullars, Inc.	4631 Watt Ave.	North Highlands	CA	95660	(916) 481-1633
2654076	ESS Service Station, Inc	11680 Burbank Boulevard	North Hollywood	CA	91601	661-244-7315
2655202	Mehta and Son's LLC	13041 Rosecrans Avenue, Suite 201&202	Norwalk	CA	90650	562-926-1527
2655983	BKG Mann Brothers Inc.	11405 Firestone Boulevard, Suite A	Norwalk	CA	90650	714-213-5324
2705727	ARMSCO, Inc.	375 Ignnacio Blvd.	Novato	CA	94949	(415) 883-6441
2655199	Express Market Oakland	1515 West F Street	Oakdale	CA	95361	(209) 332-3438
2655087	J & K Sibia, Inc.	1801 S. Coast Hwy	Oceanside	CA	92054	(760) 433-7151
2655182	Deva 2016, LLC	405 North Vineyard	Ontario	CA	91764	909-390-5360
2655061	Ontario CNG Station, Inc.	1850 E. Holt Blvd	Ontario	CA	91761	(909) 467-1809
2654112	Tabassi Enterprises Inc	830 E Katella Ave	Orange	CA	92867	714-609-4611
2654250	Comrax, LLC	1020 W Columbia Way	Palmdale	CA	93534	661-609-3464
2654175	SIR Enterprises, Inc	44775 San Pablo Avenue	Palm Desert	CA	92260	(760) 406-7890
2654330	North Palm Canyon Fuel	2796 N. Palm Canyon Drive	Palm Springs	CA	92262	(760) 323-9011
2650263	Fayez S.Sedrak & Mona Sedrak	19248 Harvill Avenue	Perris	CA	92570	(951) 940-9855
2655720	Golden Eagle Group, Inc.	19470 Brown Street	Perris	CA	92570	(951) 238-2737
2655980	Petaluma 88, Inc	4998 Petaluma Blvd	Petaluma	CA	94952	(707) 763-7699
2705704	ARMSCO, Inc.	2150 Railroad	Pittsburg	CA	94565	(925) 473-9390

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2654342	Feather Ridge Drive LLC	831 Chalice Creek Dr.	Plumas Lake	CA	95961	(916) 562-6937
2654326	DC Fuel, Inc.	44B Rio Rancho Road	Pomona	CA	91766	(951) 295-3314
2654186	APC Oil Inc	13012 Pomerado Road	Poway	CA	92064	(858) 679-4400
2654037	SHEENA BROTHERS INC.	13341 POWAY RD	POWAY	CA	92064	858-748-6504
2654110	Bisla Development & Petoleum, LLC	3591 Bradshaw Road	Rancho Cordova	CA	95828	(916) 368-7225
2655986	JOT ENTERPRISES, INC.	7225 MURIETA DR	RANCHO MURIETA	CA	95683	8087657550
2654364	Kanwar Jeet Singh	15 Antelope Blvd	Red Bluff	CA	96080	818-404-7749
2654376	SLRS Inc.	315 S Jackson Street	Red Bluff	CA	96080	(818) 404-7749
2655632	Gill Oil Corp	2604 Hilltop Drive	Redding	CA	96001	(530) 366-3027
2654215	Bechelli Lane Enterprises Inc	3408 Bechelli Lane	Redding	CA	96002	(530) 226-8080
2655114	Grand Martco, Inc.	602 El Camino Real	Redwood City	CA	94063	(650) 369-5931
2654328	NS Manning, LLC	1577 E. Manning Ave.	Reedley	CA	93654	559-356-2859
2654097	Direct Sales Group Inc	1186 W Foothill Boulevard	Rialto	CA	92376	818-464-5913
2654270	Kartikeya LLC	1103 W Casmalia Street	Rialto	CA	92377	(714) 863-9989
2654360	Renaissance Service Station, LP	1875 N Alder Ave	Rialto	CA	92376	714-231-8942
2654176	GR Veterans, Inc.	22400 Van Buren Boulevard	Riverside	CA	92518	(951) 653-1400
2655649	Gurkirpa Enterprises Inc	3873 Pyrite Street	Riverside	CA	92509	(951) 685-8893
2654361	Interstate Retail Stores, Inc	3223 Interchange Street	Riverside	CA	92502	(951) 405-8147
2654377	M&K Petro LLC	6908 Indiana Avenue	Riverside	CA	92506	(951) 682-8408
2654035	Orange Tree Fresh Fruit and Nuts, LLC	17905 Van Buren Boulevard	Riverside	CA	92508	(951) 776-0011
2634155	Rama Management, Inc.	5720 Sycamore Canyon Boulevard	Riverside	CA	92507	(951) 328-7975
2655956	VINS Corp	381 Alessandro Boulevard	Riverside	CA	92508	(714) 227-6262
2654362	Epitome Enterprises Inc	1675 Main Street	Riverside	CA	92501	5626590960
2655228	Sahni Fueling, Inc	5060 Redwood Dr.	Rohnert Park	CA	94928	(707) 303-3985
2634417	GAWFCO Enterprises, Inc.	1398 Blue Oaks Blvd.	Roseville	CA	95678	(925) 979-0560
2654147	BCS Trident Incorporated	18999 Colima Road	Rowland Heights	CA	91748	858-945-6068
2655813	Health Care Innovations, Inc	6290 Mission Blvd	Rubidoux	CA	92509	(951)-369-0130
2655924	GAWFCO Enterprises, Inc.	2330 Broadway	Sacramento	CA	95818	(925) 979-0560
2655934	Baldev Singh Atwal	1705 W Capitol Avenue	Sacramento	CA	95691	916-439-7028
2654092	GAWFCO Enterprises, Inc.	930 Sir Francis Drake Blvd	San Anselmo	CA	94960	(925) 979-0560
2654274	French Valley Inc	1081 W Highland Avenue	San Bernardino	CA	92405	9512551971
2654348	LWS Highland Gas Inc	2232 Valencia Avenue	San Bernardino	CA	92404	760-932-1760
2655908	J & S Group INC	337 E. 9th Street	San Bernardino	CA	92410	9096336462
2655954	Mehta and Sons, LLC	1292 W. Mill Street	San Bernardino	CA	92410	(951) 907-1189
2655976	Magnus Retail Inc	1108 W. Kendall Drive	SAN BERNARDINO	CA	92407	714-323-0553

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2655783	SD Tek Inc.	500 El Camino Real	San Carlos	CA	94070	650-631-4566
2654047	California Finest Oil	7647 Balboa Avenue	San Diego	CA	92111	619-997-4594
2654183	California Finest Oil	1102 Hollister Street	San Diego	CA	92154	619-997-4594
2654184	California Finest Oil	10821 Tierrasanta Boulevard	San Diego	CA	92124	619-997-4594
2654185	Just 4 Fun Hemet LLC	2535 Otay Center Drive	San Diego	CA	92154	619-997-4594
2655690	HJD Investments II, LLC	10496 Clairemont Mesa Boulevard	San Diego	CA	92124	619-684-5463
2655861	HJD Investments, LLC	1535 Morena Boulevard	San Diego	CA	92210	619-684-5463
2654264	Maclay Convenience Center, Inc	1203 N Maclay Avenue	San Fernando	CA	91340	818-617-0205
2655926	GAWFCO Enterprises, INC	401 Potrero Avenue	San Francisco	CA	94110	(925) 979-0560
2654304	Grand Martco Inc	5098 Mission Street	San Francisco	CA	94114	(415) 337-9887
2654192	AMG Petroleum	3303 San Felipe Road	San Jose	CA	95135	(408) 238-2590
2654331	Randhawa Group Store	2102 W. 17th Street	Santa Ana	CA	92706	714-835-5665
2654323	SECO Canyon Enterprise	28005 Seco Canyon Road	Santa Clarita	CA	91390	661-367-4192
2655909	BSD, Inc	2799 4th Street	Santa Rosa	CA	95405	(707) 542-4456
2655928	CLE Petrol Cleveland, Inc.	3551 Cleveland Ave.	Santa Rosa	CA	95403	(707) 526-0770
2654061	Cuyamaca Petroleum LLC	8617 Cuyamaca Street	Santee	CA	92071	(619) 499-5448
2655640	Sandhu Business Enterprise	1706 Erringer Rd. #1	Simi Valley	CA	93065	(805) 579-7896
2654044	Sawalha, Inc.	2500 Tapo Canyon Road	Simi Valley	CA	93063	(805) 526-7848
2655871	Grand Martco, Inc.	221 Airport Blvd.	So. San Francisco	CA	94080	(650) 588-6058
257131	California Finest Oil	11906 Campo Road	Spring Valley	CA	91978	(619) 670-7601
2658168	Steele Canyon Inc	12868 Campo Road	Spring Valley	CA	91978	619-981-7096
2654322	GNC Properties	15000 Olive View Drive Unit A	Sylmar	CA	91342	(818) 367-7317
2654113	Tarzana Burbank Oil Corporation	18468 Burbank Blvd	Tarzana	CA	91356	(813) 344-2444
2655003	Temecula Oil & Water, LP	30535 Highway 79	Temecula	CA	92592	(951) 587-4208
2655887	Ohanes John Nahas	5676 Rosemead Blvd.	Temple City	CA	91780	(626)307-5390
2655592	Robert Sadeghi	5404 W 190th St.	Torrance	CA	90503	(310) 542-0368
2654299	Apna California Petroleum Inc	2500 Fulkerth Road	Turlock	CA	95380	559-978-1682
2655179	HIGHWAY PETROLEUM ENTERPRISE, INC.	12892 Newport Ave	Tustin	CA	92780	(714) 884-3292
2654156	Kuljit S. Barn	31901 ALVARADO BLVD	UNION CITY	CA	94587	510-921-0636
2655172	Flaieh Corporation	681 E. Foothill Boulevard	Upland	CA	91786	7609547660
2654251	GAWFCO Enterprises, INC	2000 Nut Tree road	Vacaville	CA	95687	(925) 979-0560
2655883	Sahika Corp	25048 Valencia Blvd	Valencia	CA	91355	(661) 753-3015
2655064	Kassra, Inc.	2292 E. Thompson Blvd	Ventura	CA	93001	(805) 648-7016
2655746	VGG Enterprise Corporation	7818 Normandy Blvd	Vernon	CA	90058	(323) 277-9512
2654162	Bear Valley and 3rd LLC	16528 Bear Valley Rd	VICTORVILLE	CA	92395	310-922-4696

	LIST OF CONVENIENCE STORE FRANCHISEES AS OF 4/26/26					
Store #	**Franchisee Name**	**Store Address**	**City**	**St**	**Zip**	**Phone**
2654059	LWS Visalia Gas Inc	1322 N McAuliff St	Visalia	CA	93292	(760) 832-1760
2654275	Cedar Slope Capital, Inc	3426 N. Dinuba Blvd #101	Visalia	CA	93291	(559) 805-5936
2654327	United Brothers Enterprise, Inc.	2501 N. Main St.	Walnut Creek	CA	94597	(510) 759-2384
2655175	BK Gill, Inc.	2801 Evergreen Ave.	West Sacramento	CA	95691	(916) 373-0877
2654171	GAWFCO Enterprises, INC	4549 Ingram Creek Road	Westley	CA	95387	(925) 979-0560
2655039	Civic Energy Center	1466 Colusa Ave.	Yuba City	CA	95993	(530) 821-0830
CONNECTICUT						
2656057	Gopinathji, LLC	2120 Black Rock Turnpike	Fairfield	CT	06825	(203) 336-1266
2656054	HIR, LLC	680 Poquonock Ave	Windsor	CT	06095	(860) 688-0588
2654118	Srihari LLC	356 Bloomfield Ave	Windsor	CT	06095	(860) 688-1942
DELAWARE						
2655790	RMDC Enterprises, Inc	698 Naamans Rd	Claymont	DE	19703	(302) 798-8800
2655768	Shri Balaji Wilmington LLC	1801 Concord Pike	Wilmington	DE	19803	732-404-7368
FLORIDA						
2655820	R&L Novelty Inc	2115 S. Orange Blossom Trail	Apopka	FL	32703	407-705-7229
2655832	Beach Food Post Inc	715 Atlantic Blvd	Atlantic Beach	FL	32223	(904) 241-7552
2654135	Highlands County Inc	3 N US Highway 27	Avon Park	FL	33825	863-453-2124
2655650	Shiv 22 LLC	998 Highway 27	Avon Park	FL	33825	863-453-0488
2654373	Boca Gas & Go Corp	5899 N Federal Highway	Boca Raton	FL	33487	(561) 931-3083
2655684	C.A.S. Team LLC	202 W. Brandon Boulevard	Brandon	FL	33511	813-220-5830
2655867	Sagar Stores, Inc.	11210 Causeway Boulevard	Brandon	FL	33511	813-951-1753
2658264	Super Petroleum 12 LLC	1950 E. Jefferson St.,	Brooksville	FL	34601	954 993 2044
2654225	Shiv 6 Investment of Panama City LLC	102 N Tyndall Pkwy	Callaway	FL	32405	(850) 640-0158
2654149	Citrus Springs Enterprise LLC	9580 N Citrus Springs Blvd	Citrus Springs	FL	34434	(352) 897-5878
2654153	East Bay Shell Enterprises, LLC	4450 E Bay Dr	Clearwater	FL	33764	(727) 250-2061
2654099	Creek Oil and Gas Inc	4650 N State Road 7	Coconut Creek	FL	33073	(954) 971-9004
2655500	GTB Gasoline Corp	1900 LPGA Boulevard	Daytona Beach	FL	32117	386-316-4117
2654093	S R Dover Energy LLC	4810 McIntosh Road	Dover	FL	33527	863-934-6789
2654401	KD Patel, Inc.	28200 Hwy 27	Dundee	FL	33838	574-309-6419
2655674	Durray Petroleum 01 LLC	9406 S Suncoast Highway	Homosassa	FL	34446	352-897-5878
2654019	VG Food Mart, LLC	7611 State Road 52	Hudson	FL	34667	203-600-0436
2655621	5 Sparrows FLA, LLC	13006 County Line Road	Hudson	FL	34667	540-622-3220
2654024	Prem Enterprise, Inc	7818 Normandy Boulevard	Jacksonville	FL	32221	904-923-5129
2654090	Beach Food Post, Inc.	3631 Blanding Boulevard	Jacksonville	FL	32210	904-923-5129
2654255	Shree Jalaram Inc	1188 Broward Road	Jacksonville	FL	32218	(904) 234-3374
2655826	Beach Food Post, Inc.	12453 Phillips Highway	Jacksonville	FL	32256	904-923-5129

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2655830	Kwik Way Inc	116 Oak Leaf Village Parkway	Jacksonville	FL	32222	904-923-5129
2655831	Kwik Way Inc	100 Gateway Circle	Jacksonville	FL	32259	904-923-5129
2655844	Beach Food Post, Inc.	1554 Saint Johns	Jacksonville	FL	32225	904-923-5129
2655845	Prem Enterprise, Inc	8403 Atlantic Boulevard	Jacksonville	FL	32211	904-923-5129
2655850	Neil and Priya, Inc.	14070 Beach Boulevard	Jacksonville	FL	32250	904-923-5129
2655882	Beach Food Post, Inc.	5711 Bowden Road	Jacksonville	FL	32216	904-923-5129
2654120	Beach Food Post, Inc.	1628 3rd Street N	Jacksonville Beach	FL	32250	(904) 246-2332
2655234	APEC Foods, LLC	750 W Hickpoochee	LaBelle	FL	33935	941-888-5597
2654062	Irshaid Oil, Inc.	413 S. US Highway 441	Lady Lake	FL	32159	352-750-5400
2655617	YHS Gas and Convenience LLC	22 East County Road 470	Lake Panasoffkee	FL	33538	256-606-0230
2654190	Mahant 108 2 LLC	6655 Socrum Loop Road	Lakeland	FL	33809	352-216-1480
2654379	Mahant Swami Maharaj Krupa, Inc	3025 Kathleen Road	Lakeland	FL	33810	516-312-6097
2655651	T Debnath Inc	2385 Griffin Road	Lakeland	FL	33810	863-937-9758
2655688	Bapa Petroleum LLC	933 W. Pipkin Road	Lakeland	FL	33813	904-923-3705
2658256	Astha Lakshmi Inc	125 N. Combee Road	Lakeland	FL	33801	682-558-1974
2656875	Suncoast Food and Gas Inc	16055 State Road 52 Ste 102	Land O Lakes	FL	34638	(813) 406-4826
2654082	Riight Energy Inc	8650 Ulmerton Road	Largo	FL	33771	(678) 357-7599
2656870	Lecanto 2023 LLC	782 South Rowe Terrace	Lecanto	FL	34461	267-467-27\56
2654197	AMI 77 LLC	4001 N Wickham Road	Melbourne	FL	32935	(321) 428-5020
2655879	Flagler Petroleum LLC	4690 W Flagler Street	Miami	FL	33134	305-648-3726
2655875	Tropic Oil Company LLC	4941 SW 8th Street	Miami	FL	33134	719-369-8000
2655876	Miami Food Mart Inc.	4801 NW 36h St.	Miami Springs	FL	33166	(786) 631-4841
2655744	Diyaa Food Mart, LLC	8070 Navarre Parkway	Navarre	FL	32566	(850) 939-9669
2654359	Automated Petroleum and Energy Company, Inc	6427 State Rd 54	New Port Richey	FL	34653	8139241334
2654083	APEC Foods, LLC	5523 State Road 54	New Port Richie	FL	34652	8139241334
2655213	APEC Foods LLC	1050 Bobcat Trail	North Port	FL	34288	(813) 681-4279
2656933	Jallo Oil Distributors Inc	1060 Plantation Rd	North Port	FL	34289	(941) 429-6072
2655672	Prayan LLC	3420 W Silver Springs Boulevard	Ocala	FL	34475	352-456-9797
2655673	Sarvi Inc.	4410 NW County Road 326	Ocala	FL	34482	631-627-5660
2655731	Ocala Marathon Inc	7025 NE Jacksonville Road	Ocala	FL	34479	352-208-6814
2655919	APEC Foods, LLC	1702 S Pine Avenue	Ocala	FL	34471	813-924-1334
2654114	Noor Enterprises of Edgewater, LLC	5051 Edgewater Drive	Orlando	FL	32810	425-244-0006
2654218	Gulamali Enterprises Inc	3096 Curry Ford Road	Orlando	FL	32806	321-231-4580
2654287	Petro Trail, LLC	3839 S Orange Blossom Trail	Orlando	FL	32829	917-325-3427

	LIST OF CONVENIENCE STORE FRANCHISEES AS OF 4/26/26					
Store #	**Franchisee Name**	**Store Address**	**City**	**St**	**Zip**	**Phone**
2655675	Petro Goldenrod LLC	1801 Goldenrod Road	Orlando	FL	32807	917-325-3427
2655696	Ghaneshay Inc	701 S Goldenrod	Orlando	FL	32822	419-819-6484
2655811	Orange Food & Gas LLC	8800 S. Orange	Orlando	FL	32824	786-307-0753
2655229	Ghaneshay 01 Inc	530 S. Atlantic Avenue	Ormond Beach	FL	32176	334-300-0980
2654341	Osprey Amoco Inc	6 N Tamiami Trail	Osprey	FL	34229	(941) 966-0144
2655689	Lake Worth Oil and Gas, Inc.	3276 S. Congress Avenue	Palm Springs	FL	33461	561 433-4491
2654317	Palm Springs Oil and Gas Inc	4021 Lake Worth Road	Palm Springs	FL	33461	(561) 629-3874
2654084	S.A.Z. Largo Inc	12574 66th St	Pinellas Park	FL	33773	(727) 281-8188
2654169	SR Interstate Energy LLC	2851 Thonotosassa Road	Plant City	FL	33565	(813) 704-6843
2654406	Copans Gas & Go Corp	290 W. Copans Road	Pompano Beach	FL	33064	5616990658
2380105	Jack and Stacy INC	909 Kings Highway	Port Charlotte	FL	33980	(941) 743-8585
2654196	AMI 81 LLC	1591 Dunlawton Avenue	Port Orange	FL	32127	(386) 872-5710
2654349	APEC Foods, LLC	8011 U.S. Highway 19	Port Richey	FL	34668	(813) 681-4279
2654386	Bethany Gas & Wash Corp	1343 NW Saint Lucie West Blvd	Port Saint Lucie	FL	34986	(772) 905-8766
2658073	Darwin Gas & Wash Corp	3095 SW Port Saint Lucie Blvd	Port St Lucie	FL	34953	(772) 807-8194
2654077	Prima Vista Gas & Go	100 SE Prima Vista Blvd	Port St. Lucie	FL	34983	(772) 281-2741
2655239	MotaGenao LLC	3949 Tamiami Trail	Punta Gorda	FL	33950	443-477-2231
2654064	Ayelmam Investment Inc	11292 Boyette Road	Riverview	FL	33569	(813) 451-3155
2655978	SR Progress Energy, LLC	9020 Progress Boulevard	Riverview	FL	33578	863-934-6789
2655504	Jalaprehaan 113 Inc	2481 N. Narcoossee Rd	Saint Cloud	FL	32824	321-514-2736
2658076	Highlands County Inc	3390 State Road 17 N	Sebring	FL	33870	(863) 382-8966
2654195	AMI 80 LLC	601 Beville Road	South Daytona	FL	32119	(386) 872-5704
2654427	Suncoast Cimbora LLC	19818 February Lane	Spring Hill	FL	34610	(352) 345-4043
2655244	John & Jack Enterprises INC	14314 Spring Hill Dr.	Spring Hill	FL	34609	(352) 799-8878
2655931	Anabia Investments, Inc	2109 Commercial Way	Spring Hill	FL	34606	248-802-5192
2654152	Kennedy and Lois Shell, Inc	4205 W Kennedy Boulevard	Tampa	FL	33609	813-230-9213
2654297	A & F King Shell LLC	4242 E Busch Blvd	Tampa	FL	33617	773-242-3351
2654298	APEC Foods, LLC	6820 N 56th Street	Tampa	FL	33617	813 924 1334
2654358	Padma Trading Inc	1312 E Busch Boulevard	Tampa	FL	33612	786-290-9010
2655694	Zurie Petroleum, LLC	410 S 50th Street	Tampa	FL	33619	(571) 342-8632
2655776	Mahant 108 LLC	6101 S. MacDill Avenue	Tampa	FL	33611	352-216-1480
2655777	HCO Petroleum & Merchandise Inc	6017 Linebaugh	Tampa	FL	33625	813 304 2029
2655797	Egypt and Dale Retail, Inc.	6211 Dale Mabry Highway	Tampa	FL	33614	631-507-4199
2655930	CCEF International Inc	3611 W. Bearrs Avenue	Tampa	FL	33618	407-264-1096
2655680	S R Global Oil, LLC	3307 E. SR 60	Valrico	FL	33594	(813) 654-3385

	LIST OF CONVENIENCE STORE FRANCHISEES AS OF 4/26/26					
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2655745	S R Global Oil, LLC	3501 Bell Shoals	Valrico	FL	33594	(813) 654-7686
2655722	Tropic Oil Company LLC	7950 W. 28th Avenue	West Hialeah	FL	33018	719-369-8000
2655687	Haverhill Gas & Go Corp.	215 N Haverhill Road	West Palm Beach	FL	33415	(561) 469-6919
GEORGIA						
2654409	Gas Express , LLC	6121 James Dupree Lane	Acworth	GA	30102	404-247-9473
2654056	Nabat Properties, LLC	202 Candler Road SE	Atlanta	GA	30317	(602) 728-8000
2654101	Sohani Management Company	486 Ponce De Leon Avenue NE	Atlanta	GA	30308	770-496-0630
2654205	Gas Express, LLC	5955 FULTON INDUSTRIAL BLVD	ATLANTA	GA	30336	404-247-9473
2654214	Gulzar Properties LLC	3004 Piedmont Road NE	Atlanta	GA	30305	770-496-0630
2654282	Gas Express, LLC	1896 Piedmont Road NE	Atlanta	GA	30324	404-247-9473
2654336	Miami Commercial Properties, LLC	3255 Martin Luther King Jr. Drive	Atlanta	GA	30311	(770) 338-2620
2655331	Sydney Food LLC 138	639 Morosgo Drive	Atlanta	GA	30324	404-247-9473
2655333	Boulevard LLC 144	111 Boulevard Street NE	Atlanta	GA	30312	404-247-9473
2655601	Ooche LLC # 134	1176 Chattahoochee Avenue NW	Atlanta	GA	30318	404-247-9473
2655872	164 Marietta LLC	1720 Marietta Boulevard	Atlanta	GA	30318	404-247-9473
2655962	170 Hollywood, LLC	1820 Hollywood Road NW	Atlanta	GA	30318	404-247-9473
2655963	185 Moreland LLC	350 Moreland Avenue NE	Atlanta	GA	30307	404-247-9473
2655984	Crown Global Investments	160 Ted Turner Drive NW	Atlanta	GA	30303	678-705-3145
2655999	Mahek Properties, LLC	1892 Howell Mill Road	Atlanta	GA	30318	404-228-9538
2654344	Gas Express, LLC	4883 Atlanta Highway	Bogart	GA	30622	(404) 809-4923
2654279	Gas Express, LLC	4081 S Bogan Road	Buford	GA	30519	(404) 809-4923
2654029	188 Hwy 53 LLC	943 Highway 53 E SE	Calhoun	GA	30701	(404) 809-4923
2654212	Pramukh Shanti LLC	1503 Red Bud Road NE	Calhoun	GA	30701	(706) 383-6640
2654191	Gas Express, LLC	3299 Sixes Road	Canton	GA	30114	(404) 809-4923
2655935	174 Chamblee LLC	3530 Chamblee Tucker Rd.	Chamblee	GA	30341	(404) 809-4923
2654321	Chamblee Enterprises LLC	4291 N Peachtree Road	Chamblee	GA	30341	(770) 296-3763
2655952	181 Old National, LLC	4903 Old National Hwy	College Park	GA	30337	(404) 809-4923
2655975	190 Conley LLC	3000 Moreland Ave	Conley	GA	30288	(404) 809-4923
2654174	Gas Express, LLC	2964 Moreland Avenue	Conley	GA	30288	(404) 809-4923
2654337	Miami Commercial Properties, LLC	2300 Sigman Road SW	Conyers	GA	30012	770-338-2620
2654079	Gas Express, LLC	2244 Hurricane Shoals Rd	Dacula	GA	30019	(404) 809-4923
2654277	Gas Express	3858 Covington Hwy	Decatur	GA	30032	(404) 809-4923
2654178	Gas Express, LLC	4265 Glenwood Road	Decatur	GA	30032	(404) 809-4923
2654203	Gas Express, LLC	3801 FLAT SHOALS PKWY	DECATUR	GA	30034	(404) 809-4923
2654204	Gas Express, LLC	2050 Chandler Road	Decatur	GA	30032	(404) 809-4923
2654338	Swift Stop Inc	2077 N. Decatur Road	Decatur	GA	30033	(404) 929-1965
2655953	183 Camp Creek, LLC	3241 Camp Creek Prkwy	East Point	GA	30344	(404) 809-4923

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2654148	Fuel Mart LLC	1337 East Virginia Avenue	East Point	GA	30344	(678) 386-5618
2654067	Harmadia Walla, LLC	3794 Bouldercrest RD	Ellenwood	GA	30294	(404) 512-2786
2654003	Gas Express, LLC	7342 Spout Springs Road	Flowery Branch	GA	30542	404-247-9473
2654154	Good Luck 4 LLC	5775 Phil Neikro Boulevard, Suite B	Flowery Branch	GA	30542	678-866-9798
2655334	Old Dixie Exxon LLC 113	6142 OLD DIXIE HWY	FOREST PARK	GA	30297	(404) 809-4923
2655714	157 Braselton LLC	983 HWY 124	Hoschton	GA	30548	(404) 809-4923
2655987	193 Hwy 211 LLC	1975 Hwy 211	Hoschton	GA	30548	(404) 809-4923
2654141	Gas Express, LLC	1810 Dry Pond Road	Jefferson	GA	30549	(404) 809-4923
2655335	Chastain LLC #150	3400 BUSBEE WAY	KENNESAW	GA	30144	(404) 809-4923
2654339	Barrett Pkwy Investment LLC	550 Ernest W Barret NW	Kennesaw	GA	30144	(770) 423-0099
2654107	Gas Express, LLC	3300 Frey Road NW	Kennesaw	GA	30144	(404) 809-4923
2654290	Gas Express, LLC	2300 Whitesville Rd	LaGrange	GA	30240	404-247-9473
2654403	Gas Express, LLC	2457 Whitesville Rd	LaGrange	GA	30240	404-247-9473
2654022	191 Lake City, LLC	5690 Jonesboro Rd	Lake City	GA	30260	(404) 809-4923
2654180	K At Crogan Inc	452 Winder Highway, Suite A	Lawrenceville	GA	30045	(515) 770-2301
2654276	Gas Express, LLC	1740 Duluth Highway	Lawrenceville	GA	30043	404-247-9473
2654086	IQRA Properties, LLC	3860 Panola Rd	Lithonia	GA	30038	(678) 418-2002
2654243	Gas Express, LLC	3010 Bill Gardner Parkway	Locust Grove	GA	30248	(404) 809-4923
2654173	Kat Grayson Inc	2705 Loganville Hwy	Loganville	GA	30052	(470) 299-3916
2654226	Mableton USA Inc	873 Veterans Memorial Highway SE	Mableton	GA	30126	832-668-9721
2654052	198 Callaway Rd, LLC	2700 Austell Road	Marietta	GA	30008	404-247-9473
2654089	Gas Express, LLC	1230 Cobb Parkway N	Marietta	GA	30062	404-247-9473
2654108	Gas Express, LLC	2678 Windy Hill Road SE	Marietta	GA	30144	404-247-9473
2658249	Miami Commercial Properties, LLC	2370 Delk Road SE	Marietta	GA	30067	803-794-9099
2654081	197 Troy Smith LLC	1605 Troy Smith rd.	Monroe	GA	30656	(404) 809-4923
2654080	1001 Southe Lake , LLC	6629 Jonesboro Rd	Morrow	GA	30260	(404) 809-4923
2655958	Bhaidani Properties LLC	4125 Jimmy Carter Blvd	Norcross	GA	30093	(404) 512-2786
2654057	Ali Nur LLC	6385 Peachtree Industrial	Peachtree Corners	GA	30092	(470) 349-8671
2654265	Gas Express, LLC	5175 S Old Peachtree Road	Peachtree Corners	GA	30092	(404) 809-4923
2654395	Gas Express, LLC	8060 Highway 85	Riverdale	GA	30276	404-247-9473
2655998	Serena Group Inc.	7325 Roswell Road NE	Sandy Springs	GA	30328	(770) 394-1604
2654139	Gas Express, LLC	6429 Covington Highway	Stonecrest	GA	30058	(404) 809-4923
2654078	Gas Express, LLC	215 Old Peachtree Rd NW	Suwanee	GA	30024	(404) 809-4923
2654252	Gas Express, LLC	5 Buford Highway NE	Suwanee	GA	30024	(404) 809-4923
2654266	Gas Express, LLC	3285 McGinnis Ferry Rd	Suwanee	GA	30024	(404) 809-4923
2655857	165 Flat Shoals LLC	3601 Flat Shoals Rd.	Union City	GA	30291	(404) 809-4923
2655888	168 Union City, LLC	4597 Jonesboro Rd.	Union City	GA	30291	(404) 809-4923
2655997	DILSHAD PROPERTIES LLC	3805 Flat Shoals Rd	Union City	GA	30291	(404) 512-2786
2654088	Gas Express, LLC	731 Hwy 211 NW	Winder	GA	30680	(404) 809-4923

	LIST OF CONVENIENCE STORE FRANCHISEES AS OF 4/26/26					
Store #	**Franchisee Name**	**Store Address**	**City**	**St**	**Zip**	**Phone**
HAWAII						
2705711	Merrill Financial Corporation	2140 Nimitz Highway	Honolulu	HI	96819	(808) 848-0480
2655853	Lahaina Petroleum, LLC	4454 Nuhou Street, Suite 701	Lihu-e	HI	96766	(808) 632-0520
2705595	Merrill Maui Ventures, LLC	15 Kapoli Street	Wailuku	HI	96793	(808) 249-0227
257598	Mison, Inc.	94-673 Kupuohi Street	Waipahu	HI	96797	(808) 678-0550
ILLINOIS						
2655942	Alsip BP Inc	12230 S. Cicero Avenue	Alsip	IL	60803	(708) 827-5859
2655944	HM1 Corporation	108 N. Batavia Avenue	Batavia	IL	60510	630-326-9336
2654028	Shiv Asim Krupa Inc	160 Dundee Avenue	East Dundee	IL	60118	847-791-7588
2655796	TJ1, Inc.	14310 S. Will Cook Rd	Homer Glen	IL	60491	(708) 646-3702
2655941	Worth BP Inc	10631 Southwest Highway	Worth	IL	60482	(708) 827-5859
INDIANA						
2655641	Indy Travel Plaza LLC	8701 Colonel H. Weir Cook Memorial Drive	Indianapolis	IN	46241	317-672-7550
MARYLAND						
2654053	Davinder Chibb, Inc	4434 Falls Road	Baltimore	MD	21211	410-207-5153
2656033	Atlantic International Enterprises, Inc.	1800 Russell Street	Baltimore	MD	21230	410-685-5167
2655624	M.G. Michael, Inc.	2343 W Joppa Road	Brooklandville	MD	21022	410-296-1072
2655827	Columbia Crossing Services, Inc.	6251 Columbia Crossing Circle	Columbia	MD	21045	301-980-2576
2655837	Long Gate Services, Inc.	4398 Montgomery Road	Ellicott City	MD	21043	301-980-2576
2655785	301 Truck Stop Inc.	3511 S. Crain Highway	Upper Marlboro	MD	20774	301-980-2576
MASSACHUSETTS						
2656084	JJZ Corporation	441 Boston Road	Billerica	MA	01821	(978) 667-0531
2656088	301 ELM ENTERPRISES, LLC	301 ELM STREET	BRAINTREE	MA	02184	(781) 843-0085
2656113	Gasoline Retailer, Inc	173 BEDFORD ST	BURLINGTON	MA	01803	(781) 273-2525
2655974	Cranberry Plaza Enterprise, LLC	2900 Cranberry Plaza Hwy	East Wareham	MA	02538	(508) 295-3236
2656119	Cedar, Inc	1063 WORCESTER RD	FRAMINGHAM	MA	01701	(508) 879-4763
2654133	Homestead Grocery	625 Homestead Avenue	Holyoke	MA	01040	413-538-7857
2656126	Medford Sam's Gas, LLC	1 Mystic Avenue	Medford	MA	2155	978-764-1976
2655709	Khoury Fuel, Inc	386 Main Street	Melrose	MA	02176	(781) 665-1470
2656116	A&A Fuel	140 MEDWAY RD	MILFORD	MA	01757	(508) 473-4981
2656114	ZEAITER CORP.	76 STOREY AVE	NEWBURYPORT	MA	01950	(978) 465-9159
2654117	Norwood Fuel, Inc.	971 Boston Providence Hwy	Norwood	MA	02062	(781) 769-8945
2656117	LIFE'S TOO SHORT INC	1785 ANDOVER ST	TEWKSBURY	MA	01876	(978) 851-5155
MICHIGAN						
2654394	S & R Fuel Mart Inc	16059 Southfield Road	Allen Park	MI	48101	(313) 914-4513
2654050	23 Mile Fuel & Go, Inc	35130 23 Mile Rd.	New Baltimore	MI	48047	586-684-3000
MINNESOTA						

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2656229	Shoreview Gas Inc	3854 Lexington Avenue N	Shoreview	MN	55126	651-483-1219
MISSISSIPPI						
2654023	ANGS Group, Inc.	1706 Highway 51, Suite B	Madison	MS	39110	(601) 720-6275
2654020	Sumrall Oil Services, Inc.	840 County Line Rd	Ridgeland	MS	39157	601-977-8820
2654246	Sumrall Oil Services	209 Highway 28	Taylorsville	MS	39168	(601) 785-9281
NEW HAMPSHIRE						
2656123	D.W. Highway Mobil, Inc	468 Daniel Webster Hwy	Merrimack	NH	03054	(603) 424-5227
NEW JERSEY						
2655751	Belly Petro Mart, Inc.	9 N Arkansas	Atlantic City	NJ	08401	(609) 345-4759
2655849	Bayko, LLC	640-650 Avenue E.	Bayonne	NJ	07002	(551) 265-7874
2655754	N & J Petroleum LLC	321 Shell Road	Carney's Point	NJ	08069	(856) 299-7127
2655915	RAR Faith LLC	226 Westfield Ave.	Clark	NJ	07066	(917) 957-3768
2655757	Varni 3001 Inc	3001 Ocean Heights Avenue	Egg Harbor	NJ	8234	267-971-4425
2654219	Narnarayan 1 Corporation	300 Elizabeth Ave	Elizabeth	NJ	07206	(908) 289-5570
2654039	SPG Express Fuel, LLC	99 River Drive	Garfield	NJ	07026	(732) 404-7368
2655759	Carr Avenue Market LLC	120 Carr Avenue	Keansburg	NJ	7734	973-223-9733
2655760	Rooprai, Inc.	918 Radio Road	Little Egg Harbor	NJ	08087	(609) 294-3652
2655633	Singh11 LLC	4150 US Route 1 N	Monmouth Junction	NJ	8852	862-801-0000
2655848	J & AME ONE CORP	444 Kinderamack Road	Oradell	NJ	7649	609-481-5170
2654055	Simon Petroleum, LLC	200 River Avenue	Pt Pleasant Beach	NJ	8742	732-206-6465
2655767	Gas N Go Mart LLC	1150 Hamburg Turnpike	Wayne	NJ	7470	973-296-3565
2656046	Tiger 23, Inc	1431 Route 23 S	Wayne	NJ	7470	201-647-4498
2655828	Ghotra Wharton Fuel LLC	401 Route 15 North	Wharton	NJ	7885	(908) 400-0518
NEW YORK						
2654015	Haver's Nice-N-Easy, Inc.	8035 State Route 12	Barneveld	NY	13304	(315) 896-2139
2654014	Haver's Nice-N-Easy, Inc.	12200 State Route 8	Poland	NY	13431	(315) 826-7222
2656058	ESHAA PETROLEUM CORP	298 TITUSVILLE ROAD	POUGHKEEPSIE	NY	12603	(845) 486-4362
OHIO						
2654254	Dot Red LLC	814 W Washington Street	Sandusky	OH	44870	(567) 283-5007
OREGON						
2655129	Devin Oil Co., Inc.	100 Beech St.	Arlington	OR	97812	(541) 289-4876
2655033	Devin Oil Co., Inc.	101 North Main St	Boardman	OR	97818	(541) 289-4876
2655034	Devin Oil Co., Inc.	101 SE Front Street	Boardman	OR	97818	(541) 289-4876
2655128	Devin Oil Co., Inc.	329 N. Main St.	Heppner	OR	97836	(541) 289-4876
2655113	Devin Oil Co., Inc.	32553 E. Punkin Center Rd.	Hermiston	OR	97838	(541) 289-4876
2655120	Devin Oil Co., Inc.	1430 N 1st St	Hermiston	OR	97838	(541) 289-4876

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2655119	Devin Oil Co., Inc.	300 SE Highway 730	Irrigon	OR	97844	(541) 289-4876
2655201	Baba Deep Singh Inc.	160 SW Hill Rd	McMinnville	OR	97128	(503) 857-0104
2655032	Devin Oil Co., Inc.	309 Nye St.	Pendleton	OR	97801	(541) 289-4876
2655049	Devin Oil Co., Inc.	335 E. Court Ave	Pendleton	OR	97801	(541) 289-4876
PENNSYLVANIA						
2655753	Cherry Hill Market Inc	100 S Reading Ave.	Boyertown	PA	19512	(610) 473-9106
2655755	Rhoboth Petroleum Inc	201 W. Lancaster Avenue	Devon	PA	19333	267-495-7358
2655765	Shiv Durga USA, LLC	401 N Main St	Telford	PA	18969	(215) 723-1774
RHODE ISLAND						
2654066	Mendon Road Gulf, Inc.	1754 Mendon Road	Cumberland	RI	2864	401-305-5444
2655948	Plainfield Pike Gulf, Inc.	1889 Plainfield Pike	Johnston	RI	02919	
2654375	Gasoline Retailers, Inc	1897 Plainfield Pike	Johnston	RI	02919	(401) 944-1560
TEXAS						
2655896	CK North Texas D, LLC	429 Bedford St.	Bedford	TX	76022	(214) 319-9100
2654429	Legacy Empire Enterprise LLC	2680 Old Denton Rd. #172	Carrollton	TX	75007	(469) 865-6455
2654382	CK North Texas D LLC	210 East FM 1382	Cedar Hill	TX	75104	(214) 319-9100
2654031	CK North Texas D, LLC	6500 US Highway 380 E	Crossroads	TX	76227	(214) 319-9100
2654007	CK North Texas D LLC	8015 CF Hawn Fwy	Dallas	TX	75217	(214) 319-9100
2654004	CK North Texas D, LLC	8181 S. Lancaster	Dallas	TX	75241	(214) 319-9100
2655892	CK North Texas D, LLC	12950 Coit Road	Dallas	TX	75251	(214) 319-9100
2655893	CK North Texas D, LLC	18120 Coit Road	Dallas	TX	75251	(214) 319-9100
2655894	CK North Texas D, LLC	5526 ERL Thornton	Dallas	TX	75223	(214) 319-9100
2654384	CK North Texas D LLC	19109 Preston Road	Dallas	TX	75252	(214) 319-9100
2655914	CK North Texas D, LLC	100 E. Navarro	DeLeon	TX	76444	(214) 319-9100
2654245	CK North Texas D, LLC	100 S Industrial Blvd	Euless	TX	76040	(214) 319-9100
2654319	CK North Texas D LLC	2400 Cross Timbers Road	Flower Mound	TX	75028	(214) 319-9100
2655907	CK North Texas D, LLC	3300 Long Prairie Rd.	Flower Mound	TX	75022	(214) 319-9100
2655905	CK North Texas D, LLC	350 N. Riverstide	Fort Worth	TX	76111	(214) 319-9100
2654241	CK North Texas D LLC	249 Main Street	Frisco	TX	75034	(214) 319-9100
2654271	Onkar Investments and Holdings Inc	2101 Westinghouse Road	Georgetown	TX	78626	(737) 209-0480
2655961	Red Rainbow Corporation	831 S Magnolia Blvd.	Magnolia	TX	33355	(281) 256-8200
2655959	CK North Texas D, LLC	801 University Drive	McKinney	TX	75069	(214) 319-9100
2654356	CK North Texas D,	2400 Virginia Parkway	McKinney	TX	75071	(214) 319-9100

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	LLC					
2654398	CK North Texas D, LLC	1135 Gross Road	Mesquite	TX	75149	(214) 319-9100
2654244	CK North Texas D, LLC	7100 Rufe Snow Drive	North Richland Hills	TX	76148	214-319-9100
2655906	Circle Radil LLC	7601 Mid Cities Boulevard	North Richland Hills	TX	75069	510-283-3338
2654249	CK North Texas D, LLC	2735 S Church Street	Paris	TX	75460	(214) 319-9100
2654258	CK North Texas D, LLC	2200 McDermott Road	Plano	TX	75025	214-319-9100
2655891	CK North Texas D, LLC	301 Legacy Drive	Plano	TX	75023	214-319-9100
2655918	CK North Texas D, LLC	525 Hwy 276	Quinlan	TX	75474	(214) 319-9100
2654030	CK North Texas D, LLC	100 S. Greenville Ave.	Richardson	TX	75081	(214) 319-9100
2655895	CK North Texas D, LLC	1700 Dalrock	Rowlett	TX	75088	(214) 319-9100
2654320	CK North Texas D LLC	4902 Lakeview Parkway	Rowlett	TX	75088	(214) 319-9100
2655895	CK North Texas D, LLC	1700 Dalrock	Rowlett	TX	75088	(214) 319-9100
2654383	CK North Texas D LLC	10402 North Interstate 35	San Antonio	TX	78233	(214) 319-9100
2654385	CK North Texas D, LLC	2310 Babcock Road	San Antonio	TX	78229	(214) 319-9100
2654380	CK North Texas D LLC	2701 Roy Richard Drive	Schertz	TX	78154	(214) 319-9100
2654381	CK North Texas D LLC	3621 South Highway 75	Sherman	TX	75090	(214) 319-9100
VIRGINIA						
2655615	SCHMITZ ONE LOUDON GAS, INC	44680 Wellfleet Dr.	Ashburn	VA	20147	(703) 724-1890
2655977	Ashland Market, LLC	10281 E. Patrick Henry Rd.	Ashland	VA	23005	(201) 270-8853
2655868	IG 7 FC CORP	1 S. Buckmarsh Street	Berryville	VA	22611	(540) 955-2279
2654433	Goosecreek Fishersville LLC	767 Tinkling Spring Rd.	Fishersville	VA	22939	(540) 490-4082
2656939	Clark Gas & Oil, Inc.	407 E. Main St	Floyd	VA	24091	(276) 694-3772
2655897	Suma Pubitra, Inc.	525 N. Royal Avenue	Front Royal	VA	22630	(540) 749-2572
2655993	Awan Inc.	1001 E Market St	Harrisonburg	VA	22801	(504) 434-0759
2655712	HCK LLC	1081 Port Republic Road	Harrisonburg	VA	22801	540-354-5191
2655713	YESLEY LLC	1617 E MARKET ST	HARRISONBURG	VA	22801	(540) 433-0273
2656419	Clark Gas & Oil	26 AIRPORT ROAD	HILLSVILLE	VA	24343	(276) 694-3772
2655786	Vibryssa LLC	1041 US Highway 211 West	Luray	VA	22835	609-321-5347
2656415	Clark Gas & Oil	937 EAST CHURCH STREET	MARTINSVILLE	VA	24112	(276) 694-3772
2654420	Mt Jackson Exxon LLC	224 Conicville Blvd	Mount Jackson	VA	22842	(540) 354-5191
2655711	GR6 LLC	5540 N. Main Street	Mount Jackson	VA	22842	540-314-1815
2656421	Clark Gas & Oil	6690 GREENSBORO ROAD	RIDGEWAY	VA	24148	(276) 694-3772
2654096	Clark Gas & Oil	2560 Jeb Stuart Hwy	Stuart	VA	24171	(276) 694-3772
2656414	Clark Gas & Oil	124 EAST BLUE RIDGE STREET	STUART	VA	24171	(276) 694-3772
2654333	RMS Enterprises Inc	1490 N. Frederick Pike	Winchester	VA	22603	(540) 431-5015

	LIST OF CONVENIENCE STORE FRANCHISEES AS OF 4/26/26					
Store #	**Franchisee Name**	**Store Address**	**City**	**St**	**Zip**	**Phone**
WASHINGTON						
2655727	Devin Oil	14813 Dodd Road	Burbank	WA	99323	(541) 289-4876
2654235	H & J Takhar, LLC	426 W Main Street	Dayton	WA	99328	(509) 876-1888
2655657	Devin Oil	2601 W Court Street	Pasco	WA	99301	(541) 289-4876
2655173	Aurora Village BP Inc.	20409 Aurora Ave. N	Shoreline	WA	98133	(206) 541-1250
2655994	R&R Washington, LLC	1711 E Nob Hill Rd	Yakima	WA	98901	(509) 367-6604
2655654	Devin Oil	824 Zillah West Rd	Zillah	WA	98953	(541) 289-4876
2655656	Devin Oil	900 Vintage Valley Parkway	Zillah	WA	98953	(541) 289-4876
WEST VIRGINIA						
2654400	Hair Ohm Corporation	60 War Admiral Road	Kearneysville	WV	25430	(304) 930-1541
2654311	Moorefield Liberty Store LLC	759 N Main Street	Moorefield	WV	26836	540-353-3800

CONVENIENCE STORE FRANCHISE AGREEMENTS SIGNED BUT OUTLET NOT OPEN					
Store #	**Franchisee Name**	**Address**	**City**	**State**	**Phone**
2654159	A.O.C. Food Marts, Inc	716 S Cherry St.	Talladega	AL	(256) 521-0072
2658186	Gas Express LLC	5325 Free Ferry Rd	Fort Smith	AR	(404) 809-4923
2658190	Gas Express LLC	6317 W Markham St	Little Rock	AR	(404) 809-4923
2654289	Gas Express LLC	274-310 Mid State Truck Plaza	N Little Rock	AR	(404) 809-4923
2654137	Guru Investments LLC	11305 Palmdale Road	Adelanto	CA	(951) 316-9924
2654351	5River Fuels Inc	SWC Riverside Ave & North Street	Anderson	CA	(530) 209-0281
2654350	Petromart Retail Group Inc.	50876 Seminole Dr	Cabazon	CA	(925) 979-0242
2654334	Sandalwood Travel Center, LP	7th Street & Sandalwood Avenue	Calimesa	CA	(909) 280-3833
2654405	Fayez S. Sedrak & Mona S. Sedrak	1580 W. 6th St.	Corona	CA	(602) 728-8000
2654441	A&S Operations Inc	10490 South De Anza Blvd.	Cupertino	CA	(925) 785-2000
2654423	Tera Investments, Inc.	4810 Chiles Rd.	Davis	CA	(916) 417-8860
2654140	Pipeline Petroleum Banning, LLC	NWC HIghway 395 & Phelan Road	Hesperia	CA	(714) 794-7630
2654136	Orange Grove Service, Inc.	SWC Van Buren and Rutile St.	Jurupa Valley	CA	(909) 908-1698
2654283	GAWFCO Enterprises Incorporated	3667 Mt. Diablo Blvd.	Lafayette	CA	(415) 516-7676
2654325	Cedartop LLC	517 W. Avenue I	Lancaster	CA	(661) 433-1666
2654415	GAWFCO Enterprises, Incorporated	190 W Calveras Blvd.	Milpitas	CA	(925) 979-0560
2654161	Murrieta Petroleum LLC	Clinton Keith Road / 215 freeway	Murrieta	CA	(619) 244-7595
2654443	AP Petro Inc.	2200 S. Archibald Ave.	Ontario	CA	(909) 489-6952
2654301	GAWFCO Enterprises Incorporated	2901 65th Street	Sacramento	CA	(925) 979-0242
2654416	GAWFCO Enterprises, Incorporated	5855 Sonoma Hwy	Santa Rosa	CA	(916) 746-7676
2654126	6 Carat Enterprise Inc.	28874 Valley Center Rd., Building C	Valley Center	CA	(760) 822-0004
2654073	Baxter Town Center, LP	SEC Baxter Rd. and Central St.	Wildomar	CA	(909) 280-3833
2654425	Cherry Outpost, LP	22220 Bundy Canyon Rd	Wildomar	CA	(909) 280-3833
2654357	Greenwich Convenience Mart, Inc.	1129 E Putnam Ave	Riverside	CT	(212) 647-8800
2654422	Automated Petroleum and Energy Company, Incorporated	6000 State Road 557	Lake Alfred	FL	(813) 681-4279
2658090	J & S Enterprises USA, LLC	3250 Bruton Blvd	Orlando	FL	(407) 963-4979
2654428	Automated Petroleum and Energy Company, Incorporated	501 N State Rte 7	Plantation	FL	(813) 681-4279
2654421	Automated Petroleum and Energy Company, Incorporated	3401 SW Darwin Blvd	Port St. Lucie	FL	(813) 681-4279
2654430	APEC Foods, LLC	NWC of Progress Blvd & S. Falkenburg Rd	Riverview	FL	(813) 681-4279
2654072-T	Automated Petroleum and Energy Company, Incorporated	9347 Dr Martin Luther King Jr St N.	St Petersburg	FL	(813) 681-4279

CONVENIENCE STORE FRANCHISE AGREEMENTS SIGNED BUT OUTLET NOT OPEN					
Store #	**Franchisee Name**	**Address**	**City**	**State**	**Phone**
2654286	Automated Petroleum and Energy Company, Incorporated	6971 Southern Blvd.	West Palm Beach	FL	(813) 681-4279
2654306	Automated Petroleum and Energy Company, Incorporated	674 S Congress Ave	West Palm Beach	FL	(813) 681-4279
2654247	Rehman Properties LLC	1541 Northside Dr	Atlanta	GA	(404) 512-2786
2654248	Shamim Investments LLC	329 14th ST	Atlanta	GA	(404) 512-2786
2654424	MM CS Services, LLC	1570 Monroe Drive NE	Atlanta	GA	(770) 338-2620
2654439	Gas Express, LLC	1669 Athens Hwy.	Grayson	GA	(404) 809-4923
2654103	1810 Forest Pkwy LLC	1810 Forest Parkway	Lake City	GA	(404) 512-2786
2654440	Gas Express, LLC	6530 Buford Hwy NE	Norcross	GA	(404) 809-4923
2654181	Warman K Inc	2802 W. Washington Street	Indianapolis	IN	(317) 750-3212
2654303	Tri Star Food Mart, Inc	913 E. 2nd Street	Veedersburg	IN	(317) 750-3212
2654393	TA&S Enterprises of NC, Inc	8210 Moore's Chapel	Charlotte	NC	(602) 728-8000
2654434	YJY LLC	2502 Royal Lane #101	Dallas	TX	(214) 886-1127
2654438	Winchester Station LLC	1818 Martinsburg Pike	Winchester	VA	(571) 277-2638
2654435	Thind PMR Enterprises II, Inc.	1925 S. Broadway Ave.	Othello	WA	(509) 833-9161

CONVENIENCE STORE FRANCHISEES THAT LEFT THE SYSTEM DURING LAST FISCAL YEAR					
Franchisee Name	**Last Known Address**	**City**	**State**	**Zip**	**Phone**
United Brothers Enterprise Inc.	1716 Webster St.	Alameda	CA	94501	(510) 865-1492
Sanjiv Patel	849 University Avenue	Berkeley	CA	94710	510-779-9079
Petromart Retail Group, Inc	1691 E. Main Street	Brawley	CA	92227	760-344-3353
MF Esho, Inc.	610 S. Brawley Ave.	Brawley	CA	92227	(760) 344-7111
Nino Convenience Retail	300 N Fern St	Cabazon	CA	92230	(951) 849-4512
Pine Hollow Enterprises, Inc.	1024 Alberta Way	Concord	CA	94521	(925) 691-4529
Health Care Innovations, Inc	1204 Magnolia Ave	CORONA	CA	92881	(951) 323-6514
Ignite Pacific Inc.	16125 Baseline	Fontana	CA	92336	714-364-0323
NanaKG Corp	911 N Placentia Avenue	Fullerton	CA	92831	714-996-0881
AMAR CORP	7000 Monterey St	Gilroy	CA	95020	408-835-7710
Al Husn Inc.	33401 Highway 74	Homeland	CA	92548	951-325-2465
Delek Enterprises, Inc.	2876 S. Bundy Drive	Los Angeles	CA	90064	(310) 473-0075
Sang Han Enterprise, Inc.	3774 S Western Avenue	Los Angeles	CA	90018	(323) 623-4322
United Elite Investment, LLC	3504 E Imperial Highway	Lynwood	CA	90262	310-617-1008
Emarra, Inc.	1765 Ethanac Rd.	Perris	CA	92585	(951) 657-0085
Delong Oil, Inc	4191 First St.	Pleasanton	CA	94566	(510) 759-2384
Jagdeep Randhawa and Daljit K. Randhawa	2220 Westwood	Redding	CA	96001	(530) 768 1598
Theweny Bros. Inc	3154 El Cajon Boulevard	San Diego	CA	92104	619-997-4594
Granada Fuel & Food	12754 South Highway 33	Santa Nella	CA	95322	(209) 829-1002
Jagdeep Randhawa and Daljit K. Randhawa	4833 Shasta Lake Blvd.	Shasta City	CA	96019	(530) 605 4522
Sat Kartar Blessings LLC	2575 Country Club Boulevard	Stockton	CA	95204	207-838-5400
Sarabjit Singh Kahlon and Balwinder Kahlon	1394 N. Cherry Ct.	Tulare	CA	93274	(559) 686-7777

CONVENIENCE STORE FRANCHISEES THAT LEFT THE SYSTEM DURING LAST FISCAL YEAR					
Franchisee Name	**Last Known Address**	**City**	**State**	**Zip**	**Phone**
VSKY, LLC	3506 E. Main Street	Ventura	CA	93003	(805) 658-2734
Golden Moteur, Inc	1200 S Glendora Ave	West Covina	CA	91790	(626) 850-5300
STFEN7, LLC	489 Keene Road	Apopka	FL	32703	407-703-3894
Calle 8 Petroleum LLC	7411 SW 8th Street	Miami	FL	33144	305-417-6526
AZ Chang LLC	2410 W. Oak Ridge Road	Orlando	FL	32809	832-677-5309
Noor Petrol LLC	1 N Federal Hwy	Pompano Beach	FL	33602	(954) 210-8816
APEC Foods LLC	2902 SW Port St Lucie Blvd	Port St Lucie	FL	34953	(813) 681-4279
Palm Beach lakes Valero, Inc	1270 West Palm Beach Lakes Blvd	West Palm Beach	FL	33401	(561) 623-7820
Donnelly LLC 142	1450 Donnelly Avenue SW	Atlanta	GA	30310	404-247-9473
Lowery LLC 153	343 Joseph Lowery Boulevard SW	Atlanta	GA	30310	404-247-9473
158 Lakewood LLC	100 Lakewood Way SW	Atlanta	GA	30315	404-247-9473
178 Golden Parkway, LLC	4809 Golden Parkway	Buford	GA	30518	(404) 809-4923
Gas Express, LLC	8023 Cumming Highway	Canton	GA	30115	(404) 809-4923
127 Norman LLC	1697 Norman Dr	College Park	GA	30349	(404) 809-4923
Three Star Investment Inc	1704 S Story Street	Boone	IA	50036	(832) 605-4002
Zoom Real Estate, LLC	315 Story St	Boone	IA	50036	(515) 432-3790
Three Star Investment Inc	1115 IA Highway 141	Perry	IA	50220	(832) 293-7411
Three Star Investment Inc	1219 1st Avenue	Perry	IA	50220	(832) 605-4002
Ridgeway Petroleum, Inc.	121 W. Laraway Road	New Lenox	IL	60451	(708) 474-0601
Ridgeway Petroleum, Inc.	11200 183rd Place	Orland Park	IL	60462	(708) 474-0601
Ridgeway Petroleum, Inc.	501 JOLIET ROAD	DYER	IN	46311	(708) 474-0601
Ridgeway Petroleum, Inc	15725 W 101st Avenue	Dyer	IN	46311	(708) 474-0601

CONVENIENCE STORE FRANCHISEES THAT LEFT THE SYSTEM DURING LAST FISCAL YEAR					
Franchisee Name	**Last Known Address**	**City**	**State**	**Zip**	**Phone**
Ridgeway Petroleum, Inc.	21 GOSTLIN AVENUE	HAMMOND	IN	46320	(708) 474-0601
Ridgeway Petroleum, Inc.	260 165TH STREET	HAMMOND	IN	46320	(708) 474-0601
Ridgeway Petroleum, Inc.	5631 HOHMAN AVE.	HAMMOND	IN	46320	(708) 474-0601
Ridgeway Petroleum, Inc.	2735 MAIN STREET	HIGHLAND	IN	46322	(708) 474-0601
Ridgeway Petroleum, Inc.	10 45TH STREET	MUNSTER	IN	46321	(708) 474-0601
New Gold Mine LLC	7124 Turfway Road	Florence	KY	41042	859-630-2221
Appleton Mart LLC	337 Appleton Street	Holyoke	MA	1040	(774) 253-1944
Titanium Springfield, Inc.	1112 Bay Street	Springfield	MA	1109	508-360-8185
G H Traders, Inc.	3107 Hammonds Ferry Road	Baltimore	MD	21227	410-242-2600
Minna Corp.	133 Rt. 17 South	Hasbrouck Hts	NJ	07604	(201) 393-0583
Rafi Fuel LLC	70 US Route 9 N	Morganville	NJ	07751	(732) 617-7308
Gurbani Enterprises, LLC	275 E Main St	Oceanport	NJ	07757	(732) 542-9599
Prime Foods, Inc	1255 Montgomery Avenue	New Berlinville	PA	19512	718-415-6259
Choice Market Inc	312 Manatawny Street	Pottstown	PA	19464	718-415-6259
KNVY LLC	729 S College Avenue	College Place	WA	99324	(509) 876-1888
Small Group LLC	4704 Oakes Street #100	Tacoma	WA	98409	(206) 488-5858

LIST OF MOTOR FUEL FRANCHISEES AS OF 4/26/26

Store #	Franchisee Name	Store Address	City	St	Zip	Phone
2655815	Black Pearl 98 Inc.	100 S. Chowchilla Boulevard	Chowchilla	CA	93610	(209) 640-6465
2655087	J & K Sibia, Inc.	1801 S. Coast Hwy	Oceanside	CA	92054	(760) 433-7151
2211806	K Singh & K Singh Inc.	337 E 9th St	San Bernardino	CA	92410	(818) 452-8440
2654277	Gas Express, LLC	3858 Covington Hwy	Decatur	GA	30032	(404) 809-4923
2654204	Gas Express, LLC	2050 Chandler Road	Decatur	GA	30032	(404) 809-4923
2654266	Gas Express, LLC	3285 McGinnis Ferry Rd	Suwanee	GA	32004	404-247-9473
2655894	CK North Texas D, LLC	5526 ERL Thornton	Dallas	TX	75223	(214) 821-0514
2655657	Devin Oil	2601 W Court Street	Pasco	WA	99301	(509) 543-3670

MOTOR FUEL FRANCHISEES THAT LEFT THE SYSTEM DURING LAST FISCAL YEAR

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

None.

EXHIBIT B

Consolidated Financial Statements

TMC FRANCHISE CORPORATION

(a wholly owned subsidiary of Circle K Stores Inc.)
CONSOLIDATED FINANCIAL STATEMENTS

AS OF APRIL 26, 2026 AND APRIL 27, 2025,

AND FOR THE YEARS ENDED APRIL 26, 2026, APRIL 27, 2025, APRIL 28, 2024

Report of Independent Auditors

To Management of TMC Franchise Corporation

Opinion

We have audited the accompanying consolidated financial statements of TMC Franchise Corporation and its subsidiary (the "Company"), which comprise the consolidated balance sheets as of April 26, 2026 and April 27, 2025, and the related consolidated statements of income and comprehensive income, of changes in shareholder's equity and of cash flows for the years ended April 26, 2026, April 27, 2025 and April 28, 2024, including the related notes (collectively referred to as the "consolidated financial statements").

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of April 26, 2026 and April 27, 2025, and the results of its operations and its cash flows for the years ended April 26, 2026, April 27, 2025 and April 28, 2024 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date the consolidated financial statements are available to be issued.

PricewaterhouseCoopers LLP
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Montréal, Quebec, Canada H3B 4Y1
T.: +1 514 205 5000, F.: +1 514 876 1502
Fax to mail: ca_montreal_main_fax@pwc.com

"PwC" refers to PricewaterhouseCoopers LLP, an Ontario limited liability partnership.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with US GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

PricewaterhouseCoopers LLP[1]

Montréal, Canada
July 9, 2026

[1] CPA auditor, public accountancy permit No. A125677

TMC FRANCHISE CORPORATION
(a wholly owned subsidiary of Circle K Stores Inc.)
CONSOLIDATED BALANCE SHEETS

	April 26, 2026	April 27, 2025
ASSETS		
Cash	$ -	$ -
Royalty and other receivables	18,961,769	11,184,013
Current portion of notes receivable from franchisees	1,921,592	-
Total Current Assets	20,883,361	11,184,013
Property and equipment, net (Note 3)	9,345,040	12,287,489
Intangible assets, net (Note 4)	7,775,292	10,640,706
Long-term portion of notes receivable from franchisees	8,392,294	-
Deferred income taxes (Note 5)	232,898	206,960
Note receivable from parent company (Note 8)	5,000,000	5,000,000
Other assets (net of allowance for expected credit loss of $20,814 and $20,814 as at April 26, 2026, and April 27, 2025 (Note 6))	23,905,102	19,353,216
Goodwill	11,490,467	11,490,467
Total Assets	$ 87,024,454	$ 70,162,851
LIABILITIES AND SHAREHOLDER'S EQUITY		
Accounts payable and accrued liabilities (Note 7)	$ 26,492,203	$ 27,642,008
Payable to affiliate	2,064,323	2,450,540
Deferred revenue	1,215,896	1,228,332
Total Current Liabilities	29,772,422	31,320,880
Deferred revenue	6,002,420	6,992,157
Total Liabilities	35,774,842	38,313,037
Shareholder's Equity:		
Common stock, $0.01 par value, 1,000,000 shares authorized, 1,001 issued and outstanding	10	10
Additional paid-in capital	88,201,000	88,201,000
Receivable from parent	(75,106,439)	(91,667,564)
Retained earnings	38,155,041	35,316,368
Total Shareholder's Equity	51,249,612	31,849,814
	$ 87,024,454	$ 70,162,851

The accompanying notes are an integral part of these consolidated financial statements.

TMC FRANCHISE CORPORATION
(a wholly owned subsidiary of Circle K Stores Inc.)
CONSOLIDATED STATEMENTS OF INCOME AND COMPREHENSIVE INCOME

	Year Ended April 26, 2026	Year Ended April 27, 2025	Year Ended April 28, 2024
Revenues:			
Initial franchise sales	$ 1,065,745	$ 1,036,157	$ 1,030,058
Royalty and promotional fees	57,515,765	59,421,781	60,722,633
Fuel sales, net	8,747,980	4,205,466	2,723,519
Interest and other revenue	6,020,573	6,503,683	5,867,604
Total Revenues	73,350,063	71,167,087	70,343,814
Expenses:			
Selling, general, and administrative expenses	35,224,823	37,295,957	36,565,205
Trademark expense	361,062	391,871	408,796
Depreciation and amortization expense	6,930,927	7,776,052	8,959,374
Total Expenses	42,516,812	45,463,880	45,933,375
(Loss) on Disposals and terminations	(262,096)	(7,610)	(1,541,825)
Income before income taxes	30,571,155	25,695,597	22,868,614
Provision for income taxes	7,732,482	6,607,382	7,582,373
Net Income and Comprehensive Income	$ 22,838,673	$ 19,088,215	$ 15,286,241

The accompanying notes are an integral part of these consolidated financial statements.

TMC FRANCHISE CORPORATION
(a wholly owned subsidiary of Circle K Stores Inc.)
CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDER'S EQUITY

	Common Stock		Additional	Receivable from	Retained	
	Shares	Amount	Paid-in Capital	Parent	Earnings	Total
April 30, 2023	1,001	$ 10	$ 88,201,000	$ (90,321,059)	$ 37,941,912	$ 35,821,863
Net income and comprehensive income	-	$ -	$ -	$ -	$ 15,286,241	$ 15,286,241
Net advances to parent	-	$ -	$ -	$ (21,566,176)	$ -	$ (21,566,176)
Dividends	-	$ -	$ -	$ 18,000,000	$ (18,000,000)	$ -
April 28, 2024	1,001	$ 10	$ 88,201,000	$ (93,887,235)	$ 35,228,153	$ 29,541,928
Net income and comprehensive income	-	$ -	$ -	$ -	$ 19,088,215	$ 19,088,215
Net advances to parent	-	$ -	$ -	$ (16,780,329)	$ -	$ (16,780,329)
Dividends	-	$ -	$ -	$ 19,000,000	$ (19,000,000)	$ -
April 27, 2025	1,001	$ 10	$ 88,201,000	$ (91,667,564)	$ 35,316,368	$ 31,849,814
Net income and comprehensive income	-	$ -	$ -	$ -	$ 22,838,673	$ 22,838,673
Net advances to parent	-	$ -	$ -	$ (3,438,875)	$ -	$ (3,438,875)
Dividends	-	$ -	$ -	$ 20,000,000	$ (20,000,000)	$ -
April 26, 2026	1,001	$ 10	$ 88,201,000	$ (75,106,439)	$ 38,155,041	$ 51,249,612

The accompanying notes are an integral part of these consolidated financial statements.

TMC FRANCHISE CORPORATION
(a wholly owned subsidiary of Circle K Stores Inc.)
CONSOLIDATED STATEMENTS OF CASH FLOWS

	Year Ended April 26, 2026	Year Ended April 27, 2025	Year Ended April 28, 2024
Cash Flows from Operating Activities:			
Net income and comprehensive income	$ 22,838,673	$ 19,088,215	$ 15,286,241
Adjustments to reconcile net income and comprehensive income to net cash provided by operating activities:			
Depreciation and amortization expense	6,930,927	7,776,052	8,959,374
Loss on Disposals and Terminations	262,096	7,610	1,541,825
Amortization of notes receivable from franchisees and of other assets	3,507,859	3,054,368	2,115,617
Change in royalty and other receivables	(7,777,756)	(2,551,932)	1,512,943
Change in current liabilities	(1,536,022)	(3,059,613)	3,268,261
Change in deferred income taxes	(25,938)	(604,274)	648,289
Change in deferred revenue	(1,002,173)	(747,274)	(995,740)
Net Cash Provided by Operating Activities	23,197,666	22,963,152	32,336,810
Cash Flows from Investing Activities:			
Purchase of property and equipment and intangibles	(410,688)	(1,519,340)	(2,998,898)
Proceeds on disposal of property and equipment	927,072	247,489	556,366
Purchase of other assets (Note 6)	(8,001,921)	(4,584,922)	(8,059,530)
Net Cash Used for Investing Activities	(7,485,537)	(5,856,773)	(10,502,062)
Cash Flows from Financing Activities:			
Net advances to parent	(15,712,129)	(17,106,379)	(21,834,748)
Net Cash Used for Financing Activities	(15,712,129)	(17,106,379)	(21,834,748)
Net Change in Cash	-	-	-
Cash at Beginning of Year	-	-	-
Cash at End of Year	$ -	$ -	$ -
Non-cash investing and financing activities:			
Transfer of property, equipment, and other assets through payable to parent	$ 1,901,544	$ 577,510	$ 268,572
Transfer of notes receivable from franchisee through payable to parent	10,313,886	-	-
Payment of dividends through reduction of receivable from parent	20,000,000	19,000,000	18,000,000
Supplemental Information:			
Income taxes paid	$ 664,729	$ 1,510,605	$ 734,753

The accompanying notes are an integral part of these consolidated financial statements.

TMC FRANCHISE CORPORATION
(a wholly owned subsidiary of Circle K Stores Inc.)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
AS OF APRIL 26, 2026, AND APRIL 27, 2025, AND
FOR THE YEARS ENDED
APRIL 26, 2026, APRIL 27, 2025, APRIL 28, 2024

1. Organization and Significant Accounting Policies

Organization
TMC Franchise Corporation (the "Company"), incorporated in the State of Arizona on February 7, 1995, is a franchisor of convenience stores. The Company is a wholly owned subsidiary of Circle K Stores Inc. ("Circle K Stores"), which is a wholly owned subsidiary of Circle K Delaware Inc. ("CKD Inc."), which is a wholly owned subsidiary of 2701439 Alberta ULC., which is a wholly owned subsidiary of Mac's Convenience Stores, Inc. and Couche-Tard Inc. Couche-Tard Inc. is wholly owned by the ultimate parent, Alimentation Couche-Tard, Inc. ("Couche-Tard").

Basis of Consolidated Financial Statements
These consolidated financial statements are prepared in accordance with accounting principles generally accepted in the United States ("US GAAP") on the historical cost basis of accounting and include the accounts of the Company and its wholly owned subsidiary *Holiday Diversified Services, LLC*. Certain selling, general and administrative ("SG&A") services are provided to the Company by Couche-Tard or Circle K Stores and their affiliates. Certain other SG&A services are allocated to the Company based on usage, actual costs, or other allocation methods considered reasonable by Couche-Tard or Circle K management (note 8). Accordingly, the expenses included in these consolidated financial statements may not be indicative of the level of expenses which might have been incurred had the Company been operating as a separate stand-alone company.

Year-End Date
The Company's year-end is the last Sunday of April of each year. The years ended April 26, 2026, April 27, 2025, and April 28, 2024, are referred to herein as 2026, 2025 and 2024.

Use of Estimates
The preparation of consolidated financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. The more significant areas requiring the use of management estimates include receivable valuation, deferred revenue and revenue recognition, asset useful lives for depreciation and amortization, and deferred income taxes. Actual results could differ from those estimates.

Revenue Recognition
The Company accounts for revenue from contracts with customers in accordance with ASC 606, Revenue from Contracts with Customers. Revenues consist of initial franchise fees, royalty and promotional fees, fuel sales, net, and interest and other revenue. The Company recognizes revenue in an amount that reflects the consideration to which it expects to be entitled in exchange for transferring promised goods or services to franchisees and other customers. For contracts with customers, the Company identifies the contract and related performance obligations, determines the transaction price, allocates the transaction price to the performance obligations when more than one performance obligation exists, and recognizes revenue when, or as, the related performance obligations are satisfied. Initial franchise fees are allocated between distinct opening-related services, which are recognized at a point in time when the services have been provided and the franchise location is available to operate, and continuing franchise rights and support, which are recognized over time over the term of the related franchise agreement. Royalty and promotional fees represent variable consideration based on contractual percentages of merchandise gross sales and fuel gallons sold and are recognized as the underlying

sales or gallons occur. Fuel sales, net, are recognized at the point in time fuel is delivered to franchisees and are presented on a net basis because the Company acts as an agent for Circle K Stores and their affiliates. Interest and other revenue are recognized when earned in accordance with the underlying arrangements. The Company applies the ASC 606 collectability criterion when evaluating contracts with customers and recognizes revenue only when it is probable that substantially all the consideration to which the Company is entitled will be collected.

Income Taxes
The Company is included in the consolidated federal income tax returns of CKD Inc. The income tax expense or benefit is computed based on income before income taxes reported in these consolidated financial statements as if the Company was a separate taxpayer, with the resulting current taxes payable or receivable included in Receivable from parent on the balance sheet within shareholder's equity.

The Company uses the asset and liability method to account for income taxes. Under this method, deferred income tax assets and liabilities are determined based on differences between the carrying amounts and tax bases of assets and liabilities using enacted tax rates and laws expected to apply in the periods in which temporary differences are expected to reverse. In accordance with ASU No. 2015-17, *Income Taxes (Topic 740): Balance Sheet Classification of Deferred Taxes*, deferred income tax assets and liabilities are classified as noncurrent in the consolidated balance sheets. Deferred income tax assets and liabilities, including any related valuation allowance, are offset and presented as a single noncurrent deferred tax asset or liability.

Property and Equipment
Property and equipment are carried at cost, less accumulated depreciation. Depreciation is provided over the estimated useful lives of the respective classes of assets using the straight-line method. Leasehold improvements, equipment, and signs are depreciated over a period of three to ten years. Expenditures that materially increase values, change capacities or extend useful lives are capitalized. Routine maintenance and repairs are expensed. Gains and losses on disposal of assets are reflected in results of operations.

Property and equipment are tested for impairment should events or circumstances indicate that their book value may not be recoverable, as measured by comparing their net book value to the estimated undiscounted future cash flows generated by their use and eventual disposal. Should the carrying amount of long-lived assets exceed their fair value, an impairment loss in the amount of the excess would be recognized.

Other Assets
Deferred construction allowances are amortized on a straight-line basis over a period of up to ten years. Deferred incentive payments are amortized in accordance with the amortization schedules included in the corresponding incentive agreements.

Intangible Assets
Intangible assets primarily consist of tradename and franchise contracts. The tradename has an indefinite life, is recorded at cost, is not amortized and is tested for impairment annually, or more frequently should events or changes in circumstances indicate that it might be impaired. Franchise contracts are amortized using the straight-line method over the life of the agreements.

Goodwill and Impairment
Goodwill represents the excess of the cost of an acquired business over the fair value of the underlying net assets acquired at the acquisition date. Goodwill is not amortized and is tested for impairment at least annually, or more frequently if events or changes in circumstances indicate that the carrying amount of goodwill may not be recoverable. The Company accounts for goodwill impairment in accordance with ASC 350, *Intangibles—Goodwill and Other*, as amended by ASU No. 2017-04, *Simplifying the Test for Goodwill Impairment*. Under the current guidance, the Company may first perform a qualitative assessment to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount. A qualitative assessment was performed and there were no indications of impairment as of April 26, 2026.

Deferred Revenue
Deferred revenue primarily consists of consideration received in advance for initial franchise fees before the related performance obligations have been satisfied. Amounts are recognized as revenue when, or as, the Company satisfies the related performance obligations under the franchise agreements. Based on the Company's allocation of the transaction price, 25% of the initial franchise fee is recognized when the opening-related performance obligations have been satisfied at a point in time, and the remaining 75% is recognized over time over the life of the related franchise agreement as the continuing franchise rights and support are provided.

Advertising Costs
Advertising costs are expensed as incurred and paid by Circle K Stores on behalf of the Company. Advertising expenses were $14,349,185, $15,002,542, and $14,407,276 for 2026, 2025 and 2024, respectively.

Notes Receivable
The Company maintains notes receivable from franchisees related to capital improvement and program conversion agreements. These notes are associated with qualifying capital improvements made at franchised locations and bear interest at a stated rate. The notes are forgivable, with the principal balance and accrued interest forgiven over the term of the related franchise agreement, generally ten years, provided the franchisee remains in compliance with the franchise and related agreements. The notes are amortized on a straight-line basis over the life of the related franchise agreement, with the carrying value reduced as scheduled forgiveness is recognized in each period. Any unforgiven principal and accrued interest become due and payable upon the earlier of the scheduled maturity date or the termination of the franchise agreement. During 2026, the Company received an assignment of franchisee note contracts from an affiliate under common control. In accordance with ASC 805-50, *Business Combinations — Related Issues*, transfers of assets between entities under common control are recorded at the transferring entity's historical carrying value rather than at fair value. Accordingly, the assigned notes were recorded at their carrying value of $10,313,886 of which $1,921,592 is classified under current assets, with the offsetting amount recorded through Receivable from parent within shareholder's equity.

Subsequent Events
Subsequent events were evaluated through the date that the consolidated financial statements were issued, which was July 8, 2026.

2. Concentrations of Credit Risk

Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of royalties receivable and notes receivable from franchisees. The Company performs ongoing credit evaluations within the context of the industry in which it operates and, in accordance with ASU No. 2016-13 (Topic 326), "*Financial Instruments – Credit Losses*," estimates expected credit losses over the contractual life of these receivables at each reporting date. The allowance for credit losses is determined based on historical loss experience, current conditions, and reasonable and supportable forecasts. Based on these factors, the Company recorded a provision for expected credit losses of $20,814 as of April 26, 2026, and April 27, 2025.

3. Property and Equipment

Property and equipment consisted of the following:

	April 26, 2026	April 27, 2025
Leasehold improvements	$ 31,384	$ 40,713
Equipment	33,173,142	37,790,339
Signs	2,464,380	2,795,477
	35,668,906	40,626,529
Less: Accumulated depreciation	(26,323,866)	(28,339,040)
	$ 9,345,040	$ 12,287,489

Depreciation expense on property and equipment was $3,120,567, $4,016,804, and $4,887,614 for 2026, 2025 and 2024, respectively.

All the Company's property and equipment were purchased by Circle K Stores or affiliates on behalf of the Company.

4. Intangible Assets

Intangible assets consisted of the following:

	April 26, 2026	April 27, 2025
Tradename	$ 1,301,112	$ 1,301,112
Software	1,268,153	323,628
Franchise contracts	54,487,980	54,487,980
	57,057,245	56,112,720
Less: Accumulated amortization	(49,281,953)	(45,472,014)
	$ 7,775,292	$ 10,640,706

Amortization expense on intangible assets was $3,810,360, $3,759,248 and $4,071,760 for 2026, 2025 and 2024, respectively.

The tradename is not subject to amortization.

5. Income Taxes

The provision for income taxes consisted of the following:

	April 26, 2026	April 27, 2025	April 28, 2024
Current	$ 7,758,420	$ 7,211,656	$ 6,934,084
Deferred	(25,938)	(604,274)	648,289
	$ 7,732,482	$ 6,607,382	$ 7,582,373

The provision for income taxes differs from the amount computed by applying the federal statutory rate of 21% primarily due to the provision for state income taxes, net of federal benefit, and adjustments to deferred income tax asset and liability balances. A reconciliation of income taxes computed at the federal statutory rate to the Company's provision for income taxes is as follows:

	April 26, 2026	April 27, 2025	April 28, 2024
Income before income taxes	$ 30,571,155	$ 25,695,597	$ 22,868,614
Tax at federal statutory rate (21%)	6,419,943	5,396,075	4,802,409
State income taxes, net of federal benefit	1,338,477	1,815,581	2,131,675
Adjustments to deferred tax balances	(25,938)	(604,274)	648,289
Provision for income taxes	$ 7,732,482	$ 6,607,382	$ 7,582,373
Effective income tax rate	25.3%	25.7%	33.2%

Deferred income taxes reflect the net tax effect of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes. Major components of deferred income taxes were:

	April 26, 2026	April 27, 2025
Deferred Income Tax Assets (Liabilities)		
Royalty and other receivables	$ 1,858,616	$ 2,094,574
Accounts payable and accrued liabilities	9,936	16,371
Intangible assets	318,581	492,846
Deferred income tax assets	2,187,133	2,603,791
Property and equipment	(1,954,235)	(2,396,831)
Deferred income tax liabilities	(1,954,235)	(2,396,831)
	$ 232,898	$ 206,960

6. Other Assets

Other assets consisted of the following:

	April 26, 2026	April 27, 2025
Deferred construction allowances	$ 23,902,602	$ 19,349,466
Deferred incentive payments	2,500	3,750
	$ 23,905,102	$ 19,353,216

Deferred construction allowances are amortized on a straight-line basis over a period of up to ten years. Deferred incentive payments are amortized in accordance with the amortization schedules included in the corresponding incentive agreements. Amortization of deferred construction allowances was $3,426,553, $3,054,368, and $2,115,617 for 2026, 2025 and 2024, respectively. The fair value of deferred construction allowances and deferred incentive payments approximates their carrying value.

7. Accounts Payable and Accrued Liabilities

Accounts payable and accrued liabilities consisted of the following:

	April 26, 2026	April 27, 2025
Accrued promotional expenses	$ 11,237,935	$ 14,178,935
Rebates payable to franchisees	10,004,989	8,920,309
Accounts payable and accrued expenses	5,220,015	4,476,064
Other	29,264	66,700
	$ 26,492,203	$ 27,642,008

8. Related Party Transactions

Couche-Tard and affiliates provided and paid for the following SG&A services for the Company for 2026, 2025 and 2024:

	Year Ended April 26, 2026	Year Ended April 27, 2025	Year Ended April 28, 2024
Services provided directly by Couche-Tard and affiliates			
Payroll	$ 10,942,924	$ 10,515,829	$ 10,782,922
Employee relations	36,476	26,694	23,832
Travel	521,952	519,624	517,850
Supplies	169,721	163,619	168,735
Advertising	14,349,185	15,002,542	14,407,276
Other	255,423	646,530	779,056
	26,275,681	26,874,838	26,679,671
Services allocated by Couche-Tard and affiliates	91,670	91,957	85,353
Third-party costs paid by Couche-Tard and affiliates	515,293	856,643	624,996
Merchandising and support services paid directly to Couche-Tard and affiliates	8,342,179	9,472,519	9,175,185
	$ 35,224,823	$ 37,295,957	$ 36,565,205

During 2017, the Company entered into an agreement with Couche-Tard Brands and Financing, sarl ("CTBF"), an affiliate owned by Couche-Tard, for certain merchandising and support services. The agreement is retroactively effective as of April 29, 2013. Merchandising and support services charged by CTBF was a credit of $138, in 2026, $12,781 in 2025, and $15,036 in 2024. In 2020, the Company entered into an agreement with Circle K Procurement and Brands Limited ("CKPB"), an affiliate owned by Couche-Tard, for certain merchandising and support services. Merchandising and support services charged by CKPB accumulated to $8,342,317, $9,459,738, and $9,160,149, respectively, for 2026, 2025 and 2024.

The Company is charged an annual trademark fee by Circle K Stores for the use of the "Circle K" tradename. The trademark expense is based on the percentage of franchise sites to total sites operating under the Circle K tradename. Trademark expenses represented $361,062, $391,871, and $408,796, respectively for 2026, 2025 and 2024.

The receivable from parent company represents the net balance resulting from various transactions between the Company and affiliates owned by Couche-Tard and transactions conducted by those affiliates on behalf of the Company. These net transactions are not settled on a regular basis and are not interest-bearing.

The Company does not have an operating bank account and all cash activity is funded through Circle K Stores. The transactions are then recorded through intercompany transactions to correctly state the balances.

The Company purchases fuel to sell to franchisees from Circle K Stores. Circle K Stores purchases the fuel from various third-party suppliers. Only the exact fuel volume intended for sale to franchisees is purchased from Circle K Stores.

Fuel purchased from Circle K Stores was $355,838,175, $121,521,993, and $108,201,918, respectively for 2026, 2025, and 2024.

On December 12, 2003, the Company signed a note agreement with Circle K Stores providing for an advance of up to $15,000,000. As of April 26, 2026, $5,000,000 had been advanced to Circle K Stores pursuant to the note. Interest is paid on a semiannual basis on the last day of June and December at the federal short-term rate, as defined by the Internal Revenue Code of 1986, as amended. The resulting interest receivable is included in Receivable from parent company on the consolidated balance sheet. The note is payable on demand, however as the Company does not intend to call the payment in the next twelve months, the receivable is classified as non-current on the consolidated balance sheet. Interest earned on the note was $195,358, $243,656, and $240,308 for 2026, 2025 and 2024, respectively.

EXHIBIT C

List of State Franchise Administrators and Agents for Service of Process

List of State Agencies and Agents for Service of Process

CALIFORNIA
California Commissioner of Financial Protection & Innovation
Department of Financial Protection & Innovation
651 Bannon St., Suite 300
Sacramento, CA 95811
Telephone: 1-866-275-2677

HAWAII
Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
Securities Compliance Branch
335 Merchant Street, Room 203
Honolulu, HI 96813

ILLINOIS
Attorney General State of Illinois
500 South Second Street
Springfield, IL 62706

INDIANA
Agent for Service of Process
Indiana Secretary of State
201 State House
200 West Washington Street
Indianapolis, IN 46204

State Administrator
Securities Commissioner
Indiana Securities Division
302 West Washington, Room E-111
Indianapolis, IN 46204

MARYLAND
Agent to Receive Process
Securities Commissioner
Division of Securities
200 St. Paul Place
Baltimore, MD 21202-2020

State Authority
Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, MD 21202

MICHIGAN
Michigan Department of Attorney General
Consumer Protection Division
Antitrust and Franchise Unit
G. Mennen Williams Building, First Floor
525 West Ottawa Street
Lansing, MI 48913

MINNESOTA
Commissioner of Commerce
Minnesota Department of Commerce
85 7th Place East, Suite 280
St. Paul, MN 55101

NEW YORK
Agent to Receive Process
Attn: New York Secretary of State
New York Department of State
One Commerce Plaza
99 Washington Ave., 6th Floor
Albany, NY 12231-0001

State Administrator
New York State Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, NY 10005-1495

NORTH DAKOTA
North Dakota Insurance & Securities Department
600 East Boulevard Ave., Dept. 401
Bismarck, ND 58505
Telephone: (701) 328-2910

RHODE ISLAND
Rhode Island Department of Business Regulation
Division of Securities
1511 Pontiac Avenue
John O. Pastore Center
Building 69-1
Cranston, RI 02920

SOUTH DAKOTA
Division of Insurance
Securities Regulation
124 S. Euclid, Suite 104
Pierre, SD 57501

VIRGINIA
Clerk of the State Corporation Commission
1300 East Main St., 9th Floor
Richmond, VA 23219

WASHINGTON
Department of Financial Institutions
Securities Division
150 Israel Road SW
Tumwater, WA 98501

WISCONSIN
Division of Securities
Department of Financial Institutions
201 W. Washington Avenue
Suite 300
Madison, WI 53703

EXHIBIT D

Table of Contents of Business Systems Manuals

Online Store Guides

Circle K Online Store Guides

Section 1 - Guide To Establishing A Circle K Franchise – 18 pages

Section 2 – Introduction – 4 pages

Section 3 - Human Resources – 14 pages

Section 4 - Managing A Circle K – 23 pages

Section 5 - Daily Store Procedures – 54 pages

Section 6 - Merchandising Store Planning – 26 pages

Section 7 - Advertising – 12 pages

Section 8 - Loss Prevention Guide – 31 pages

Section 9 - Accounting Reporting Record Keeping – 14 pages

Section 10 - Inventory Management – 22 pages

Section 11 – Motor Fuel Business Guide – 14 pages

Total number of pages: 232

EXHIBIT E

CIRCLE K® Acknowledgment Addendum

CIRCLE K® Acknowledgment Addendum

THIS CIRCLE K® ACKNOWLEDGMENT ADDENDUM DOES NOT APPLY TO CANDIDATES LOCATED IN, OR FRANCHISED BUSINESSES TO BE LOCATED IN, ANY OF THE FOLLOWING FRANCHISE REGISTRATION STATES: CA, HI, IL, IN, MD, MI, MN, NY, ND, RI, SD, VA, WA, WI.

The purpose of this Acknowledgment Addendum is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, and to be certain that you understand the limitations on claims that may be made by you by reason of the offer and sale of the franchise and operation of your business. Please review each of the following questions carefully and provide honest responses to each question.

Acknowledgments and Representations.

All agreements between you and TMC Franchise Corporation or its affiliates are collectively referred to in this Questionnaire as "Agreement" or "Agreements."

1. Did you receive a copy of our Disclosure Document (and all exhibits and attachments) at least fourteen calendar days prior to signing the Agreements or paying TMC Franchise Corporation or its affiliates any consideration in connection with the franchise sale? Check one: (_) Yes (_) No. If no, please comment: _____

2. Did you receive a copy of each Agreement with all material blanks fully completed at least seven (7) calendar days prior to the date you executed the Agreement? Check one: ( ) Yes ( ) No. If no, please comment: _____

3. Have you studied and reviewed carefully our Disclosure Document and Agreements? Check one: (_) Yes (_) No. If no, please comment: _____

4. Did you understand all the information contained in both the Disclosure Document and Agreements? Check one (_) Yes (_) No. If no, please comment _____

5. Have you had the opportunity to discuss the benefits and risks of operating a Circle K Store, Motor Fuel Business and/or Branded Business with an attorney, accountant or other professional advisor? Check one (_) Yes (_) No. If no, please comment _____

6. Has any employee or other person speaking on behalf of TMC Franchise Corporation made any statement, promise, or agreement concerning the advertising, marketing, training, support service, or assistance that TMC Franchise Corporation will furnish to you that is contrary to, or different from, the information contained in the Franchise Disclosure Document or Agreements? Check one (_) Yes (_) No. If yes, please comment _____

7. Was any oral, written or visual claim or representation made to you which contradicted the disclosures in the Disclosure Document? Check one: (_) Yes (_) No. If yes, please state in detail

the oral, written or visual claim or representation:_____

_____

8. Did any employee or other person speaking on behalf of TMC Franchise Corporation make any statement or promise regarding the costs involved in operating a CIRCLE K Store, Motor Fuel Business and/or Branded Business that is not contained in the Disclosure Document or that is contrary to, or different from, the information contained in the Disclosure Document? Check one: (__) Yes (__) No. If yes, please comment:_____

_____

9. Except as stated in Item 19, did any employee or other person speaking on behalf of TMC Franchise Corporation make any oral, written or visual claim, statement, promise or representation to you that stated, suggested, predicted or projected sales, revenues, expenses, earnings, income or profit levels at any CIRCLE K Store, Motor Fuel Business and/or Branded Business, or the likelihood of success at your business? Check one: (_) Yes (_) No. If yes, please state in detail the oral, written or visual claim or representation:_____

_____

10. Did any employee or other person speaking on behalf of TMC Franchise Corporation make any representation as to your ability to procure any required license or permit that may be necessary in order to offer one or more of the services or products contemplated to be offered by the Circle K franchise? Check one: ( ) Yes ( ) No. If yes, please comment: _____

_____

11. Do you understand that (i) TMC Franchise Corporation makes no representations or warranties and expressly disclaims all liability with respect to any studies of the prospective Circle K Store, Motor Fuel Business and/or Branded Business location prepared by third parties at your request (including, without limitation any third party retail analytics studies), including any statements of potential volume, income, earnings, expenses, profits, or financial or business success of the Circle K Business that may be included in any such third-party studies, and (ii) any such third party studies are not taken into account by TMC Franchise Corporation in evaluating any proposed site locations? Check one: (_) Yes (_) No. If no, please comment_____

_____

12. Do you understand that that the franchise granted is for the right to operate a CIRCLE K Store, Motor Fuel Business and/or Branded Business at a particular location only and that we have the right to issue franchises or operate competing businesses from any other location, regardless of the proximity to your location? Check one: (__) Yes (__) No. If no, please comment_____

_____

13. Do you understand that the approval of TMC Franchise Corporation of the site for a CIRCLE K Store, Motor Fuel Business and/or Branded Business does not constitute an assurance, representation or warranty of any kind as to the successful operation or profitability of a CIRCLE K Store, Motor Fuel Business and/or Branded Business operated at the site? Check one: (__) Yes (__) No. If no, please comment_____

_____

14. Do you understand that the Agreements and Disclosure Document contain the entire agreement between you and us concerning the franchise for the CIRCLE K Store, Motor Fuel Business and/or Branded Business, meaning that any prior oral or written statements not set out in the Agreements

or Disclosure Document will not be binding? Check one: (__) Yes (__) No. If no, please comment:_____

_____

15. Do you understand that the success or failure of your CIRCLE K Store, Motor Fuel Business and/or Branded Business will depend in large part upon your skills and experience, your business acumen, your location, the local market for products under the CIRCLE K trademarks, interest rates, the economy, inflation, the number of employees you hire and their compensation, competition and other economic and business factors? Further, do you understand that the economic and business factors that exist at the time you open your Store may change? Check one (__) Yes (__) No. If no, please comment:_____

_____

16. Do you understand that any training, support, guidance or tools we provide to you as part of the franchise are for the purpose of protecting the CIRCLE K brand and trademarks and to assist you in the operation of your CIRCLE K Store, Motor Fuel Business and/or Branded Business and not for the purpose of controlling or in any way intended to exercise or exert control over your decisions or day-to-day operations of your business, including your sole responsibility for the hiring, wages, training, supervision and termination of your employees and all other employment and employee related matters? Check One: (__) Yes (__) No. If no, please comment:_____

_____

17. Do you understand that TMC Franchise Corporation may receive and keep consideration in the form of discounts, rebates, or marketing allowances on purchases that you make from designated suppliers and service providers? Check One: (__) Yes (__) No. If no, please comment:

_____

_____

18. Do you understand that you will be required to pay back to TMC the unamortized portion of any funding that you elected to receive if you sell your Circle K store to a third party or the Franchise Agreement is otherwise terminated early, and that such funding does not begin to amortize for three years? Check One: (__) Yes (__) No. If no, please comment:_____

_____

19. Do you understand that you are required to carry, among other types of coverages, general commercial liability insurance, business automobile coverage, liquor liability coverage, and umbrella/excess coverage (each with prescribed minimum policy amounts) and that you will be required to submit a certificate evidencing compliant coverage before you are permitted to open your store? Check One: (__) Yes (__) No. If no, please comment: _____

_____

20. Do you understand that you are required to keep your store open and operating 24 hours per day, 7 days per week (including all holidays) and that a failure to keep your store open for 24 hours per day (unless prohibited by local law) will be a violation of your Franchise Agreement and may result in an increase of your Royalty Fee rate by up to 1%? Check One: (__) Yes (__) No. If no, please comment:_____

_____

21. Do you understand that TMC Franchise Corporation has made no representations to you regarding your ability to procure any required licenses or permits that may be necessary to the offering of one or more of the services contemplated to be offered by the Circle K store?
Check One: (__) Yes (__) No. If no, please comment:_____
_____

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS ADDENDUM, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS. IF MORE SPACE IS NEEDED FOR ANY ANSWER, CONTINUE ON A SEPARATE SHEET AND ATTACH.

NOTE: IF THE RECIPIENT IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY, EACH OF ITS OPERATING PARTNERS MUST EXECUTE THIS ACKNOWLEDGMENT.

Signed:_____
Print Name:_____
Date:_____

Signed:_____
Print Name:_____
Date:_____

Signed_____
Print Name:_____
Date:_____

Signed:_____
Print Name:_____
Date:_____

*All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under any applicable law that prohibits releases, estoppels or waivers of liability under such law. Should one or more clauses of this Addendum be held void or unenforceable for any reason by any court of competent jurisdiction, such clause or clauses will be deemed to be separable in such jurisdiction and the remainder of this Addendum shall be valid and in full force and effect.

EXHIBIT F

Convenience Store Franchise Agreement



CONVENIENCE STORE FRANCHISE AGREEMENT

Date: _____

BY AND BETWEEN

TMC FRANCHISE CORPORATION
1130 West Warner Road
Tempe, Arizona 85284

602-728-8000

AND

_____

_____

_____

_____

FRANCHISED LOCATION:

_____

_____

_____

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CIRCLE K® CONVENIENCE STORE FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "**Agreement**") is made and entered into as of the Effective Date (as set forth on the signature page hereto), by and between TMC Franchise Corporation, an Arizona corporation, 1130 West Warner Road, Tempe, Arizona 85284 ("**Franchisor**"), and _____("**Franchisee**").

RECITALS:

A. Franchisor has received from its affiliate the right to license to those individuals and entities who meet the qualifications established from time to time by Franchisor the right to use of the name "Circle K®" (and certain other Marks) and the Business System (each capitalized term as defined below) in connection with the operation of retail convenience stores under the name "Circle K®".

B. Franchisee desires to acquire from Franchisor the right to use the Marks and the Business System to operate a Circle K Store (as defined below) at the location specified in this Agreement in conformity with the Business System and the uniformity requirements and quality standards as established from time to time by Franchisor, subject to the terms and conditions of this Agreement.

C. Franchisee understands that Franchisor would neither grant to Franchisee the right to use the Marks and the Business System nor provide Franchisee with any information or know-how about Circle K Stores and the Business System unless Franchisee has agreed to comply with the terms and conditions of this Agreement, including the obligation to pay the Initial Franchise Fee, the Royalty Fee, the Promotional Fee, and the other fees and payments specified herein.

In consideration of the covenants and promises contained herein, the sufficiency and receipt of which are hereby acknowledged by the parties, Franchisor and Franchisee hereby agree as follows:

ARTICLE 1
DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the capitalized terms used in this Agreement shall have the definitions set forth in Schedule 1 attached hereto.

ARTICLE 2
GRANT OF LICENSE

2.1 Non-Exclusive License; Franchised Location; Store Opening. Subject to the terms and conditions herein, Franchisor hereby grants to Franchisee, and Franchisee hereby accepts, a non-exclusive license to establish and operate, during the Term, a Circle K Store, in conformity with the Business System, using the Marks (the "**License**"), at the location described in the Data Sheet attached hereto as Exhibit 1 (the "**Franchised Location**"). Franchisee agrees that the Store shall be constructed in accordance with the requirements of this Agreement and should be ready

to open within: (i) 1 year after the Effective Date, if the Store is a Conversion Store; or (ii) 2 years after the Effective Date, if the Store is a New Store. A failure to open a Conversion Store within one year or a New Store within two years will entitle Franchisor to immediately terminate this Agreement without Franchisor incurring any liability for such termination. If this Agreement is so terminated, Franchisee must comply with all post-termination obligations set forth herein, including but not limited to the payment of Liquidated Damages.

2.2 Franchisor's Reservation of Rights. Except for the limited License granted to Franchisee hereunder, all other rights related to the Business System and the Marks not specifically granted to Franchisee hereunder are expressly reserved by Franchisor and its Affiliates. Franchisee acknowledges that the License granted hereby relates solely to the Franchised Location, affords Franchisee no rights regarding other licenses or locations, and does not give Franchisee any exclusive right to market or sell to any prospective customers or any exclusive right to any territory. Without limiting the generality of the foregoing, Franchisee acknowledges and agrees that Franchisor and its Affiliates have expressly reserved certain rights to the use of the Marks, the Business Systems, the Methods, and Confidential Information in connection with their own convenience store and retailing operations, in connection with licensing the same or similar products or services utilizing the same or similar Marks, or any other trademarks, service marks or names, in connection with the manufacture and sale of products at wholesale and at retail, and in connection with granting such rights to others pursuant to a franchise agreement, some or all of which activities may compete, directly or indirectly, with Franchisee's operation of the Store. Franchisee agrees that it will not in any way interfere with the business operations of Franchisor, its Affiliates or other franchisees. Franchisor has the right to make such changes to the Business System as it deems appropriate, including without limitation, changes to the building appearance and "image" requirements. Because complete and detailed uniformity under many varying conditions may not be possible or practical, Franchisor has the right to vary the standards for any license owner based upon the peculiarities of a particular site or circumstance, density of population, business potential, population or trade area, existing business practices, governmental requirements, local ordinances, or any other condition that Franchisor deems to be potentially significant to the successful operation of a Circle K Store. A grant by Franchisor of one or more variances to one or more other franchisees will not entitle Franchisee to the same or a different variation.

2.3 Use of Franchised Location; No Subfranchising. Franchisee agrees to operate the Store under the Business System using the Marks in strict compliance with the terms and conditions of this Agreement. Franchisee will operate the Store under the name "Circle K" (the "**Franchised Name**"), and will not change the Franchised Name or use any other marks or names in the Franchised Name, or in any other manner, except with Franchisor's prior written approval. Franchisee may not operate any other business at the Franchised Location without prior written approval from Franchisor. Franchisee may not use or attempt to use the Store or the Franchised Location for any purpose other than as permitted hereunder, or separately approved in writing by Franchisor, nor may Franchisee sublease, subfranchise, or transfer (other than in compliance with the terms of this Agreement) to any other person or entity the Store or the Franchised Location's leasehold interest or other rights relating in whole or in part to the Franchised Location.

2.4 Store Relocation. Franchisee may not change the Franchised Location without the prior written approval of Franchisor. Franchisee shall request such approval in writing which sets

forth the proposed new location and the reason(s) for the relocation request. Franchisor will use commercially reasonable efforts to approve or deny the relocation of the Store within sixty (60) days from the date the request is received. If Franchisor approves such relocation, Franchisee may relocate the Store to the approved new location, at Franchisee's sole cost and expense, and must pay to Franchisor a relocation fee equal to fifty percent (50%) of Franchisor's then-current initial franchise fee. In connection with Franchisor's approval of the relocation, Franchisor reserves the right to require Franchisee to execute Franchisor's then-current form of franchise agreement.

ARTICLE 3
TERM; FRANCHISEE'S OPTION TO RENEW

3.1 Term. The term of this Agreement (the "**Term**") begins on the Effective Date and will expire on the tenth (10th) anniversary of the Open Date (the "**Expiration Date**"), unless earlier terminated in accordance with Article 13. Once established by Franchisor, the Open Date and the Expiration Date will be noted on the Data Sheet.

3.2 Conditions to Renew. Upon expiration of the Term, Franchisee will have an option to receive an offer of a new license for the Franchised Location for one renewal term equal to the initial term of the then-current form of franchise agreement of Franchisor; provided that: (1) Franchisor has not determined, before the end of the Term, in good faith and in the normal course of business either (i) that renewal of the franchise relationship is likely to be not economical for Franchisor, or (ii) to withdraw from the relevant geographic market in which the Store is located; and (2) Franchisee is in Good Standing and has agreed to and has complied with all of the following conditions:

(A) Franchisee has given Franchisor written notice of its desire to seek such a new license at least six (6) months prior to the expiration of the Term. (Franchisee's failure to timely provide such notice will be deemed a waiver of the option to renew.)

(B) Throughout the Term, Franchisee has complied in good faith with all material terms and conditions of this Agreement and has operated the Store in compliance with the material operating and quality standards and procedures of the Business System, and Franchisee is not in default under this Agreement or any other agreement with Franchisor or its Affiliates.

(C) The average amount of Gross Sales at Franchisee's Store for the previous 12 months has exceeded $75,000 per month.

(D) Franchisor has not received numerous bona fide customer complaints concerning Franchisee's operation of the Store or any single bona fide complaint evidencing egregious or unconscionable conduct on part of the Franchisee or Franchisee's employees in dealing with customers.

(E) If requested by Franchisor, Franchisee will, at its own expense, within nine months of the expiration of the Term, (i) upgrade and renovate the Franchised Location to conform to the then-current standards and image required of then-new franchisees, including, without limitation, upgrading of signs, equipment, furnishings, fixtures, and décor, or (ii) if the Franchised

Location no longer meets Franchisor's then-current standards, relocate the Store to a new location that meets Franchisor's then-current standards. In addition, if requested by Franchisor, Franchisee will, at its own expense, (x) add a retail motor fuel business at the Franchised Location (whether the original Franchised Location approved under this Agreement or a new Franchised Location following a relocation approved as part of the renewal process) that offers Circle K branded motor fuel sourced by Franchisor or its affiliate pursuant to an agreement with Franchisor or such affiliate, or (y) if Franchisee already offers, at or near the Franchised Location, third-party sourced and/or third-party branded motor fuel, Franchisor may require Franchisee to cease offering such motor fuel and only offer Circle K branded motor fuel sourced by Franchisor or its affiliate pursuant to an agreement with Franchisor or its affiliate, or (z) if Franchisee will not comply with the requirements of clause (x) or (y) (as applicable) of this paragraph, re-brand the Store to another convenience store brand owned by Franchisor or its affiliate.

If Franchisee fails to timely complete the required Store upgrades and renovations under clause 3.2(E)(i), the Royalty Fee rate under the Renewal Franchise Agreement (as defined below) will be increased by 1% until such time as all required upgrades and renovations have been completed and the default is cured. In addition, Franchisor will have the right to exercise all other rights available to it under the Renewal Franchise Agreement and applicable law, including the right to terminate the Renewal Franchise Agreement.

(F) Franchisee and Guarantors will execute a general release (a "**Release**") in a form satisfactory to Franchisor, of any and all claims each may have against Franchisor, its Affiliates and their officers, directors, shareholders, employees, consultants, and agents, in their corporate and individual capacities, including without limitation, all claims arising under this Agreement and under any federal, state, or local law, rule, or ordinance. If applicable law prohibits the giving of a general release as a condition for the offer of a new license, then this Section 3.2(F) will not be a condition for the offer of a new license, unless a release of some, but not all, claims is permitted, in which instance Franchisee and Franchisor will execute a release to the extent permitted by law.

(G) All monetary obligations owed by Franchisee to Franchisor or any Affiliates have been paid in full, or resolved to Franchisor's satisfaction, prior to the end of the Term, and have been timely paid throughout the Term.

(H) Franchisee and Franchisee's Store Manager will complete any new, refresher, or additional training and educational programs that Franchisor may require.

3.3 Renewal Obligations. If Franchisee meets the conditions in Section 3.2 above, then Franchisee will be required to execute Franchisor's then-current form of franchise agreement (the "**Renewal Franchise Agreement**") and pay Franchisor's then-current renewal fee as set forth in Franchisor's then-current franchise disclosure document. Franchisee will be required to pay the Royalty Fees and Promotional Fees at the rates specified in the Renewal Franchise Agreement plus any additional fees that may be required under such Renewal Franchise Agreement (even if such fees are not required hereunder). Franchisee acknowledges that the terms, conditions, and economics of the Renewal Franchise Agreement may vary in substance and form from the terms, conditions, and economics of this Agreement. Franchisee acknowledges and agrees that the option to renew is for one renewal term only, unless Franchisor and Franchisee specifically agree in

writing otherwise. If this Agreement is signed in connection with a renewal, Sections 3.2 and 3.3 shall not apply unless the parties agree in writing otherwise.

The Renewal Franchise Agreement will take effect on the day following the expiration of this Agreement. Whether or not Franchisee accepts Construction/Equipment Funding from Franchisor, Franchisee shall use commercially reasonable efforts to upgrade the Franchised Location within nine months of the expiration of this Franchise Agreement. The timing of completion of any such upgrades will in no way affect the commencement of the term of the Renewal Franchise Agreement, including but not limited to, the payment of applicable royalty or promotion fees.

3.4 Early Renewal. Franchisee may request a renewal, and Franchisor may approve, in Franchisor's sole discretion, such a renewal request effective prior to the expiration of the Term; provided that upon such early renewal, Franchisee is in full compliance with this Agreement and in Good Standing. In such event, the term of the applicable Renewal Franchise Agreement will consist of the remaining term of this Agreement plus the applicable renewal term. Franchisee would be required to sign a Release and a termination agreement terminating this Agreement at the time such Renewal Franchise Agreement would be signed by the parties.

ARTICLE 4
MARKS, BUSINESS SYSTEM, AND TECHNIQUES

4.1 Ownership. Franchisor represents and warrants that it has the right to license the Marks and the Business System to Franchisee hereunder. All information regarding the Marks and the Business System provided or revealed to Franchisee, together with the goodwill associated therewith, is, and will remain, solely and exclusively, the property of Franchisor (or its Affiliates). Any and all improvements made by Franchisee (or any of its employees, agents, contractors or representatives) relating to the Marks or the Business System will be solely and exclusively the property of Franchisor or its Affiliates, who have the right to register and otherwise protect their rights in all such improvements in accordance with any applicable law. Franchisee agrees not to assert any rights in or to the Marks or the Business System other than as specifically granted in this Agreement. Without limiting the foregoing, Franchisee acknowledges that all of the Techniques (including, without limitation, the Business Systems Manuals) are owned by Franchisor (or its Affiliates), whether or not published, registered, or copyrighted, or suitable for registration or copyright protection, have been revealed to Franchisee in trust and confidence and constitute trade secrets and/or proprietary property of Franchisor and its Affiliates. Franchisor will not be required to divulge any trade secrets to Franchisee except as may be expressly provided for herein. Franchisee shall take no action, or otherwise do anything or fail to do anything that will diminish, reduce, injure, dilute, or otherwise damage the value of the Marks or other Franchisor trademarks or identifications.

4.2 Use of the Marks. Franchisee agrees and acknowledges that it has a limited, non-exclusive right to use the Marks, pursuant to the terms of this Agreement, during the Term, solely in connection with the operation of the Store, including the advertising, marketing, promotion and sale of approved products and services at the Franchised Location, and such use shall fully comply with Franchisor's branding, image and appearance standards, policies and guidelines, as set forth in the Business System Manuals. Franchisee will not use any names, trademarks, trade names,

service marks, logo types, trade styles, designs, signs, symbols, or slogans other than the Marks in connection with the Store. Any unauthorized use of the Marks or the Business System by Franchisee will constitute an infringement of Franchisor's (or its Affiliates') rights and will constitute a material default under this Agreement.

4.3 Franchisee's Business Name. Franchisee will not use any of the Marks or anything similar thereto, in or as part of its corporate, sole proprietorship, partnership or other legal entity name. Franchisee will at all times hold itself out to the public as an independent contractor operating the Store pursuant to a license from Franchisor. Whenever practical, Franchisee will clearly indicate on its business checks, stationery, purchase orders, business cards, invoices, receipts, advertising and promotional materials, and other written materials that Franchisee is a "Circle K®" franchisee. Franchisee will display signs at the Franchised Location that are clearly visible to the general public indicating that the Store is independently owned and operated as a franchised Circle K Store.

4.4 Substitution of Marks. Franchisor has the right to modify, or discontinue the use of, any Marks or to substitute different trade names, service marks, trademarks, logos, designs, and commercial symbols as the Marks used to identify the Store or in connection with the operation of the Store. Subject to Section 4.5, upon Franchisor's written instructions, Franchisee will, at its expense, and within the time period specified by Franchisor, make all modifications to the Marks displayed or otherwise used at the Franchised Location as required by Franchisor, and if so directed by Franchisor, Franchisee will cease using all discontinued Marks and commence using the "new" Marks.

4.5 Adverse Third-Party Claims to Marks. If Franchisor requires Franchisee to change the Marks in response to a third party's claim, or in response to a determination by a court of competent jurisdiction that a third party's rights to use the Marks are superior to Franchisor's (or its Affiliate's) rights, then upon written instructions from Franchisor, Franchisee will, at Franchisee's expense: (A) immediately make such changes and amendments to the Marks as may be required by Franchisor; and/or (B) at the Franchised Location and in connection with all advertising, marketing and promotion of the Store, immediately cease using the Marks at issue and will, as soon as reasonably practicable, commence using the new or modified trademarks, trade names, service marks, designs, trade symbols, logos, or commercial symbols designated by Franchisor in writing. In this limited circumstance only, Franchisor agrees to reimburse Franchisee for the cost of any new signage that Franchisor determines is necessary pursuant to this Section 4.4; provided Franchisee has cooperated with any action Franchisor undertakes with regard to the third-party claim. Franchisee will not make any changes or amendments whatsoever to the Marks or the Business System unless directed so by Franchisor in writing.

4.6 Defense or Enforcement of Right to Marks. Franchisee will have no right to and will not defend or enforce any rights associated with the Marks or the Business System in any court or other proceedings for or against imitation, infringement, any claim of prior use, or for any other claim or allegation. Franchisee will give Franchisor prompt and timely written notice of any and all claims or complaints made against or associated with the Marks or the Business System, and Franchisee will, at its expense, cooperate in all respects with Franchisor and its Affiliates in any lawsuit or other proceedings involving the Marks or the Business System. Franchisor or its Affiliates have the right to determine whether they will commence any action or defend any

litigation involving the Marks and/or the Business System, and the cost and expense of all litigation incurred by Franchisor or its Affiliates, including attorneys' fees, specifically relating to the Marks or the Business System will be paid by Franchisor or its Affiliates. Franchisee may, at its expense, retain an attorney of its own choosing to represent it individually in all litigation and court proceedings involving the Marks or the Business System, and will do so with respect to claims and matters involving only Franchisee (i.e., not involving Franchisor, its Affiliates, or their interests); however, Franchisor or its Affiliates and its legal counsel will have the absolute right to control and conduct any litigation or other proceeding involving the Marks and the Business System. Except as provided for herein, neither Franchisor nor its Affiliates will have any liability to Franchisee for any costs that Franchisee incurs in any such litigation involving the Marks or the Business System and Franchisee will pay for all costs, including attorneys' fees, that it may incur in any such litigation or proceeding arising as a result of matters referred to under this Article, unless Franchisee tenders the defense of any claim related to the Marks or the Business System to Franchisor in a timely manner as provided for herein.

4.7 Tender of Defense. If Franchisee is named as a defendant or party in any action involving the Marks or the Business System, and if Franchisee is named as a defendant or party solely because the plaintiff or claimant is alleging that Franchisee does not have the right to use the Marks or the Business System at the Franchised Location as permitted under this Agreement, then Franchisee will have the right to tender the defense of the action to Franchisor, and Franchisor will, at its expense, defend Franchisee in the action provided that Franchisee has tendered the action to Franchisor within seven (7) days after receiving service of the pleadings or the Summons and Complaint involving the action. Franchisor will indemnify and hold Franchisee harmless from any damages assessed against Franchisee in any actions resulting solely from Franchisee's authorized use of the Marks and the Business System at the Franchised Location if Franchisee has timely tendered the defense of the actions to Franchisor consistent with the requirements of this Section 4.7.

ARTICLE 5
INITIAL FRANCHISE FEE; ROYALTY FEE; AND PAYMENTS

5.1 Initial Franchise Fee. In consideration of the License granted herein, on the date Franchisee executes this Agreement, Franchisee will pay, in full, to Franchisor a fee in the amount set forth in the Data Sheet (the "**Initial Franchise Fee**") via cashier's check or money order. The Initial Franchise Fee is deemed fully earned by Franchisor upon receipt and is non-refundable except if Franchisee is unable to secure the necessary permits for the construction of the Store, despite Franchisee's good faith efforts and due diligence, in which case the Initial Franchise Fee, reduced by all reasonable expenses incurred by Franchisor to date, will be refunded to Franchisee.

5.2 Royalty Fees. As set forth in Section 7.6, Franchisor may offer Equipment/Construction Funding if Franchisee qualifies for same. The rate of Franchisee's monthly Royalty Fee that Franchisee is required to pay to Franchisor hereunder (the "**Royalty Fee**") will be determined based on: (i) the amount of Equipment/Construction Funding Franchisee accepts (if any), (ii) whether the Store is located in a city, municipality, or state that prohibits the collection of royalty fees on the sale of alcoholic beverages and (iii) whether Franchisor allows Franchisee to install gaming machines in the Store. Based on the level of Equipment/Construction Funding Franchisee accepts, the Royalty Fee rate will be calculated as follows:

Amount of Equipment/Construction Funding that Franchisee accepts	Royalty Fee rate (as a percentage of Gross Sales) if no prohibition on collection of royalty fees on sale of alcoholic beverages	Royalty Fee rate (as a percentage of Gross Sales) if state or local law prohibits collection of royalty fees on sale of alcoholic beverages
No funding	3.5%	4.0%
Level 1* funding	4.255%	4.75%
Level 2* funding	5.0%	5.5%
Level 3* funding	6.5%	6.5%

*Each term as defined in Schedule A to the Equipment/Construction Funding Agreement.

The Royalty Fee rate may then be further increased by up to 1.0% if clause (iii) above applies. Once determined, the Royalty Fee rate that Franchisee will be required to pay during the Term will be noted on the Data Sheet. The monthly Royalty Fee payment that Franchisee will be required to pay hereunder will be the greater of: (a) $1,000 or (b) the amount calculated as the applicable percentage of Gross Sales, as noted above and on the Data Sheet.

If, following a transfer or a renewal of this Agreement, Franchisee fails to complete, within 9 months of the transfer or renewal (as applicable), the required upgrades and renovations as outlined in writing to conform the Business to our then-current standards and image (the "Required Upgrades"), the Royalty Fee will be increased by 1% starting the calendar month immediately following the expiration of the 9-month period until such time as the Required Upgrades have been completed and Franchisor provides notice of said completion and the default is cured. In addition, Franchisor reserves the right to exercise all other rights available to it under this Agreement and applicable law, including, without limitation, the right to terminate this Agreement.

5.3 Additional Business. Franchisee must obtain Franchisor's written approval prior to operating, or permitting others to operate, a separate business (*e.g.*, a food service business) (such business, as approved in writing by Franchisor, the "**Additional Business**") at the Store or the Franchised Location. Franchisor may condition its approval on Franchisee meeting certain conditions and requirements from time to time established by Franchisor, including Franchisee agreeing to pay to Franchisor a royalty fee as a percentage of Franchisee's Gross Sales from the Additional Business as determined by Franchisor from time to time (the "**Co-Branded Royalty Fee**") and Franchisee and/or the Approved Third-Party Operator (as defined below) executing an addendum to this Agreement in the form provided by Franchisor. If a third-party operator of an Additional Business has met the criteria from time to time established by Franchisor, and has been approved in writing by Franchisor ("**Approved Third-Party Operator**"), Franchisee agrees to pay Franchisor a monthly fee in an amount determined by Franchisor, in lieu of the Co-Branded Royalty Fee, for the right to operate, through the Approved Third-Party Operator, such Additional Business from the Store or the Franchised Location (such flat fee, together with the Co-Branded Royalty Fee, the "**Co-Branded Fee**").

5.4 Optional Program Fees. Franchisee may, but is not required to, participate in certain optional programs that Franchisor may from time to time offer to Franchisee (each, an

"**Optional Program**"). In connection with participating in an Optional Program, Franchisee will share a portion of the Optional Program revenue with Franchisor, and may be required to enter into a separate agreement with Franchisor and/or a third-party vendor approved by Franchisor.

5.5 Method of Payment; Insufficient Funds Fee. Except as otherwise stated in this Agreement, all recurring payments required to be paid to Franchisor under this Agreement will be paid by electronic funds transfer via the Automated Clearing House ("**ACH**") or wire transfer (at Franchisor's election) to Franchisor or its Affiliates by the 25th day of each month for the preceding calendar month's business activity (or by such other due date as we may from time to time specify). If the payment due date is a Saturday, Sunday, or a legal holiday, the payment will be made on the immediately following business day. Prior to Open Date, Franchisee hereby agrees to make arrangements with its bank to allow Franchisor or its Affiliates to draw on Franchisee's bank account on a continuing basis by ACH or wire transfer for the amount of all fees and payments due Franchisor as provided herein and agrees to execute the Electronic Funds Transfer Authorization ("**EFT Authorization**") set forth in Exhibit 3. If Franchisee fails to timely make such arrangements or execute the EFT Authorization, Franchisee will be required to pay Franchisor a fine of $50 per each day such noncompliance continues. If insufficient funds are available in Franchisee's account at the time payment is due hereunder, Franchisor may charge Franchisee Franchisor's then-current insufficient funds fee, or the maximum rate allowed by law, for each insufficient funds payment.

5.6 Interest on Unpaid Fees. If Franchisee fails to remit the fees required to be paid under this Agreement when due (including if insufficient funds are available in Franchisee's account to fully pay the amount owed when due), the applicable payment will be considered late, Franchisee will be in default hereunder and any unpaid and past due fees will bear interest at the rate of one and one-half percent (1½%) per month or the legal rate allowed by applicable law, whichever is lower.

5.7 Franchisee's Absolute Obligation to Pay. Franchisee's obligation to pay Franchisor the fees required hereunder will be absolute and unconditional. Franchisee will not, for any reason, withhold payment of any Royalty Fees, Promotional Fees or any other fees or payments due Franchisor under this Agreement or any other agreement. Franchisee will not have the right to "offset" any liquidated or unliquidated amounts allegedly due to Franchisee from Franchisor against the Royalty Fees, Promotional Fees or any other payments due to Franchisor under this Agreement or any other agreement. Franchisee must pay timely and in full all fees due under this Agreement regardless of any claims that Franchisee may allege against Franchisor. Except as noted above with respect to the Initial Franchise Fee, no fees paid by Franchisee hereunder are refundable under any circumstances.

5.8 Franchisor's Set-Off Right. Franchisor, in its sole discretion, may withhold, set-off or recoup any amount it owes to Franchisee under this Agreement (including without limitation any discounts, rebates and allowances under Section 6.6) from or against any amount owed by Franchisee to Franchisor (including without limitation pursuant to any indemnification obligation of Franchisee) or held by Franchisor on Franchisee's behalf.

ARTICLE 6
ADVERTISING AND PROMOTIONS

6.1 Promotional Fees. In addition to the fees payable under Article 5, Franchisee will pay to Franchisor a monthly promotional fee (the "**Promotional Fee**") consisting of the following components:

(A) General Promotional Fee. Franchisee must pay Franchisor 0.25% of Franchisee's monthly Gross Sales (on Gross Sales of up to $125,000) to cover general costs associated with promoting Circle K Stores, including, but not limited to, the cost of image/customer service inspections, incentive programs for franchisees, administrative costs associated with the Promotional Fund, and work done by outside advertising agencies.

(B) Local and Regional Promotional Fee. In addition, Franchisee must pay Franchisor up to 1.25% of Franchisee's monthly Gross Sales (on Gross Sales of up to $125,000) ("**Local and Regional Promotional Fee**") to cover the costs associated with local and regional promotions of, and equipment upgrades for, Circle K Stores located in a particular area (the "**Designated Marketing Area**" or "**DMA**"). The exact rate of the Local and Regional Promotional Fee may vary based on the particular DMA in which the Store is located. All franchisees in a given DMA may not pay the same Local and Regional Promotional Fee rate. At Franchisor's option, if there are surplus Local and Regional Promotional Fees in any given year, Franchisor may elect to direct such surplus to be used to fund local store marketing programs ("**LSM**"), which will give Franchisee the ability to use a portion of such funds to implement Franchisor-approved Store-level marketing and promotional programs. Franchisee acknowledges that LSM funds may not be available to Franchisee in every (or any) year during the Term.

(C) National Promotional Fee. The parties acknowledge that no national promotional fee is in effect as of the Effective Date; however, during the Term, Franchisor may require payment of such a fee. In such an event, Franchisor will provide Franchisee at least 60 days' advance written notice, at which time Franchisee will be required to pay Franchisor up to 0.25% of Franchisee's monthly Gross Sales (on Gross Sales of up to $125,000) to cover national promotional costs associated with promoting Circle K Stores.

Franchisor has the final decision-making authority over all matters relating to the Promotional Fees collected. The Promotional Fees will be used by Franchisor for payment of costs of category development and to establish and develop marketing, sales promotions, image, customer service, franchisee incentive and advertising programs designed to promote and enhance the Marks and the Business System and to increase sales, to cover Franchisor's costs incurred in the administration of the Promotional Fees, and for any taxes incurred on the Promotional Fees. Franchisor's or Franchisor's Affiliate's marketing department is responsible for category development, as well as the development of the promotional programs, which includes the production, research, and administration of advertising, marketing calendars, production of television, radio, newspaper, direct mail, and point of purchase advertising, grand opening activities for new Circle K Store openings and all collateral materials. Upon written request, Franchisor will provide Franchisee with an annual unaudited statement showing the financial status of any fund created by Franchisor with respect to the Promotional Fees, and the manner in which the Promotional Fees were spent by Franchisor during Franchisor's previous fiscal year; provided, however, that Franchisor will

not be required to provide any such annual statement to Franchisee earlier than ninety (90) days after the end of Franchisor's fiscal year. Franchisor is not obligated to spend Promotional Fees in any particular market or geographic area or in proportion to the payments made by franchisees in a market. Franchisor does not guaranty that Franchisee's Store will benefit directly or pro rata from the Promotional Fees, and allocations from the Promotional Fees may benefit other franchise Stores or Franchisor's Affiliate's company-owned Stores disproportionately to Franchisee's Store. Further, Franchisor is not obligated to spend all of the Promotional Fees collected in any fiscal year. If Franchisor's costs for a fiscal year for the advertising and promotions described above exceed or fall short of the Promotional Fees collected for a fiscal year, Franchisor may, at its option, carry the excess or shortfall over to the next fiscal year. The monthly Promotional Fees are payable by Franchisee hereunder in the same manner and at the same time as Royalty Fees as set forth in Article 5. Franchisor will have no fiduciary duty to Franchisee with respect to the collection or expenditure of the Promotional Fees, and any advertising fund created by Franchisor will not be a trust or escrow account held for the benefit or account of Franchisee.

6.2 Grand Opening. Unless exempted by Franchisor, Franchisee will conduct a grand opening advertising and promotional campaign in connection with the opening of the Store within one hundred (100) days of the date that Franchisee begins conducting business at the Store hereunder. Franchisor will reasonably assist Franchisee with developing and carrying out such grand opening campaign and will furnish Franchisee with a grand opening materials package. All grand opening activities and related publicity and promotional materials must receive Franchisor's prior written approval. All publicity and promotional costs including the full cost of any price reductions and other customer inducements incurred in such grand opening advertising campaign will be at the sole expense of Franchisee, which expense will be in addition to Franchisee's obligation to pay the Promotional Fees as set forth above; provided, however, that Franchisor will reimburse Franchisee (from the Local and Regional Promotional Fees) any pre-approved expenditures in the amount of $.50 for each $1.00 Franchisee spends, up to a maximum reimbursement of $4,000.

6.3 Advertising and Customer Goodwill Programs. Franchisor may, from time to time, initiate sales, loyalty, and marketing programs intended to promote and enhance the business of all Circle K Stores, and Franchisee will participate fully therein according to the terms, standards and requirements of the programs as from time to time established by Franchisor, unless Franchisee's participation is otherwise excused in writing by Franchisor. Such programs may include, by way of illustration and not of limitation, gift certificates, coupons, catalog and other direct mail, telemarketing, interchange programs, combination selling programs, or advertising in the yellow pages with other franchisees. The initiation of any such program will not obligate Franchisor to continue the program for any specific time period and Franchisor may modify or discontinue any such program at any time. Franchisee agrees that it may be required to purchase, at its own cost, equipment, supplies and materials and/or license software as part of its participation in these programs, and Franchisee may be required to complete training related to such programs. Upon termination of Franchisee's participation in any program, Franchisee must return to Franchisor any materials related to the program previously provided to Franchisee. In addition, Franchisor may, from time to time, develop advertisements or promotions for the use in radio or television media. Franchisor may make such advertisements or promotions available to Franchisee upon Franchisee's request; provided, that Franchisee will be solely responsible to place the

advertisement or promotion and pay for media costs and the costs of voice-over, footage or other costs to identify the location of the Store.

6.4 Franchisee's Advertising. All advertising, regardless of the form of media used for advertising, including electronic media, social media, press releases, and the internet, done by Franchisee will be subject to Franchisor's prior written approval with respect to form and content, to be obtained in the following manner: copy of the proposed advertising or press release (specifying the anticipated publication date and the medium) will be submitted to Franchisor at least thirty (30) days prior to the anticipated publication date. Franchisor will have thirty (30) days after receiving such copy to approve or disapprove it. A disapproved copy may be re-submitted with corrections, and Franchisor will have ten (10) additional business days to approve or disapprove any such re-submitted copy. Franchisor's failure to respond within the designated period will be deemed an approval; provided, however, that Franchisor's approval of specified advertising (affirmatively or by failure to object) will not preclude Franchisor from subsequently disapproving the same or similar copy. Franchisee's use of any unauthorized signs, notices, advertising, or publications shall be a material breach hereunder giving Franchisor grounds for terminating this Agreement. Without waiving its right to declare Franchisee in breach of this Agreement, Franchisor may enter the Franchised Location and unilaterally seize or remove any unauthorized advertising materials from such Store.

6.5 Advertising Council and Local Marketing Groups . Franchisor reserves the right to form an advertising council composed of an elected group of franchisees, and, if such a council is formed and Franchisee is elected to the council, Franchisee agrees to abide by all rules and regulations promulgated by such council, and to regularly participate in the periodic meetings of such council. In addition, Franchisor reserves the right, from time to time, to establish or designate advertising cooperative associations and/or local marketing groups comprised of franchisees in a specific geographic territory (collectively, "LMG"), which LMGs would conduct and administer advertising and promotions in the applicable geographic region. If such an LMG is formed in the geographic region in which the Store is located, Franchisee agrees to participate in such an LMG. All advertising and promotions conducted by the LMG must be pre-approved in writing by Franchisor. All Circle K Stores owned by Franchisor or its Affiliates within such geographic area will also join such LMG on the same terms and conditions as Franchisee.

6.6 Advertising Programs and Vendor Promotions.

(A) By executing this Agreement, Franchisee assigns to Franchisor its right to receive marketing, advertising, promotional, volume, retail display, and placement discounts, rebates and allowances offered by any manufacturers, distributors, or suppliers of products and services to the Store, excluding standard counter pack allowances offered by tobacco companies and excluding volume discounts reflected on the invoice by any manufacturer or supplier. For avoidance of doubt, Franchisee acknowledges that access to such manufacturers, distributors and suppliers is not guaranteed, and it is possible that such third parties will be unable or unwilling to deliver products to Franchisee's Store. Franchisor may, in its sole discretion, (i) keep these discounts, rebates and allowances, (ii) retain a portion of these discounts, rebates, and allowances to off-set the costs associated with administering any vendor discount/rebate programs, (iii) use these discounts, rebates and allowances to supplement the Promotional Fees, or (iv) distribute such discounts, rebates and allowances to franchisees in such amounts and using such allocation

methods as Franchisor deems appropriate. In all instances Franchisee agrees to cooperate and participate fully in all advertising and promotional programs or ventures designated by Franchisor, unless otherwise agreed in writing by Franchisor. Franchisor may withhold or offset any amount of marketing allowances and rebates Franchisor previously allocated for distribution to Franchisee from or against any amount owed by Franchisee to Franchisor (including pursuant to any indemnification obligation of Franchisee).

(B) If Franchisor agrees (in its sole discretion) to process any discounts, rebates or allowances on Franchisee's behalf, the following terms shall apply: Franchisor will credit such discounts, rebates and allowances to Franchisee's account, less an administrative fee retained by Franchisor (in an amount from time to time determined by Franchisor), after Franchisor receives payment from the applicable vendor. Franchisor will determine, in its sole discretion, which vendors it will process discounts, rebates or allowances for on behalf of its franchisees. Franchisee acknowledges that the time between the date of the applicable purchase from the vendor and the date Franchisee receives the rebate can vary from 4 to 12 months or longer, depending on the vendor's processing time.

(C) Franchisee acknowledges that it does not have any ownership right or claim to any discounts, rebates, or allowances. Notwithstanding the foregoing, it is Franchisor's current policy to handle discounts, rebates, and allowances in the following manner, and such policy is subject to change at any time in Franchisor's sole discretion, without notice to Franchisee: upon expiration of this Agreement, Franchisor will continue to credit Franchisee's account for all applicable vendor discounts, rebates and allowances received, less any amounts Franchisee owes to Franchisor, for a period of 6 months after the expiration of this Agreement; following a Transfer of Franchisee's rights hereunder in accordance with Article 15 of this Agreement, Franchisor will continue to credit all vendor discounts, rebates and allowances Franchisor receives through the end of the month in which the transfer occurred, less any amounts Franchisee owes to Franchisor, to Franchisee's account, irrespective of which party operated the Store when the discount, rebate or allowance was earned. Starting on the first day of the month subsequent to the transfer, all rebates Franchisor receives will begin to be credited to the new franchisee-transferee. For example, if a transfer takes place on June 15th, rebates Franchisor collects beginning July 1st would be credited to the transferee. If this Agreement is terminated for any reason other than expiration or a Transfer, Franchisor will cease crediting Franchisee's account with any vendor discounts, rebates, or allowances as of the effective date of such termination.

ARTICLE 7
BUILDING DESIGN AND SPECIFICATIONS; FRANCHISEE'S LEASE

7.1 Store Improvements, Fixtures, and Equipment; Compliance with Franchisor's Standards. Franchisor must approve any proposed site for the Franchised Location, which site must meet Franchisor's then-current site selection criteria. The Store building and premises must conform to the approved building plans and specifications, exterior and interior decorating designs, required equipment and color schemes for Circle K Stores. Franchisor will provide Franchisee with a typical Circle K Store floor plan layout and Franchisor's standard construction and equipment specifications, and Franchisee will take all actions necessary to bring the Store into compliance with the then-current layout and equipment specifications prior to the Open Date. If the Store is a Conversion Store, Franchisor, in its sole discretion, may require that the Store either

close or remain open for business during the conversion process. Any general contractor or architect that will be making any improvements to the Franchised Location must be pre-approved by Franchisor. Franchisee will effect building improvements and will install such fixtures and equipment at the Store as required by Franchisor's current specifications as set forth in the mandatory provisions of the Business Systems Manuals, and Franchisee will provide Franchisor with an architectural schedule prior to making any renovations to the Store. All plans and specifications must be approved by Franchisor prior to the commencement of construction. All architectural, engineering, construction, and design services for the Store will be at Franchisee's sole cost and responsibility, although Franchisor will consult with Franchisee regarding the design and layout of the Store upon the request of Franchisee. Failure to construct and furnish the Store in accordance with the plans and specifications may result in termination of this Agreement. Franchisee will not make any architectural, structural, design or decorating changes to the interior or exterior of the building or the premises, including any signs bearing the Marks, without Franchisor's prior written approval (unless such change is specifically required under applicable law). The furniture, fixtures, and equipment used in Franchisee's Store will be acquired from approved suppliers, installed and located in accordance with the floor plans and specifications approved by Franchisor for the Store, and will conform to the quality standards and uniformity requirements established from time to time by Franchisor. Franchisee may not install, operate, modify, replace, or permit any electric vehicle chargers or related equipment at, on, or around the Franchised Location without Franchisor's prior written approval, including approval of the brand, type, number, and placement of such chargers or equipment. Franchisor will not be liable for any claims of loss, damage, or expenses arising from the design or plan of the Store by reason of its approval of plans and specifications or of changes thereto, including, but not limited to, environmental claims, suitability of site, design or plan thereof, and Franchisee will indemnify Franchisor for any such liability should any such claim arise.

7.2 Changes in Plans and Specifications; Inspections. Franchisor must pre-approve in writing any and all changes to the Store plans or specifications. Franchisor may make periodic inspections of the site and may conduct a final inspection of the Store and may require corrections and modifications as it deems necessary to bring the Store into compliance with the plans and specifications previously approved by Franchisor. If Franchisee fails to correct any unauthorized variance within thirty (30) days of receipt of notice of such default, Franchisor will be entitled to immediately terminate this Agreement. Franchisee will reimburse Franchisor for all expenses incurred in connection with any changes to plans or specifications and any inspections to verify corrections of any defaults.

7.3 Remodeling. Franchisee will make the reasonable capital expenditures necessary to remodel, modernize, redecorate, and renovate the Franchised Location and Franchisee's Store, and to replace and modernize the furniture, fixtures, supplies, and equipment so that the Franchised Location and the Store will reflect the then-current image intended to be portrayed by Franchisor (collectively, such efforts, "**Remodeling**"). All Remodeling must be done in accordance with the standards and specifications prescribed by Franchisor and any applicable laws, ordinances, and regulations. Franchisee will commence Remodeling within three (3) months from the date Franchisee receives written notice from Franchisor specifying the required Remodeling, and will diligently complete such Remodeling within a reasonable time thereafter. Franchisee will not be required to conduct any extensive Remodeling more than once every five (5) years during the Term (each such five year period, the "**Remodel Period**"); provided, however, that (i) if

Franchisor determines in good faith that an item or items of furniture, fixtures, or equipment (such as countertops, displays, and fascia) have become so worn in the ordinary course of business prior to the expiration of the applicable Remodel Period and repairs cannot be reasonably made so as to conform the Franchised Location with Franchisor's then-current image standards, such item(s) shall be replaced by Franchisee upon Franchisor's request prior to the expiration of the Remodel Period; or (ii) at such time as Franchisor revises the Circle K Store general floor plan layout, Franchisee agrees to reconfigure the Store's floor plan layout to bring the floor plan into conformance with Franchisor's then-current specifications within three (3) months.

7.4 Maintenance and Repair. As between Franchisee and Franchisor, Store maintenance and repair will be the sole responsibility of Franchisee. Franchisee will at all times maintain the interior and exterior of the Store and the Franchised Location and all fixtures, furnishings, signs, and equipment located at the Store and surrounding area used in connection with such business in the highest degree of cleanliness, orderliness, safety, and sanitation and in good repair as set forth in the mandatory provisions of the Business Systems Manuals. Franchisee will make such additions, alterations, repairs, and replacements as necessary to conform to Franchisor's requirements. All replacements of furniture, fixtures, and equipment must conform to the quality standards for Circle K Stores, any applicable laws, ordinances, and regulations, and must be approved by Franchisor in writing.

7.5 Signs. Franchisee will display at the Franchised Location signs, advertising, slogans, and symbols as Franchisor may prescribe from time to time, subject to any Lease and local zoning restrictions. Franchisee will pay for permitting and exterior signage at the Franchised Location and will be responsible for the installation and maintenance of all signs. Any signage may not be used except as permitted hereunder and may not be altered or removed by Franchisee except with Franchisor's prior written consent or upon termination of this Agreement.

7.6 Equipment/Construction and Other Funding. Franchisor may offer to Franchisee funding for acquisition of certain Store equipment and/or construction of the Store ("Equipment/Construction Funding") if Franchisee qualifies for same. If Franchisee accepts the Equipment/Construction Funding, Franchisee must sign the Equipment/Construction Funding Agreement attached hereto as Exhibit 4 (the "Equipment/Construction Funding Agreement") and the Personal Guaranty (attached hereto as Exhibit 5). Franchisor will use the Equipment/Construction Funding funds, on Franchisee's behalf, to off-set the acquisition cost of Store equipment and the construction cost of the Store, and pay related invoices on Franchisee's behalf. The Equipment/Construction Funding will be amortized over the Term. Schedule A to the Equipment/Construction Funding Agreement sets forth the options available to Franchisee with respect to Equipment/Construction Funding. The amount of Equipment/Construction Funding, if any, that Franchisee is approved to receive will be noted on the Data Sheet. If, subsequent to the parties' execution of the Equipment/Construction Funding Agreement but before the store is deemed open as a Circle K Store hereunder, the merchandise sales levels at the store drop below the levels that Franchisor used to set the Equipment/Construction Funding amount, Franchisor reserves the right to reduce the Equipment/Construction Funding amount accordingly.

In addition to the Equipment/Construction Funding, Franchisee may qualify for an additional amount up to $10,000 in funding from Franchisor if it qualifies for and maintains in the Store a qualifying third-party or proprietary food service offering that Franchisor pre-approves in

writing and that complies with the third-party license or other agreement pursuant to which Franchisee receives the right to operate such offering (the "**Qualifying Food Offering**"). Whether or not Franchisor officially approves such funding by signing a funding agreement, such funding will not be provided if: i) Franchisee is not operating the Store in full compliance with the terms and conditions of the Franchise Agreement, or ii) the Qualifying Food Offering is not fully operational at the Store within one year of the date Franchisor officially approves providing such funding to Franchisee, or, if the Store is a conversion store, within one year of the Open Date. If such funding is accepted by Franchisee, the amount will be noted on the Data Sheet and Franchisee may be required to enter into a separate funding agreement with Franchisor (in the form provided by Franchisor). If, for any reason, the Qualifying Food Offering is removed from the Store during the Term, Franchisee will be required to repay the funding amount, less the amortized portion for each month that the Qualifying Food Offering was in full operation in the Store.

7.7 Franchised Location; Franchisor's Approval of the Lease. Franchisor must approve any lease or other agreement granting Franchisee the right to occupy the Franchised Location as contemplated hereunder (the "**Lease**"), and such approval will not be unreasonably withheld if the landlord ("**Lessor**") agrees in the Lease as follows:

(A) The initial term, or initial term with renewal terms, must be for at least 10 years, or the term of the Franchise Agreement, whichever is longer.

(B) The Lessor consents to Franchisee's use of the Marks and to the operation of a convenience store on the leased premises as required hereunder.

(C) Franchisee may not (i) sublease or assign all or any part of its rights under the Lease or (ii) extend or renew the Lease, in each case without Franchisor's prior written consent.

(D) The Lessor must agree to provide Franchisor with copies of all notices of default or similar communications given to Franchisee under the Lease.

(E) Franchisor has the right to enter the leased premises to make necessary modifications to protect the Marks and the Business System or to cure any default under this Agreement or the Lease.

(F) Upon default, expiration or termination of this Agreement, and upon notice to the Lessor, Franchisor (or its designee) may assume Franchisee's rights under the Lease, including the right to assign or sublease the Lease. In connection with such assumption, Franchisor will not be obligated to pay the Lessor any past-due rent, common area maintenance fees, or other charges attributable to a period longer than one month. Upon termination of Franchisee's rights under the Lease, the Lessor will give Franchisor thirty (30) days to exercise its assumption option.

Franchisee must furnish Franchisor with a copy of the signed Lease within 10 days after it is signed.

7.8 Lease Termination. If the Lease is terminated due to a default by Franchisee, such Lease termination will constitute a breach of this Agreement and all other related agreements by Franchisee. If Franchisor assumes control of the Franchised Location and the operation of the business conducted therein, the future operation of that business by Franchisor will not be as an

agent of Franchisee, and Franchisor will not be required to account to Franchisee on account thereof.

ARTICLE 8
QUALITY CONTROL, UNIFORMITY, AND STANDARDS REQUIRED OF FRANCHISEE

Franchisee acknowledges and agrees that Franchisor, its Affiliates and predecessors have expended large sums of money to popularize the Marks and the Business System so that the same represents very valuable goodwill distinctive of Franchisor, its Affiliates and their respective business reputations. Franchisee further acknowledges and agrees that Franchisor will from time to time develop, establish, modify, implement, and enforce uniform standards of quality and service regarding the business operations of the Store. Accordingly, to ensure that all franchisees will maintain the uniformity requirements and quality standards for the foods, products, merchandise, and services associated with Franchisor, Circle K Stores, the Marks and the Business System, Franchisee agrees to maintain the uniformity and quality standards established by Franchisor for all foods, products, merchandise, and services associated with the Marks and the Business System, and agrees to follow Franchisor's standards to assure that all Circle K Stores will be uniform in nature and will provide quality foods, products, merchandise, and services to the public.

Any required standards exist to protect Franchisor's interests in the Business System and the Marks and not for the purpose of establishing any control or duty to take control over those matters that are reserved to Franchisee. The required standards generally will be set forth in the Business Systems Manuals or other written materials. The Business Systems Manuals also will include guidelines or recommendations in addition to required standards. In some instances, the required standards will include recommendations or guidelines to meet the required standards. Franchisee may follow the recommendations or guidelines or some other suitable alternative, provided that Franchisee meets and complies with the required standards. In other instances, no suitable alternative may exist. In order to protect Franchisor's interests in the Business System and Marks, Franchisor reserves the right to determine if Franchisee is meeting a required standard and whether an alternative is suitable to any recommendations or guidelines.

8.1 Authorized Services and Products. Franchisee will diligently and continuously use and offer for sale only those products, merchandise, and services (including product mix) as specified by Franchisor from time to time or as specified in the mandatory provisions of the Business Systems Manuals, which will generally consist of those products and services offered or used by Franchisor and its Affiliates at their Circle K Stores. Franchisee may not use, sell, or offer for sale any other products, merchandise, or services at its Franchised Location unless specifically authorized in writing by Franchisor or as set forth in the mandatory provisions of the Business Systems Manuals. Without the prior written consent of Franchisor, Franchisee may not (i) sell any products, merchandise, or services under the Marks or purchased through Franchisor's or its Affiliates' negotiated purchasing arrangements with suppliers at any location other than the Franchised Location or (ii) use, at any location other than the Franchised Location, any equipment purchased through Franchisor's or its Affiliates' negotiated purchasing arrangements with suppliers. Franchisor will not be liable for any claim on the part of Franchisee in the event of loss or interruption in the supply of any or all such products or merchandise.

Franchisee acknowledges and agrees that certain approved supplies may only be available from one source, and Franchisor or Franchisor's Affiliate may be that source. Franchisee agrees to pay the then-current price in effect for all products, supplies, and services that Franchisee purchases from Franchisor or Franchisor's Affiliate. All inventory, products, services, materials and other items and supplies used in the operation or construction of the Store that have not been approved by Franchisor must conform to the specifications and standards Franchisor establishes from time to time. ALTHOUGH APPROVED OR DESIGNATED BY FRANCHISOR, FRANCHISOR AND ITS AFFILIATES MAKE NO WARRANTY AND EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, WITH RESPECT TO SERVICES, PRODUCTS, EQUIPMENT (INCLUDING, WITHOUT LIMITATION, ANY REQUIRED COMPUTER SYSTEMS), SUPPLIES, FIXTURES, FURNISHINGS OR OTHER APPROVED ITEMS. IN ADDITION, FRANCHISOR DISCLAIMS ANY LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SERVICES RENDERED OR PRODUCTS FURNISHED BY ANY SUPPLIER APPROVED OR DESIGNATED BY FRANCHISOR. FRANCHISOR'S APPROVAL OR CONSENT TO ANY SERVICES, GOODS, SUPPLIERS, OR ANY OTHER INDIVIDUAL, ENTITY OR ANY ITEM SHALL NOT CREATE ANY LIABILITY TO FRANCHISOR.

Franchisee must obtain Franchisor's prior written consent to offer motor fuel for sale from the premises where the Store is located. Franchisor's execution of this Agreement shall be deemed as such written consent solely for the brand of fuel offered by Franchisee at the time of the execution of this Agreement. Franchisee may not subsequently offer a different brand or unbranded motor fuel for sale without obtaining Franchisor's separate prior written consent. If the Franchised Location offers fuel for sale to the public, the fuel pumps and related equipment must remain clean, functional and in good condition and repair at all times.

8.2 Purchases. To preserve the uniformity of the Business System and the goods sold under the Marks, Franchisor may from time to time require that Franchisee purchase from Franchisor, or its Affiliates, or from a sole source vendor or service provider, certain proprietary items, including, but not limited to, food products, merchandise, accounting and software programs used in the operation of the Store; provided, that Franchisee will not be required to purchase from Franchisor, its Affiliates, any sole source vendor or service provider, any items not generally used or offered for sale by Franchisor or its Affiliates in their Circle K Stores.

8.3 Inventory of Products. Franchisee will maintain at all times sufficient minimum inventories of products and merchandise in the Store as set forth in the mandatory provisions of the Business Systems Manuals or as otherwise specified by Franchisor. If the Store is purchased from Franchisor, then Franchisee will pay to Franchisor an amount equal to the value of the entire inventory in the Store as of the Transfer Date. The inventory will be calculated using the retail inventory accounting method then in use by Franchisor. Franchisee will not be required to purchase damaged or unsaleable merchandise from Franchisor, but may do so by mutual agreement. As soon as practicable, Franchisor will provide Franchisee with an estimate of the value of the inventory expected to be in the Store as of the Transfer Date, and Franchisee will pay such amount on the date Franchisee receives the estimate, or on such other date that is on or prior to the Transfer Date as Franchisee and Franchisor may mutually agree upon. On the Transfer Date, the parties will then confirm the actual value of the inventory as of the Transfer Date, and within

30 days of the Transfer Date, if the amount paid by Franchisee for the estimated inventory is greater than the actual value of inventory confirmed on the Transfer Date, Franchisee will receive a refund of such difference, and if the amount paid by Franchisee for the estimated inventory is less than the actual value on the Transfer Date, Franchisee will make a corresponding additional payment to Franchisor.

8.4 Operational Requirements. Franchisee will operate the Store (including any Additional Business) in strict conformity with such uniform methods, standards, and specifications as Franchisor may from time to time prescribe (including without limitation, such methods, standards, and specifications set forth in the mandatory provisions of the Business Systems Manuals) to ensure that the highest degree of quality and service is uniformly maintained. During the Term, Franchisee agrees to:

(A) use the Franchised Location solely for the operation of the Store and to refrain from using or permitting the use of the Franchised Location for any other purpose or activity without the prior written consent of Franchisor; and

(B) keep the Store open for business and in normal operation (doors open and fully illuminated) twenty-four (24) hours a day, seven (7) days a week (including all holidays), unless otherwise agreed to in writing by Franchisor, or unless prohibited by local laws or ordinances. The utilization of a pass-through window or bullet-resistant glass does not constitute being open for business in normal operation and requires Franchisor's prior written approval to install at the Store. If Franchisee operates the Store for less than twenty-four (24) hours any day during a month in a locality where applicable laws do not prohibit operating twenty-four (24) hours a day, or if Franchisee operates the Store for twenty-four (24) hours a day, seven (7) days a week, but utilizes a pass-through window or bullet-resistant glass surrounding the sales counter for any such time, in either case such operation will be deemed a default hereunder and in addition to any other remedies available to Franchisor hereunder or under applicable law, Franchisor may, in its sole discretion, increase Franchisee's monthly Royalty Fee rate for the Store by up to one percent (1%), for so long as such default is continuing. If the Store is closed for 24 consecutive hours or more without Franchisor's prior written approval, the Franchisee's average daily Gross Sales for the month prior to the Store closing will be used as Franchisee's daily Gross Sales for each day the Store is closed in order to calculate the Royalty Fees and Promotional Fees due for such days; and

(C) comply with the procedures and systems instituted by Franchisor both now and in the future, including, without limitation, those relating to sales, good business practices, advertising, and other obligations and restrictions set forth herein; and

(D) maintain sufficient supplies of (as Franchisor may prescribe in the mandatory provisions of the Business Systems Manuals or otherwise in writing), and use at all times, only such approved merchandise, equipment, materials, advertising methods, formats, supplies, and fuel (if applicable) as conform with Franchisor's standards and specifications; and

(E) secure and maintain in full force and effect in Franchisee's name all required licenses, permits, and certificates relating to and necessary for the operation of the Store, including, but not limited to, registration of names, fictitious names, tax permits, and lottery,

alcohol (including but not limited to beer, wine, and liquor, if applicable) and tobacco licenses, if required and to deliver copies of any of the foregoing to Franchisor within five (5) days of Franchisor's request. If Franchisee has its alcohol, tobacco, or lottery license suspended or revoked, Franchisor may use Franchisee's average daily Gross Sales for the month prior to the suspension or revocation as Franchisee's daily Gross Sales for each day the license is suspended in order to calculate the applicable Royalty Fees and Promotional Fees due, in addition to any other rights and remedies Franchisor may have available hereunder and under the law; and

(F) notify Franchisor in writing within five (5) days of each of the following events: (i) the threat of, or the actual commencement of, any action, suit, or proceeding, (ii) the issuance of any order, writ, injunction, award, notice, or decree of any court, agency, or other governmental entity, or (iii) any other incident occurring at the Store (including any instance of physical violence), which, in any of the above instances, may adversely affect the operation, financial condition, or goodwill of Franchisee, Franchisor, or the Business System; and

(G) handle all customer complaints and requests for adjustments promptly and consistent with any procedure required in the mandatory provisions of the Operations Manual(s), and always in a manner that will not detract from the name and goodwill enjoyed by Franchisor; and

(H) maintain a competent, qualified, conscientious staff capable of effectively communicating with customers, vendors, emergency medical personnel, fire fighters, police officers, and others, and employ such minimum number of employees as are necessary to service the anticipated volume of business at the Store. Franchisee will be solely responsible for the terms of employment, compensation, and proper training of all of its employees; and

(I) render appropriate, prompt, efficient, courteous service at the Franchised Location to Franchisee's customers and conduct the Store in a good workmanlike manner and in a fair and ethical manner; and

(J) accept and honor debit cards, credit cards, and gift cards and maintain relationships with such credit and debit card issuers or sponsors, check verification services, financial center services, and electronic funds transfer systems as Franchisor may designate or provide from time to time so that Franchisee may accept customers' credit cards, debit cards, gift cards and other methods of payment. Franchisee agrees that all sales at the Premises made using credit cards, credit identifications, fleet cards, debit cards, gift cards, pre-paid cards or other similar transaction authorization cards will be made pursuant to a point of sale ("POS") system for processing such cards as designated by Franchisor. Franchisor reserves the right to add or remove debit or credit card payment systems, relationships, or services, and other methods of payment at any time. In addition, if the Franchised Location does not offer fuel for sale, Franchisee must sign the Credit Network Agreement, attached hereto as Exhibit 6, pursuant to which Franchisee agrees to utilize the point of sale equipment and back office system designated by Franchisor to process all credit and debit card transactions at the Store through Franchisor's card processing network and pay the fees specified thereunder; and

(K) maintain adequate security on the Franchised Location to ensure safety of customers and employees, and not permit illegal activities to take place in the Store or on the premises of the Franchised Location; and

(L) timely pay all utility bills and other obligations and liabilities affecting the Store or the Franchised Location; and

(M) timely pay all vendors, suppliers, and providers of inventory to ensure that the required levels of inventory are maintained at the Store; and

(N) apply to participate in the Supplemental Nutrition Assistance Program (SNAP), or other comparable program designated by Franchisor, and if approved in such program, accept SNAP benefits as a form of payment; and

(O) comply with all youth access laws prohibiting the sale of tobacco and alcohol to minors and ensure that no minor is allowed to purchase tobacco or alcohol on the premises.

(P) refrain from engaging in conduct which would tend to discredit, dishonor, reflect adversely upon or in any manner injure the reputation of Franchisor, the Circle K brand, and/or the Marks.

(Q) maintain a functioning automated teller machine (ATM) at the Franchised Location unless this requirement is waived by Franchisor;

(R) not install any gaming machines at the Store unless specifically pre-approved in writing by Franchisor and subject to compliance with applicable laws; and

(S) comply with all other requirements which may be prescribed herein.

8.5 Suppliers. Franchisee will purchase all merchandise, supplies, equipment, and materials required for the operation of the Store from suppliers approved by Franchisor who demonstrate, to the satisfaction of Franchisor, the ability to meet Franchisor's standards and specifications for such items; who possess adequate capacity and facilities to supply Franchisee's needs in the quantities, at the times, and with the reliability requisite to an efficient operation; and who have been pre-approved by Franchisor. Franchisor has the right to appoint a single approved primary source of supply for many merchandise items, and Franchisee may be required to purchase these items from this primary source under Franchisor's negotiated contract. Franchisee will not purchase any distressed or salvaged products for resale or use in the Store. Franchisor and/or its Affiliates may from time to time make available to Franchisee goods, products, and/or services for use in the Store on the sale of which Franchisor and/or its Affiliates may make a profit, and Franchisor and/or its Affiliates may from time to time receive consideration from suppliers, distributors, and/or manufacturers in consideration of services rendered or rights franchised to such persons. Franchisee acknowledges that Franchisor and/or its Affiliates will be entitled to such profits and/or consideration, as provided in Section 6.6.

Franchisee agrees to work with the third-party management firm designated by Franchisor in connection with the construction and development of Franchisee's Store. A list of the third-

party management firms currently used by Franchisor is included in the Business Systems Manuals and may be revised by Franchisor from time to time. Franchisee must obtain Franchisor's prior written approval if it wishes to use a third-party management firm that Franchisor has not designated.

8.6 Franchisee's Participation in Operations. Unless excused in writing by Franchisor, Franchisee will be actively involved in the day-to-day operations of the Store and will spend adequate management time required to maintain the standards required hereunder. If Franchisee is acquiring the rights to operate more than one Circle K Store, Franchisee will be actively involved in the supervision of management of all of the Circle K Stores owned by Franchisee and will spend adequate management time to ensure Franchisor's standards are maintained at all Stores.

8.7 Store Manager. If Franchisee will not be solely responsible for the direct management and daily activities of the Store, Franchisee will hire a Store Manager who will be solely responsible for the direct management and daily activities of the Store. The Store Manager must successfully complete Franchisor's training program prior to the opening of the Store. Franchisee agrees that no person who has been convicted of a felony, has otherwise committed any act involving fraud, or has engaged in any acts that could adversely affect or be detrimental to the goodwill of the Marks and the Business System will be permitted to be employed as a Store Manager.

8.8 Uniforms. Franchisee will require its employees to wear the standard attire or uniforms approved by Franchisor and will comply with Franchisor's uniform requirements to promote the Circle K Store image and to protect and further the goodwill associated with the Marks and the Business System.

8.9 Payment of Expenses. Franchisee will be solely responsible for, and will timely pay (unless contested in good faith) all operating expenses, taxes, and levies in connection with the operation of the Store, including, without limitation, all costs related to obtaining, purchasing, leasing, maintaining, repairing, or replacing inventory, equipment, and other supplies needed to operate the Store and all salaries and wages and other benefits of employees.

8.10 Compliance with Laws. Franchisee will, at all times and at its expense, conduct and operate the Store (including any Additional Business) in strict compliance with all applicable federal, state, and local laws, ordinances, and regulations pertaining to the purchase, construction, remodeling and operation of the Store, including, without limitation, the Americans With Disabilities Act. Without limiting the foregoing, Franchisee acknowledges and agrees that, as between Franchisor and Franchisee, Franchisee is solely responsible for ensuring that all third-party products and services used in connection with the construction and/or operation of the Store, whether or not approved or recommended by Franchisor, comply with all applicable laws and regulations. Additionally, Franchisee will, at its expense, be solely responsible for determining the licenses and permits required by law for the operation of the Store, for obtaining and qualifying for all construction or operation licenses and permits required by law, and for complying with all applicable federal, state, and local laws.

8.11 Payment of Taxes. Franchisee will be solely responsible for and will timely pay all federal, state, city, and local taxes and assessments including, but not limited to, individual and

corporate income taxes, sales and use taxes, excise taxes, franchise taxes, gross receipts taxes, employee withholding taxes, FICA taxes, unemployment taxes, personal property taxes (including related to signage containing the Marks), real estate taxes, gasoline or motor fuel taxes, and all others taxes payable in connection with the operation of the Store and sale of merchandise and services. Without limiting the foregoing, Franchisee also will pay all state and local taxes, including, without limitation, taxes denominated as income or franchise taxes that may be imposed on Franchisor as a result of its receipt or accrual of the Initial Franchise Fee, Royalty Fees, Promotional Fees, or other fees due hereunder, whether assessed against Franchisee through withholding or other means or whether paid by Franchisor directly. In either case, Franchisee shall pay Franchisor (and to the appropriate governmental authority) such additional amounts as are necessary to provide Franchisor, after taking such taxes into account (including any additional taxes imposed on such additional amounts), with the same amounts that Franchisor would have received or accrued hereunder had such withholding or other payment, whether by Franchisor or Franchisee, not been required.

8.12 Corporation, Partnership, or Limited Liability Company as Franchisee. If Franchisee is a corporation, then Franchisee will provide Franchisor with a list of all shareholders (showing the number of shares owned), officers and directors of the corporation, and will keep such information current at all times. All stock certificates of a corporate Franchisee will bear a legend as specified by Franchisor stating that transfer of the stock is restricted and subject to the terms of this Agreement. Upon Franchisor's request, each shareholder will execute an acknowledgment of restriction on the right to transfer stock of the corporation. If Franchisee is a partnership, limited liability company or other entity, then Franchisee will provide Franchisor with such ownership and governance information as Franchisor may reasonably require, including without limitation, the identity of the Principal Equity Holders in Franchisee, the percentage of ownership interest held by each Principal Equity Holder, and Franchisee's governing documents.

8.13 Guaranties. If Franchisee is a corporation, a limited partnership whose general partner is a corporation, or a limited liability company or other entity, each Principal Equity Holder of such corporation, limited partnership, limited liability company or other entity will: (i) approve this Agreement in writing; (ii) furnish any personal financial information reasonably requested by Franchisor; and (iii) execute Personal Guaranty attached to this Agreement as Exhibit 5 (the "**Guaranty**"), pursuant to which each shall personally guarantee Franchisee's payments and performance obligations under this Agreement, any related agreement entered into between Franchisee and Franchisor, or any Affiliate, and any agreement executed upon renewal. Persons or entities that subsequently become Principal Equity Holders will execute the Guaranty within thirty (30) days after becoming a Principal Equity Holder.

8.14 Initial Training. Prior to commencing business operations at the Store, Franchisee, or Franchisee's operations manager and Franchisee's Store Manager must successfully complete the initial training program provided by Franchisor (the "**Training Program**"). Franchisee or Franchisee's operations manager and the Store Manager must demonstrate competence in, and a thorough understanding of, each individual training segment before progressing to the next training segment. Currently, there are three components to the Training Program. The classroom component of the Training Program will consist of a minimum of 32 hours of training as determined by Franchisor, and will be conducted at Franchisor's training facilities, currently located in Tempe, Arizona, and at such other locations as specified by Franchisor, which may

include online training and will cover the basic operating procedures of the Business System as described in the mandatory provisions of the Business Systems Manuals (commonly referred to as the Online Store Guides). . The on-the-job training component consists of a minimum of 24 hours and is conducted at various Circle K Stores based on Franchisor's evaluation of Franchisee's experience. The Training Program must be completed no earlier than one hundred eighty (180) days prior to the opening of the Store. If the Training Program is completed more than one hundred eighty (180) days prior to the opening of the Store, Franchisee will need to be recertified by Franchisor before Franchisor will approve the opening of the Store.

If Franchisee is an existing convenience store franchisee of Franchisor, Franchisee may be required to attend a modified training program (the "**Modified Training Program**"), which will be shorter in duration than the Training Program. If required, Franchisee must complete the Modified Training Program no earlier than one hundred eighty (180) days prior to the opening of the Store. If the Modified Training Program is completed more than one hundred eighty (180) days prior to the opening of the Store, Franchisee will need to be recertified by Franchisor before Franchisor will approve the opening of the Store. Regardless of whether Franchisee attends the Training Program or Modified Training Program, Franchisee must complete all pre-classroom assignments and pass the same final exam required of all Circle K franchisees.

Any training provided by Franchisor to any of Franchisee's employees will be limited to training or guiding the employees regarding the provision of approved products and services to customers in a manner that reflects the customer service standards of the Circle K System. Franchisee is, and will remain, the sole employer of its employees at all times, including during all training programs, and Franchisee is solely responsible for all employment decisions and actions related to its employees. Franchisee is solely responsible for ensuring that its employees receive adequate training.

8.15 Expenses. Franchisor will provide the Training Program to Franchisee or Franchisee's operations manager and one (1) Store Manager at no cost to Franchisee, except that Franchisee will be required to pay Franchisor's then-current fee for any third-party technology training. However, during the Training Program, Franchisee is responsible for all salaries, fringe benefits, payroll taxes, travel costs, lodging, food, and other personal expenses incurred by those attending the Training Program on Franchisee's behalf.

8.16 Opening Assistance. After Franchisee and Franchisee's Store Manager have successfully completed the Training Program, Franchisor will furnish a representative to the Store who will provide opening assistance and training to Franchisee and its employees as deemed necessary and appropriate by Franchisor, including, but not limited to, assistance with training employees, implementing the Business System, and evaluating initial business operations. Franchisee may not open the Store until Franchisor has given Franchisee written approval to open the Store.

8.17 Changes in Store Manager. If Franchisee hires a new or additional Store Manager, Franchisee is responsible to ensure that such new or additional Store Manager is adequately trained, which includes a complete review of the Business Systems Manuals and which may include successfully completing Franchisor's Training Program, at Franchisee's cost. Franchisee is also responsible for all travel, lodging, food, and other personal expenses incurred by all new or

additional Store Managers attending the Training Program. All Franchisee Store Managers, including new or additional Store Managers, are required to be certified under the then-current Circle K training requirements by Franchisor within the first 90 days of employment by Franchisee, regardless of the method that Franchisee selects to conduct training.

8.18 Additional Training. Franchisor has the right to hold refresher and/or additional training programs for Franchisee and/or its Store Manager at a location or locations selected by Franchisor. Attendance at such additional training shall be mandatory for Franchisee so long as there is no tuition charged by Franchisor for such programs. Franchisee will be responsible for travel, lodging, food, and other personal expenses of those who attend on Franchisee's behalf. Notwithstanding the above, if Franchisee receives a written notice of default that relates, in whole or in part, to Franchisee's failure to meet any operational standards, Franchisor may require, as a condition of curing the default, that Franchisee and/or Franchisee's manager(s) re-attend and successfully complete the training program, at Franchisee's expense.

8.19 Employee Training. Notwithstanding any other provision of this Agreement, Franchisee, at its sole cost and expense, will be responsible for training its employees.

8.20 Annual Convention. Franchisor reserves the right to arrange for an annual convention sponsored and conducted by Franchisor for the benefit of all franchisees. If Franchisee and/or Franchisee's Store Manager attends any such convention, such attendance will be at Franchisee's sole cost and expense.

8.21 Franchisor's Right of First Offer and Right of First Refusal Regarding Fuel.

(a) Right of First Offer. If at the time Franchisee enters into this Agreement, Franchisee is subject to a third-party motor fuel supply arrangement to sell at the Franchised Location third-party fuel ("**Third Party Fuel Agreement**"), Franchisor will have a right of first offer to begin supplying Circle K branded fuel to Franchisee upon the expiration of the Third-Party Fuel Agreement (the "**Right of First Offer**"). Franchisee shall provide Franchisor written notice of the date of expiration of the Third- Party Fuel Agreement no more than nine (9) and no less than six (6) months prior to its expiration. The Right of First Offer may be made any time after Franchisor receives written notice of the date of expiration of the Third-Party Fuel Agreement until the expiration of the Third-Party Fuel Agreement and shall contain Franchisor's then-current terms and conditions which may include a new term of up to ten (10) years. The Right of First Offer must be considered prior to Franchisee entertaining or pursuing another fuel agreement offer or renewal of the Third-Party Fuel Agreement. The Right of First Offer shall be accepted by Franchisee if no offer that includes more favorable terms to the Franchisee is made by the later of: (i) thirty (30) days of Franchisor making the Right of First Offer; or (ii) thirty (30) days prior to the end of the term of the Third-Party Fuel Agreement. An offer on more favorable terms than the Right of First Offer shall mean an offer in writing from a reputable third-party fuel supplier setting forth complete terms of fuel supply binding on the offeror (a "**Bona Fide Offer**") that has price terms (including distribution costs and all net costs of obtaining fuel) that are more advantageous to Franchisee than the Right of First Offer (herein, a "**More Favorable Offer**").

(b) Right of First Refusal. If prior to the expiration of the Third Party Fuel Agreement or at any time within one (1) year thereafter, a More Favorable Offer (if applicable) or any Bona

Fide Offer is made to Franchisee, Franchisor may exercise in its sole discretion a right to provide fuel to the Franchised Location on materially the same price and duration terms as the More Favorable Offer or Bona Fide Offer (the "**Right of First Refusal**"), and Franchisee shall accept the offer from Franchisor, pursuant to the following process: Franchisee must provide to Franchisor a copy of the More Favorable Offer or Bona Fide Offer within ten (10) days of receipt; Franchisor will have the right (but not an obligation) to exercise its Right of First Refusal by notifying Franchisee within forty-five (45) days of Franchisor's receipt of the More Favorable Offer or Bona Fide Offer; and (iv) upon exercising the Right of First Refusal, Franchisee shall enter into a binding fuel supply agreement (the "**Motor Fuel Supply Agreement**") with Franchisor within ten (10) business days on Franchisor's then-current form. Furthermore, if Franchisee declines to exercise a Right of First Refusal following a More Favorable Offer or Bone Fide Offer, but Franchisee does not consummate agreement on the terms of the More Favorable Offer or Bone Fide Offer within one hundred twenty (120) days of the original notice of the More Favorable Offer or Bona Fide Offer to Franchisor, or if the terms of such Offer materially change at any time, Franchisor's Right of First Refusal shall renew and be applicable to any subsequent or different Offer.

(c) Agreement Regarding Fuel and Franchise. Upon Franchisor's exercise of the Right of First Refusal, Franchisor and Franchisee will enter into (i) Franchisor's standard form of Franchise Agreement for the operation of a retail convenience store and motor fuel business under the Circle K trade name and service marks utilizing the Business System ("**Circle K Business Franchise Agreement**"), which Circle K Business Franchise Agreement will replace and supersede this Agreement, and (ii) all related agreements, including, without limitation, the Motor Fuel Supply Agreement, pursuant to which Franchisor will supply Circle K branded fuel to Franchisee at the Franchised Location, which Motor Fuel Supply Agreement will be updated to reflect the price and delivery terms offered by Franchisor in exercising the Right of First Refusal. Franchisee agrees and acknowledges that the Circle K Business Franchise Agreement may include terms and conditions (including fees, funding and requirements related to technology and reporting) that may be materially different from the terms and conditions of this Agreement, provided the pricing and term of fuel supply shall not be materially different. If Franchisor elects not to exercise the Right of First Refusal, Franchisee's acceptance of a More Favorable Offer or Bona Fide Offer will be subject to Franchisor's prior written approval of the brand of fuel to be offered at the Franchised Location. If Franchisor elects to exercise the Right of First Refusal but Franchisee refuses to sign the Circle K Business Franchise Agreement, this Agreement will be subject to immediate termination and, if terminated, Franchisee will be required to comply with all of the post-termination obligations hereunder, including but not limited to the payment of liquidated damages as well as the unamortized portion of any funding provided by Franchisor.

ARTICLE 9
CONFIDENTIAL BUSINESS SYSTEMS MANUALS AND OTHER INFORMATION

9.1 Compliance with Business Systems Manuals. Franchisor will provide Franchisee with one copy of Franchisor's business systems manuals, including but not limited to the Store Guides and Operations and Reference Manuals (collectively, the "**Business Systems Manuals**"), either electronically, on the Circle K franchise extranet or in hard copy format, which must be available at all times at the Store, and, if in hard copy format, returned by Franchisee to Franchisor upon expiration or termination of this Agreement. To protect the reputation and goodwill of

Franchisor, and to maintain uniform operating standards under the Business System, Franchisee will at all times during the Term conduct business at the Store in accordance with the mandatory provisions of the Business Systems Manuals.

9.2 Revisions to Business Systems Manuals. The Business Systems Manuals will, at all times during the Term and thereafter, remain solely and exclusively Franchisor's intellectual property owned exclusively by Franchisor. Franchisor reserves the right to revise, combine or eliminate any part of the Business Systems Manuals at any time during the Term and Franchisee agrees to operate the Store in accordance with all such revisions. Franchisee will at all times keep the Business Systems Manuals current and up-to-date, and in the event of any dispute regarding the Business Systems Manuals, the terms of the master copy of the Business Systems Manuals maintained by Franchisor will be controlling in all respects.

9.3 Confidentiality. Franchisee will use all reasonable means to keep all Confidential Information secret and confidential. Franchisee will not copy any Confidential Information, or any portion thereof, except as approved by Franchisor in writing, and will only use Confidential Information as permitted under this Agreement. Franchisee will not, during the Term or thereafter, communicate, divulge or use for the benefit of any other person or entity any Confidential Information, except that Franchisee may divulge Confidential Information to those (and only those) of its employees who must have access to it in order to operate the Store and who have agreed in writing to maintain confidentiality of such information as required hereunder.

9.4 Inspection Rights. Franchisor or its designee will have the right at all reasonable times to access the premises of the Franchised Location electronically or in person (without being guilty of trespassing) in order to inspect the premises and observe Franchisee's operations (including any Additional Business operations) to ensure Franchisee's full and faithful compliance with the terms of this Agreement, the mandatory provisions of the Business Systems Manuals and applicable laws, and Franchisee agrees to fully cooperate with any such inspection. Franchisee may be required to bear the costs of such inspections if the inspections are conducted by a third-party designee of Franchisor. If Franchisee fails to fully cooperate with any such inspection, Franchisee will be in default hereunder, and in addition to curing the default, Franchisee will be required to pay Franchisor its then-current inspection noncompliance fee (currently $1,000) and reimburse Franchisor for its costs associated with the failed inspection. Franchisor will have the absolute right to take photographs and videotapes of the interior and exterior of the Franchised Location and the Store premises (including, without limitation, employees, equipment, floors, ceilings, freezers, refrigerators, and other goods, fixtures, and equipment at the Store) at all reasonable times, to examine and photograph representative samples of foods, food items, goods and paper products sold or used at the Store, and to examine and evaluate the quality of the services provided by Franchisee to customers. Franchisor will have the right to use all photographs and videotapes of the Store for such purposes as Franchisor deems appropriate, including, but not limited to, use in training, advertising, marketing, promotional materials, public relations, and/or litigation. Franchisee will not be entitled to, and hereby expressly waives, any right that it may have to be compensated by Franchisor, its advertising agencies, or other Circle K franchisees for using photographs or videotapes in the manner described herein.

9.5 Key Individual. If Franchisee is a corporation or other entity, Franchisee shall designate a Key Individual to assist Franchisee in fulfilling its obligations under this Agreement.

If Franchisee and Franchisor are also parties to a motor fuel agreement governing the sale of fuel at the Franchised Location (a "Motor Fuel Agreement"), the Key Individual identified in this Agreement shall be the same individual identified as the "Key Individual" under the Motor Fuel Agreement. The Key Individual must be identified in the signature page of this Agreement. The Key Individual must complete all required training. Any substitute Key Individual must be pre-approved in writing by Franchisor. FRANCHISOR'S FRANCHISE RELATIONSHIP IS EXCLUSIVELY WITH FRANCHISEE. NOTHING IN THIS AGREEMENT MAY BE CONSTRUED AS CREATING ANY FRANCHISE OR FRANCHISE RELATIONSHIP WITH THE KEY INDIVIDUAL OR ANY OWNER OF A CORPORATE/ENTITY FRANCHISEE.

9.6 Customer Data.

(a) Franchisor owns all Customer Information (as defined below) and may use the Customer Information as it deems appropriate (subject to applicable law), including disclosing it to vendors. Franchisee may only use Customer Information for the purpose of operating the Store to the extent permitted under this Agreement, including the Business Systems Manuals, during the term hereof and subject to such restrictions as Franchisor may from time to time impose and in compliance with all data privacy, security and other applicable laws. "**Customer Information**" means any contact information (including name, address, phone and fax numbers, and e-mail addresses), sales and payment history, and all other information about any customer, including any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household. As used in this Agreement, the term "customer" refers to any person or entity (i) included on any marketing or customer lists that Franchisee develops or uses; (ii) who has purchased or purchases products or services at the Store; or (iii) whom Franchisee has solicited to purchase any products or services at the Store. Franchisor may use the Customer Information as it deems appropriate, including sharing it with its Affiliates.

(b) Without limiting the foregoing, Franchisee agrees to comply with applicable law in connection with its collection, storage, disclosure and its use and Franchisor's use of such Customer Information, including complying with all laws and regulations relating to data protection, privacy and security, including data breach response requirements ("**Privacy Laws**"), as well as data privacy and security policies, procedures and other requirements Franchisor may periodically establish. Some laws require Franchisee to obtain consent to collect, store, disclose, and use (collectively "**process**") personal information or provide notice regarding your processing of personal information. Franchisee is responsible for obtaining appropriate Customer consent and notice to ensure Franchisee and Franchisor may process Customer Information as outlined in this Agreement. Franchisee must notify Franchisor immediately of any suspected data breach at or in connection with the Store. Franchisee must fully cooperate with Franchisor and its counsel in determining the most effective way to meet Franchisor's standards and policies pertaining to Privacy Laws within the bounds of applicable law. Franchisee is responsible for any financial losses it incurs or remedial actions that it must take as a result of breach of security or unauthorized access to Customer Information in Franchisee's control or possession.

(c) If any federal or state Privacy Law, including the California Consumer Privacy Act, as revised by the California Consumer Privacy Rights Act , Cal. Civ. Code § 1798.100, et seq. (collectively, "**CCPA**") and any related regulations, applies to the operation of the Store, whenever and to the extent Franchisee operates as a "Service Provider" or "Contractor" under the CCPA, a data processor, or in a similar capacity under any federal or state Privacy Law, Franchisee represents and warrants that:

(1) Except for the purpose of operating the Store and in accordance with the Business Systems Manuals, Franchisee will not retain, use, combine or disclose any Customer Information;

(2) Franchisee will not sell, share, make available or otherwise disclose any Customer Information to any third party for valuable consideration or for the purpose of performing cross-context behavioral advertising;

(3) Franchisee will not retain, use, or disclose Customer Information outside of the direct business relationship between Franchisee and Franchisor;

(4) Franchisee will delete any Customer Information upon Franchisor's request unless Franchisee can prove that such request is subject to an exception under applicable law;

(5) If Franchisee receives a Customer Information data request (e.g. a request to delete Customer Information) directly from a consumer (e.g., a California resident under the CCPA or CPRA, or a resident of another jurisdiction under other applicable Privacy Law), Franchisee shall inform Franchisor of that request within one business day and cooperate with Franchisor to ensure that the consumer receives an appropriate and timely acknowledgement and response;

(6) Franchisee will implement reasonable security procedures and practices appropriate to the Customer Information it collects, retains, uses or discloses, in order to protect it from unauthorized or illegal access, including following minimum requirements that may be set forth in the Business Systems Manuals;

(7) Franchisee will cooperate with Franchisor if Franchisor seeks to ensure that Franchisee has collected, retained, used, or disclosed Customer Information consistent with Privacy Laws and this Agreement, including but not limited to providing Franchisor with requested compliance documents, or allowing Franchisor to assess, audit, or test Franchisee's privacy and security controls at least annually;

(8) Franchisee will cooperate with Franchisor to stop or remediate any unauthorized use of Customer Information, including verifying that Franchisee no longer retains or processes any personal information that a consumer has asked Franchisee or Franchisor to delete under applicable Privacy Laws; and

(9) Franchisee will notify Franchisor immediately if Franchisee determines it cannot meet its obligations under Privacy Laws or this Agreement regarding its collection, retention, use, or disclosure of Customer Information.

(d) Franchisee certifies that it understands the restrictions in Paragraphs (1) – (9) of section 9.6(c) and will comply with them. Franchisee also acknowledges and agrees that Franchisor may modify these restrictions from time to time by written notice to Franchisee, by issuing updates to Franchisor's standards and policies pertaining to Privacy Laws, including by adding other similar restrictions that may be required under other state or federal Privacy Laws, and Franchisee agrees to comply with the same. Franchisee also agrees to execute any addenda that Franchisor may determine are required to conform this Agreement to new or changed Privacy Laws.

To the extent that Franchisee engages a third party to collect, use, sell, share, store, disclose, analyze, delete, modify, or to otherwise perform any processing of Customer Information for the purpose of operating the Store (a "**Subprocessor**"), Franchisee will notify Franchisor of such engagement, which shall be governed by a written contract that includes the same restrictions as in Paragraphs (1) – (9) of section 9.6(c) and imposes reasonable confidentiality obligations and privacy and security controls on the Subprocessor.

9.7 Ethical Business Conduct. Franchisee agrees to adhere to good business practices, observing high standards of honesty, integrity, fair dealing and ethical business conduct and good faith in all business dealings with customers, vendors, Franchisee's employees, Franchisor's corporate employees, and all other Circle K franchisees. Franchisee must not engage in deceptive, misleading or unethical practices or conduct that may have a negative impact on the reputation and goodwill associated with the Marks.

9.8 Crisis Situations. In the interest of protecting the Circle K brand, the Marks and the Business System, Franchisor has the sole and absolute right to determine a response, including what steps will be taken and what communications will be made, in instances of a Crisis, and Franchisee agrees to comply with and implement Franchisor's directions in response to a Crisis. "**Crisis**" means an event or development that negatively impacts the Circle K brand or the Business System in such a way that Franchisor determines may cause substantial harm or injury to the Marks, the Business System, or the reputation or image of the Circle K brand.

9.9 Improvements. All ideas, concepts, techniques, or materials concerning the Business System whether or not protectable intellectual property and whether created by or for Franchisee or its owners or employees, must be promptly disclosed to Franchisor and will be deemed to be solely and exclusively our property, part of the Business System and works made-for-hire for us. To the extent any item does not qualify as a "work made-for-hire" for Franchisor, Franchisee must assign ownership of that item, and all related rights to that item, to Franchisor and Franchisee must take whatever action (including signing assignment or other documents) Franchisor requests to show its ownership or to help Franchisor obtain intellectual property rights in the item.

ARTICLE 10
NON-COMPETITION

10.1 Covenant Not to Compete. Franchisee, on behalf of itself, its owners and Affiliates, and the Guarantors: (A) acknowledges that, pursuant to this Agreement, Franchisee's owners, principals or officers, and employees will receive specialized training from Franchisor and access to Franchisor's research and development, trade secrets and other Confidential Information pertaining to the Business System and the operation of Circle K Stores; and (B) agree that they will not, during the Term of this Agreement, on their own account or as an employee, agent, consultant, partner, manager, officer, director, owner or other representative of any other person, firm, partnership, corporation or other entity, own, operate, lease, franchise, conduct, engage in, advise, be connected with, have any interest in, or assist any person or entity engaged in, any other convenience retail business, or other related business that is in any way competitive with or similar to Circle K Stores, that is located within two (2) miles of any Circle K Store, except with the prior written consent of Franchisor.

ARTICLE 11
ELECTRONIC POINT OF SALE SYSTEM; REPORTS, INSPECTIONS AND FINANCIAL STATEMENTS

11.1 EPOS System, Computer Systems and Internet Access. Franchisee shall purchase, install and maintain, at Franchisee's expense, an electronic point-of-sale cash register system, designated by Franchisor that meets standards and specifications established by Franchisor, as modified by Franchisor from time to time in response to business, operations and marketing conditions (the "**EPOS System**"). In addition to the EPOS System, Franchisee must purchase, install and maintain, at its expense, a back-office computer system, including without limitation both hardware and software, or other existing or future communication or data storage systems, designated by Franchisor which meet standards and specifications established by Franchisor, as modified by Franchisor from time to time in response to business, operations and marketing conditions (collectively "**Computer Systems**"). Franchisee must purchase the EPOS System and any required Computer Systems from a source or sources designated by Franchisor. Franchisor has the right to designate a single source from whom Franchisee must purchase the EPOS System or any required Computer Systems, any components thereof or associated service. Franchisee agrees that Franchisor will have full, including electronic, access to Franchisee's EPOS System and any required Computer Systems and the Store-related data and information these systems collect and store at all times, in order for Franchisor to have the ability to monitor Franchisee's daily sales and business activity. Franchisee may not utilize any other payment device or system (in addition to the EPOS System and the Computer Systems) in the operation of the Store without Franchisor's prior written approval. Franchisee also agrees to purchase, install and maintain one or more additional DSL or high-speed lines or other future required communication access device designated exclusively for the EPOS System and any required Computer Systems. Franchisor has the right to designate the specifications of any future required communication access device. Franchisee agrees to transmit daily item level sales data through the Franchisor approved Back Office System on a daily basis via the DSL or high-speed internet line, or other future required communication access device, in accordance with Franchisor's transmission protocol. In addition, Franchisee agrees that at all times Franchisee shall have high speed internet access through an established service provider, maintain an active e-mail account on the internet, and keep Franchisor informed of the e-mail address for such account. Franchisor's proprietary software will be licensed to Franchisee pursuant to the Electronic Point of Sale and Software Agreement attached hereto as Exhibit 2 (the "**Software Agreement**"), which Franchisee is required to execute, and Franchisee

will be required to pay a monthly fee set forth in the Software Agreement. Franchisee will be solely responsible for performing all recordkeeping duties and all such records will be maintained according to the mandatory provisions of the Business Systems Manuals. Franchisor reserves the right to require Franchisee to enter into a separate agreement with a third party designated by Franchisor covering the use and maintenance of the systems required for the Store, including the EPOS System and/or any other Computer Systems or communication software Franchisor deems necessary to operate the Store or to collect data from the Store. Franchisee acknowledges and agrees that it will not be excused from performing any of its obligations hereunder as a result of the failure or malfunction of either the EPOS System or the Computer Systems. It is Franchisee's responsibility to make sure that it is in compliance with all laws that are applicable to the EPOS System or other technology used in the operation of Franchisee's Store, including all data protection, privacy or security laws as well as payment card industry (PCI) and Europay, MasterCard and Visa (EMV) compliance.

11.2 Participation in Website or Other Online Communication Systems. Franchisor has the right to require Franchisee, at Franchisee's expense, to participate in a "Circle K" extranet website or other online communication systems. Franchisor has the right to determine the content and use of any websites or other online communication systems and will establish the rules under which its franchisees (including Franchisee) will participate. Franchisor will retain all rights relating to any website or other online communication systems and may alter or terminate the site or systems. Franchisee's use of and general conduct on any website or other online communication systems, including on any social media accounts, specifically its use of the Marks, domain names or any advertising on any website, online communication systems or social media accounts, is subject to the provisions of this Agreement. Franchisee acknowledges that certain information obtained through its participation in the extranet website or other online communication systems may be considered confidential information, including access and identification codes. Franchisee's right to participate in any website or other online communication systems (including social media accounts) or otherwise use the Marks or the Business System on the internet terminates when this Agreement expires or terminates.

11.3 Franchisor Access to Data; Reports; Financial Statements. Franchisor will have ownership of, and direct and full access to, all Store-related data and related information by such means as Franchisor may from time to time require, including without limitation, via third party vendors, direct access telephone, data transmission lines, or modem, and Franchisor may use same to the extent permitted by applicable law. Simultaneously with the payment of Royalty Fees hereunder, Franchisee will submit to Franchisor, electronically or otherwise in writing as required by Franchisor, Store sales reports that include an itemization by product/service category as required by Franchisor (e.g., merchandise sales, lottery sales, money order sales, etc.) for sales made during the previous month from the Store, which reports shall include calculation of Gross Sales and Royalty Fees, Co-Branded Fees and Promotional Fees, in such format and with such level of detail as required by Franchisor. In addition, Franchisee is required to provide Franchisor with Franchisee's monthly profit and loss statements in a format prescribed by Franchisor. Such profit and loss statements (which shall include both the relevant month and year-to-date periods) must be submitted to Franchisor within 45 days of each month-end. Additionally, Franchisee is required on a periodic basis to provide to Franchisor financial statements prepared in accordance with U.S. Generally Accepted Accounting Principles or in accordance with the federal income tax basis of accounting, including, without limitation, annual financial statements (including balance

sheet, profit and loss statement and cash flows statement) within 90 days of the end of each calendar year. All reporting requirements are more fully set forth in the mandatory provisions of the Business Systems Manuals.

11.4 Franchisor's Audit Rights. Within 48 hours after receiving notice from Franchisor, Franchisee will make all of its financial records, books, ledgers, work papers, accounts, bank statements, tax returns, sales tax returns, and other financial information pertaining to the Store (including any Additional Business) (collectively, "**Books and Records**") available to Franchisor at all reasonable times for review and audit by Franchisor or its designee, and Franchisee will fully cooperate with Franchisor in connection with the audit. Without limiting the foregoing, as part of the audit, Franchisor has the right to evaluate, remotely or at the Store premises, Franchisee's compliance with its obligations regarding Customer Information. The Books and Records for each fiscal year will be kept in a secure place by Franchisee and will be available for audit by Franchisor for at least five (5) years from the termination, expiration, or Transfer of this Agreement. If an audit by Franchisor determines that the actual Gross Sales were understated by Franchisee by more than two percent (2%), then Franchisee will immediately pay to Franchisor any identified deficiency in Royalty Fees, Promotional Fees, or other amounts owed to Franchisor hereunder (plus interest as provided in Section 5.6), and will reimburse Franchisor for all costs and expenses incurred by Franchisor in connection with the audit (including salaries of Franchisor's employees or designees, travel costs, room and board, and audit fees).

11.5 Tax Returns. Upon Franchisor's request, Franchisee will provide Franchisor with a true and complete copy of all federal, state, and local sales and income tax returns relating to the Store (including any Additional Business), and Franchisee hereby waives any privilege pertaining thereto.

11.6 Accounting Forms. Franchisee will, at its own expense, use such bookkeeping and recording forms, sales slips, invoices, purchase order forms, reprints, and other miscellaneous operating forms in the operation of the Store as Franchisor may require from time to time.

11.7 Delinquent Reports. If Franchisee fails to provide to Franchisor when due any sales, financial statement, or other reports that Franchisee is obligated to provide to Franchisor, and such failure continues for a period of ten (10) days past the due date, (a) Franchisee will pay to Franchisor a late fee with respect to each such report in the amount of Twenty-Five Dollars ($25.00) per day beginning with the eleventh (11) day after the date due and (b) Franchisor may, but is not obligated to, charge Franchisee for such month the Royalty Fees, Co-Branded Fees and Promotional Fees that were due for the most recent month for which the required reports and sales information were submitted. If Franchisee subsequently submits the missing report/sales information, Franchisor shall reconcile the amounts actually collected from Franchisee against amounts owed for the relevant time period and either issue a corresponding credit to Franchisee or charge Franchisee an additional amount. The imposition of late reporting fees will be in addition to, and not in lieu of, any other remedy available to Franchisor for failure to report.

ARTICLE 12
SERVICES PROVIDED BY FRANCHISOR

12.1 Franchisor's Services. Consistent with Franchisor's uniformity requirements and quality standards, Franchisor or its authorized representative may, at its sole cost and expense:

(A) provide Franchisee with a written schedule of all furniture, fixtures, supplies and equipment necessary and required for the operation of the Store, and, upon Franchisee's request, provide Franchisee with recommendations regarding obtaining products, securing vendors, and establishing purchasing, selling, and pricing strategies (Franchisor may, from time to time, make suggestions to Franchisee with regard to pricing policies. Although Franchisee generally has the right to establish prices for the products and services it sells, Franchisor reserves the right to establish and enforce prices, both minimum and maximum, to the extent permitted by applicable law.);

(B) inspect the Store (including any Additional Business), from time to time as Franchisor determines, at any time during hours that the Store is required to be open for the purpose of determining whether the Store (and/or such Additional Business) is being operated in conformity with this Agreement and the mandatory provisions of the Business Systems Manuals. Franchisor also reserves the right to hire independent professional shoppers to provide an evaluation of the Store (and/or Additional Business) operations. Upon notice from Franchisor, Franchisee will immediately take such steps as may be necessary to correct deficiencies detected during any such inspections, including, without limitation, immediately desisting from the further use of any equipment, advertising materials, products, supplies, or methods and services that do not conform to Franchisor's then-current standards and specifications. If Franchisee fails to operate the Store (and/or any Additional Business) in conformity with this Agreement and the mandatory provisions of the Business Systems Manuals and fails to promptly remedy any non-compliance after being advised of the same by Franchisor, Franchisor will have the right to terminate this Agreement (or Franchisee's right to operate the Additional Business, as applicable) without providing any further right to cure such non-compliance. In addition, Franchisee will reimburse Franchisor for any expenses incurred by Franchisor to fix, correct, or remedy any deficiencies found in Franchisee's operations;

(C) upon Franchisee's request, assist Franchisee in preparing or otherwise developing Franchisee's own advertising programs;

(D) render advisory services from time to time pertaining to the operation of the Store; and

(E) provide Franchisee with access to the Business Systems Manuals, either electronically, on the Circle K franchise extranet or in hard copy format, as determined by Franchisor.

12.2 Third-Party Management Firm. Franchisor will select a third-party management firm to assist Franchisee with the development and construction of the Store. The services provided by this third-party management firm will vary depending on the construction and equipment needed to construct or convert the Store to the Business Systems' standards and

requirements. Franchisee will be responsible for all costs associated with the use of the management firm, a portion of which costs will be covered by the Equipment/Construction Funding, if applicable, as determined by Franchisor.

ARTICLE 13
INSURANCE

13.1 General Liability. Franchisee will procure and maintain in full force and effect, at its sole cost and expense, Commercial General Liability coverage insuring Franchisee from and against any and all loss, liability, claim or expense of any kind whatsoever associated with the operation, condition, use, business or occupancy of the Store. The Commercial General Liability policy will cover bodily injury, personal injury, property damage, contractual liability, products liability, premises liability, advertising liability and completed operations. This coverage will include the surrounding premises or area, the parking area, and the sidewalks of the Franchised Location. Minimum limits for these coverages will be One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate.

13.2 Business Automobile. Franchisee will procure and maintain in full force and effect, at its sole cost and expense, comprehensive automobile liability coverage insuring Franchisee from and against any and all loss, liability, claim or expense resulting from the use, operation or maintenance of any automobile or motor vehicle owned, non-owned or leased by Franchisee or used by Franchisee or any of its employees or agents in connection with the Franchised Business. Minimum limits for these coverages will be One Million Dollars ($1,000,000) for bodily injury and property damage, including personal injury, per occurrence.

13.3 Umbrella or Excess. Franchisee will procure and maintain in full force and effect, at its sole cost and expense, Umbrella or Excess Insurance of at least One Million Dollars ($1,000,000).

13.4 Commercial Property. Franchisee will, where appropriate, also maintain "all risk", full replacement cost coverage for buildings (if applicable), machinery and equipment, including boiler coverage (if applicable), fixtures, furnishings, inventory, including spoilage and contamination, signs, and property of others in the care, custody, and control of Franchisee. Business interruption insurance for a minimum of six (6) months and extra expense coverage must also be included.

13.5 Liquor Liability. If Franchisee sells any alcoholic beverages, Franchisee will procure and maintain in full force and effect, at its sole cost and expense, Liquor Liability Insurance Coverage insuring Franchisee from and against any and all loss, liability, claim or expense of any kind whatsoever associated with the sale or distribution of any alcoholic beverages. The minimum limit for this coverage will be at least One Million Dollars ($1,000,000) per occurrence with an aggregate of Two Million Dollars ($2,000,000).

13.6 Insurance Required By Law. Franchisee will, at its sole cost and expense, procure and pay for all other insurance required by state or federal law, including workers' compensation insurance (whether or not workers' compensation insurance is required by the state in which the

Store is located) with Employers Liability limits of at least Five Hundred Thousand Dollars ($500,000).

13.7 Other Insurance. Franchisee will, at its sole cost and expense, also procure and maintain all insurance required under the Lease and any mortgage, deed of trust, contract for deed or any other contract in connection with the Franchised Location or the Store. Without in any way limiting the obligation of Franchisee to indemnify Franchisor as specified herein or to provide insurance with respect to operations performed pursuant to this Agreement, as further specified above, if the Franchised Location also stores and sells motor fuel, Franchisee shall, at all times, comply with all Federal, State and local laws applicable to the ownership and operation of commercial underground storage tanks ("USTs"), including but not limited to requirements to maintain financial assurance for the USTs. The financial assurance obligation may be satisfied through participation in state administered UST funds, or where no such UST funds are applicable or available, then commercial UST insurance shall be maintained in accordance with applicable financial assurance requirements. If Franchisee elects to maintain financial assurance through another means (e.g., self-insurance or standby trust), Franchisee must provide evidence of same to Franchisor.

13.8 Minimum Requirements. Franchisee acknowledges that the foregoing are minimum requested insurance requirements, and Franchisor in no way suggests or represents itself as a professional insurance advisor.

13.9 Additional Insured. The insurance policies required above, except for Workers' Compensation and Employer's Liability Insurance, shall name Franchisor and its Affiliates, and their respective agents, assigns, employees, directors and officers as additional insureds.

Additional insured status shall include, without limitation, coverage for ongoing and completed operations. The additional insured endorsement form shall be ISO CG 20-26 or any other form that provides comparable coverage and is approved in writing by Franchisor. Additional insured coverage shall not be limited to vicarious liability and shall extend to (and there shall be no endorsement limiting coverage for) the negligent acts, errors or omissions of Franchisor or other additional insureds. Franchisee shall maintain such additional insured status for Franchisor and the other additional insureds on its insurance policies continuously during the Term.

13.10 Certificate of Insurance. Franchisee shall provide to Franchisor or Franchisor's designee a certificate of insurance prior to the Open Date and throughout the Term (upon Franchisor's request and upon each renewal of an insurance policy) demonstrating compliance with the requirements of this Article 13. Franchisor's failure to demand delivery of a certificate shall not be a waiver by Franchisor of Franchisee's obligation to furnish either a complying certificate or the required insurance coverage.

13.11 Subcontractors and Approved Third-Party Operators. Franchisee shall ensure that all vendors hired to help Franchisee fulfill its obligations under this Agreement and any Approved Third-Party Operators have adequate insurance. Franchisee shall be responsible for the actions or inactions of all vendors and Approved Third-Party Operators. The term "**vendors**" shall mean and

include any individual or entity hired by Franchisee to assist Franchisee to perform any of Franchisee's duties under this Agreement.

13.12 Waiver of Subrogation. The Workers' Compensation and Employer's Liability insurance policy shall include a waiver of subrogation in favor of Franchisor.

13.13 Cross Liability. All insurance policies required shall include a cross-liability and severability of interest clauses applicable to Franchisor, providing coverage for claims by one insured against another insured and coverage to one insured regardless of the actions of the other insureds.

13.14 Primary Coverage. All insurance policies shall include a clause expressly providing that such policies are primary insurance and not excess over or contributory with any other valid, existing or applicable insurance carried by Franchisor, its Affiliates, agents, employees, directors and officers.

13.15 Policy Cancellation. Franchisee's insurance shall provide for thirty (30) days' written notice to all named and additional insureds of any cancellation or material change to the insurance contracts.

13.16 Policy Rating. Franchisee shall obtain required insurance policies from insurers that are acceptable to Franchisor, which shall include only those insurers licensed (admitted) in the state or states within which this Agreement is to be performed, and with an A.M. Best Rating of A- VIII or better.

13.17 Financial Responsibility. Franchisee shall be responsible for all deductibles under the required policies of insurance. Franchisor may permit self-insurance by prior written approval. Franchisor shall have the exclusive right to accept or deny Franchisee's request to self-insure.

13.18 Obligations. The insurance required by this Agreement shall not limit or restrict Franchisee's defense and indemnity obligations to Franchisor. Conversely, the insurance requirements of this Agreement shall not be limited or restricted by any legal limitation on the obligations of Franchisee to indemnify Franchisor. Franchisee's obligation to obtain and maintain the foregoing policies in the amounts specified shall not be limited in any way by reason of any insurance that may be maintained by Franchisor.

ARTICLE 14
DEFAULT; TERMINATION RIGHTS

14.1 Franchisor's Immediate Termination Right Without Notice. This Agreement will automatically terminate, without notice, and without Franchisee being afforded an opportunity to cure, if: (a) Franchisee, any Guarantor, or any of their Affiliates makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent, files or acquiesces in the filing of a petition seeking reorganization or arrangement under any federal or state bankruptcy or insolvency law, or consents or acquiesces in the appointment of a trustee or receiver for Franchisee, such Guarantor, Affiliate or the Store, (b) proceedings are commenced to have Franchisee or any such other person or entity adjudicated bankrupt or to seek a reorganization of any such person or entity under any state or federal bankruptcy or insolvency

law and such proceedings are not dismissed within sixty (60) days, or (c) a trustee or receiver is appointed for Franchisee, or any such other person or entity, or the Store, without such person or entity's consent and the appointment is not vacated within sixty (60) days.

14.2 Franchisor's Immediate Termination Rights With Notice. Franchisee will be in a material breach of this Agreement, and Franchisor may, at its option, terminate this Agreement and all rights granted to Franchisee hereunder at any time during the Term without prejudice to Franchisor's enforcement of any other legal right or remedy, immediately upon giving written notice of such termination and the reason(s) therefor, and without providing Franchisee an opportunity to cure, effective immediately upon Franchisee's receipt of the notice of termination, upon the occurrence of any of the following events:

(A) Franchisee's Failure to Meet Initial Qualifications. If Franchisor determines that: (i) any financial, personal or other information provided by Franchisee to Franchisor is materially false, misleading, incomplete or inaccurate; or (ii) Franchisee lacks the requisite business experience or is otherwise determined to be incapable of properly managing the Store.

(B) Abandonment. Franchisee fails to keep the Franchised Location open for business during the hours set forth in Section 8.3(B) for a continuous period of three (3) or more consecutive days (or for any shorter period after which it is not unreasonable for Franchisor to conclude that Franchisee does not intend to continue the operation of the Franchised Location) unless the Franchised Location is closed by reason of an event beyond the control of Franchisee and not caused directly or indirectly by Franchisee's negligence, willful misconduct, or financial inability, or unless Franchisor has consented in writing to said closing.

(C) Misconduct. Franchisee makes any material misrepresentation in this Agreement or in any documents, interviews, or business discussions relating to Franchisee's acquisition of the Store, or Franchisee engages in conduct that reflects materially and unfavorably upon the reputation of the Business System.

(D) Multiple Defaults. Franchisee materially defaults under this Agreement or commits breaches under this Agreement on three (3) or more occasions in any eighteen (18) month period, regardless of whether such defaults or breaches are cured, or if Franchisee fails to materially operate the Store in accordance with the mandatory provisions of the Business Systems Manuals and fails to promptly conform to the standards specified therein.

(E) Seizure. The Store, the Franchised Location, this Agreement, or any assets relating to the Store are seized, taken over, or foreclosed by a government official in the exercise of his duties, or by a creditor, lien holder, or lessor, provided a final judgment against Franchisee remains unsatisfied for thirty (30) days (unless a bond has been filed), or if a levy of execution or other judicial seizure is made on any such property and is not discharged within five (5) days.

(F) Criminal Acts. If Franchisee, any owner of Franchisee or any Affiliate of Franchisee is convicted of or pleads nolo contendere to a felony, any crime involving moral turpitude, or other misconduct relevant to the operation of the Store or injurious to the reputation of the Business System.

(G) Expiration or Termination of the Lease/Sublease. If the Lease (or any underlying lease related to the Franchised Location) is cancelled, expires or is terminated and not renewed.

(H) Violation of Law. Franchisee permits a violation of any law, ordinance, rule, or regulation of a governmental agency to continue for more than ten (10) days, in the absence of a good faith dispute over its application or legality and without promptly resorting to an appropriate administrative or judicial forum for relief therefrom.

(I) Misuse of Marks. Franchisee misuses or makes any unauthorized use of the Marks or any other identifying characteristic of the Business System, or otherwise materially impairs the goodwill associated therewith or Franchisor's rights therein.

(J) Understatement of Gross Sales; False Reports. Franchisee intentionally understates Gross Sales by two percent (2%) or more in any sales report or if Franchisee falsely reports information required to be reported to Franchisor.

(K) Unauthorized Transfer. Franchisee purports to transfer any rights or obligations arising under this Agreement to any third party without Franchisor's prior written consent and in compliance with the terms hereof, including, but not limited to, any unapproved transfer by operation of law.

(L) Construction/Opening. Franchisee fails to construct and open the Store in accordance with Section 2.1 and Article 7.

(M) Termination of Another Agreement with Franchisor or Its Affiliate. Another agreement between Franchisee (or its Affiliate) and Franchisor (or its Affiliate) is terminated due to Franchisee's (or its Affiliate's) default under such agreement.

14.3 Other Conditions of Breach. In addition to the other rights of termination contained in this Agreement, Franchisee will be in material breach of this Agreement for any failure to comply substantially with any of the terms or conditions of this Agreement, or to carry out the terms and conditions of this Agreement in good faith. Such material breaches will include, but are not limited to, the occurrence of any of the following events:

(A) Non-Payment of Fees. If Franchisee fails, refuses, or neglects to promptly pay when due any monies owing to Franchisor or any of its Affiliates, or if Franchisee fails to satisfy any third-party obligations with respect to the operation of the Store, Franchisee must remit such monies to Franchisor or satisfy such third-party obligations, as the case may be, within five (5) days after receiving notice from Franchisor of the same.

(B) Reports and Financial Statements. If Franchisee fails to submit any Store report or any financial statement required by Franchisor when due or upon a request therefor from Franchisor.

(C) Breach of Other Agreements. If Franchisee fails to comply with the terms of this Agreement or any other related agreement with Franchisor or any Affiliate for the

Franchised Location, including without limitation, any financing agreements or the Software Agreement.

(D) Required Training. If Franchisee or Franchisee's Store Manager fails to successfully complete any required training programs to the satisfaction of Franchisor.

(E) Operations. If Franchisee fails to maintain or operate the Store in accordance with the specifications contained in the mandatory provisions of the Business Systems Manuals, or in a clean, orderly, and safe manner.

(F) Lapse of Insurance. Any required insurance coverage of the Store lapses for a period of more than five (5) days for any reason. In any such case, Franchisor shall have the right to obtain the types and amounts of insurance coverage specified in Article 13 hereof and charge the cost and expense for any such premiums to Franchisee's account.

(G) Failure to Obtain Permits or Licenses. Franchisee fails to obtain any necessary permits or licenses required for the operation of the Store, including but not limited to, the sale of liquor or tobacco, or such permits or licenses are suspended or canceled.

(H) Sale of Tobacco or Alcohol to Minors. The Store violates the youth access laws with respect to the sale of tobacco and/or alcohol to underage persons or Franchisee fails to notify Franchisor within five (5) days, in writing, of any notices of violation received from local, state, or federal authorities concerning the sale of tobacco and/or alcohol to minors.

(I) Operation of Additional Business without Approval. Franchisee opens and operates an Additional Business without Franchisor's prior approval in violation of Section 5.3.

14.4 Notice of Breach; Cure Period; Termination. Franchisor shall have the right to terminate this Agreement if Franchisee has failed to cure the alleged breach specified in Section 14.3 within the applicable cure period specifically provided for in Section 14.3, or within thirty (30) days (for breaches described in Section 14.3 where a cure period is not specified in Section 14.3), as applicable, after receipt of a written notice of default from Franchisor, subject to Section 14.5.

14.5 Extended Cure Period. If Franchisee breaches any provision of this Agreement which permits a cure period, but the default by its nature cannot reasonably be cured within the time allotted for cure, Franchisee will be entitled to such additional time to cure the alleged breach as Franchisor deems reasonable. Franchisee will not be entitled to an extension as provided in this Section 14.5 if the default or delay is caused, directly or indirectly, by Franchisee's financial inability, negligence or willful misconduct. In addition, if any law applicable to this Agreement requires additional notice or a longer notice period than specified herein, this Agreement will be deemed to be automatically amended to conform to the requirements of such law.

14.6 Cross-Default with Related and Unrelated Agreements. At Franchisor's election, any default by Franchisee under this Agreement may simultaneously constitute a default by Franchisee or Franchisee's Affiliate of each and every other related agreement with Franchisor or any Affiliate, including, but not limited to any financing agreements, motor fuel agreement, branding agreement and the Software Agreement, regardless of whether such other agreements

may in fact be properly and fully performed by Franchisee. Further, at Franchisor's election, any default by Franchisee in any other agreement between Franchisee or Franchisee's Affiliate and Franchisor or Franchisor's Affiliate may simultaneously constitute a default by Franchisee under this Agreement notwithstanding that at such time Franchisee may be fully and promptly performing its obligations hereunder.

14.7 Rights and Obligations upon Expiration or Termination. Upon expiration or termination of this Agreement for any reason, Franchisee will:

(A) within five (5) days, pay all Royalty Fees, Promotional Fees, and any other amounts owed to Franchisor, suppliers, or vendors, including the outstanding principal amounts and accrued interest on any notes or evidences of indebtedness of Franchisee payable to Franchisor or any Affiliates. The payment to Franchisor of all amounts owing will be accelerated on all debt obligations which had been the subject of payment schedules even if payment was then being made promptly according to the agreed schedule. Franchisee hereby grants to Franchisor a lien and security interest against any and all personal property, equipment, and fixtures owned by Franchisee and used in connection with the Store as security for the payment of such obligations;

(B) immediately pay, as fair and reasonable liquidated damages ("**Liquidated Damages**"), an amount equal to (i) the lesser of (x) 48 or (y) the remaining number of months under the Term, *multiplied by* (ii) the average monthly Royalty Fee payments (calculated in accordance with Section 5.2) payable by Franchisee hereunder for the 12 months preceding the termination (during which time the Franchisee was in Good Standing under this Agreement), or for a shorter period commencing with the Effective Date of this Agreement if this Agreement is terminated in the first 12 months of the Term. If the Store has never been opened and therefore has no history of Royalty Fee payments, the Liquidated Damages will be calculated based on the average monthly Gross Sales of all Circle K franchisees located in the state where the Franchised Location is located for the 12-month period immediately preceding the termination. If there are no Circle K franchisees located in such state, the calculation will be based on the average monthly Gross Sales of all Circle K franchisees located in the United States. Notwithstanding the foregoing, in any and all cases, the average monthly Royalty Fee payment amount used in the Liquidated Damages calculation shall be no less than $1,000 since that is the minimum required monthly Royalty Fee. Franchisor and Franchisee acknowledge and agree that the termination of this Agreement will result in Franchisor incurring damages based on lost revenues from Royalty Fees and other amounts payable by Franchisee if the Franchised Location is no longer a Circle K Store, and that it will be difficult to calculate with certainty the amount of damages Franchisor will incur. The provisions of this Section 14.7(B) do not apply if the Agreement expires at the end of its initial Term or is terminated due to (i) Franchisee's (or if Franchisee is an entity, Principal Equity Holder's) death; (ii) Franchisee's (or if Franchisee is an entity, Principal Equity Holder's) incapacity for at least 90 consecutive days, in either case which event results in Franchisee's (or if Franchisee is an entity, Principal Equity Holder's) inability to personally operate the Store; (iii) condemnation or other taking, in whole or in part, of the Franchised Location due to eminent domain; (iv) destruction of all or a substantial part of the Franchised Location through no fault of Franchisee; (v) Franchisee's failure to secure the necessary permits for the construction of the Store or (vi) a determination made by Franchisor in good faith and in the normal course of business to withdraw from marketing in the geographical area in which the Store is located. Notwithstanding the foregoing, if a court determines that the payment under this Section 14.7(B)

is unenforceable, then Franchisor may pursue all other available remedies, including consequential damages to the extent proved;

(C) immediately discontinue all use of the Marks and the Business System. Franchisee will cease displaying and using, and will return to Franchisor, all copies of the Business Systems Manuals, other Confidential Information, all signs, stationery, letterheads, forms, printed matter, electronically stored data, advertising, and other materials required to be returned in accordance with this Agreement, and will cease using the Marks and any name, logo, slogans, or symbols or other designations that may mislead or confuse the public or suggest association between Franchisee and Franchisor or the Business System, except only to the extent that the Marks appear as labels or identification of products, inventory or other Business Assets that are being purchased by Franchisor under Section 16.1. Franchisee will not thereafter operate, advertise, or do business under any name or in any manner in violation of this Section 14.7. Franchisee will promptly make reasonable modifications to the exterior and interior of the Franchised Location to eliminate Franchisee's former identification as a franchisee of Franchisor, including, but not limited to, removing all signs that contain the Marks; provided, however that Franchisor may waive (partially or entirely) this requirement if Franchisor is exercising its rights under Section 14.7(D). Subject to Section 14.7(D), if Franchisee fails to debrand the interior or exterior of the Franchised Location to Franchisor's satisfaction, Franchisor may hire a third party to complete the debrand of the Franchised Location and Franchisor will charge Franchisee for all costs associated with the debranding process. Franchisee will promptly execute and file an assignment of its fictitious business name and any other similar filings and take such additional actions as may be necessary to abandon use of any fictitious business name and any social media account containing or using any of the Marks. At Franchisor's request, Franchisee will assign to Franchisor or its nominee all telephone numbers and listings, including social media accounts, used in the operation of the Store. Franchisee will, immediately upon Franchisor's request so that Franchisor may protect its interest in the Marks and the Confidential Information, permit Franchisor or its designees to access the Franchised Location to remove the signage or materials containing the Marks and otherwise to secure Franchisee's compliance with this Section 14.7. If Franchisee continues to operate a convenience store business at the Franchised Location after the termination of this Agreement, Franchisee will prominently display a notice to the public on the premises for a period of not less than six (6) months after termination indicating that it is no longer a Circle K franchisee or an authorized franchisee under the Business System;

(D) for a period of twelve months subsequent to expiration or termination of this Agreement, Franchisee will be subject to the provisions of Article 16;

(E) if Franchisor exercises (in its sole discretion) its purchase right under Section 16.1 or if Franchisor is the lessor under the Lease, then, upon request by Franchisor, peaceably surrender possession, occupancy, control and use of the Franchised Location to Franchisor or its designee. Franchisee will, at the request of Franchisor, promptly execute assignments or other transfer documentation in the form requested by Franchisor to perfect the transfer to Franchisor or its designee of Franchisee's interest in or to the right to use and occupy the Franchised Location. The assumption of possession, occupancy and control of the Franchised Location by Franchisor (or its designee) will not relieve Franchisee of any outstanding unpaid obligations that may have accrued prior to the time of assumption of control by Franchisor (or its designee); all such obligations will remain the obligations of Franchisee. If Franchisor elects not

to assume possession and control of the Franchised Location, Franchisee will, at Franchisee's expense, make such modifications or alterations thereto immediately upon termination or expiration of this Agreement as Franchisor may demand to prevent the operation of any business therein being confused by the public with a business affiliated with Franchisor for any purpose and will otherwise comply with its obligations under this Section 14.7, including without limitation Section 14.7(C). If Franchisee owns or leases the Franchised Location from someone other than the Franchisor or its Affiliates, this provision does not apply;

(F) reimburse Franchisor (i) the entire amount of the Equipment/Construction Funding, if the termination occurs during the first thirty-six (36) months of the Term, or (ii) if the termination occurs after the first thirty-six (36) months of the Term, the entire amount of the Equipment/Construction Funding, less $1/120^{th}$ of such amount for each full month the Store was open and operating in full compliance with the terms of this Agreement, including, but not limited to the timely and full payment of all applicable Royalty Fees and Promotional Fees; and

(G) not remove from the Franchised Location any inventory, equipment or software that is the subject of the Software Agreement or any franchise or license agreement or security agreement with Franchisor or any other party for so long as there remain obligations of Franchisee to Franchisor. Franchisee will give Franchisor and its designated representatives full access to the Franchised Location and all of Franchisee's books and records at any time during customary business hours to conduct any inventory counts and determine the value of the assets. The inventory of good and saleable merchandise will be valued at cost in accordance with the retail inventory accounting method then used by Franchisor. The value of any good and salable equipment owned by Franchisee will in no event exceed the lesser of (i) fair market value or (ii) book value of equipment on the date of expiration or termination of this Agreement. No value will be assigned to unsaleable merchandise and equipment, and Franchisor may direct Franchisee to remove such items from the Franchised Location. The value of such saleable inventory and equipment may, in Franchisor's sole discretion and to the extent that it does not infringe upon the security rights of others, be credited to any outstanding obligations of Franchisee to Franchisor and its ownership will be transferred to Franchisor if so credited. If the value of the unencumbered saleable inventory and equipment exceeds the amount owed by Franchisee to Franchisor on the date of expiration or termination of this Agreement, Franchisor may select that inventory and equipment the value of which it wishes to apply to the outstanding debt of Franchisee to Franchisor and return the balance of unencumbered inventory and equipment to Franchisee and Franchisee may dispose of such inventory and equipment, subject to compliance with the other terms of this Section 14.7.

14.8 Interim Period. If this Agreement expires without Franchisee properly exercising its renewal right and Franchisee continues to accept the benefits of this Agreement thereafter, then, at Franchisor's option, Franchisor may treat this Agreement either as: (i) expired as of the date of expiration, with Franchisee then illegally operating a franchise in violation of Franchisor's rights and this Agreement; or (ii) continued on a month-to-month basis (the "**Interim Period**") until both parties agree to enter into Franchisor's then-current form of franchise agreement for a renewal term or until one party provides the other with written notice of termination, in which case the Interim Period will terminate 30 days after receipt of the notice of termination. In the latter case, all of Franchisee's obligations shall remain in full force and effect during the Interim Period as if

this Agreement had not expired. All obligations and restrictions imposed on Franchisee upon expiration of this Agreement shall take effect upon termination of the Interim Period.

ARTICLE 15
TRANSFER

15.1 Transfer by Franchisor. Franchisor may transfer, assign, pledge, and/or delegate any or all of its interests, rights, and/or obligations under this Agreement, in whole or in part, directly or indirectly, by the transfer of the assets, stock, merger, acquisition, or otherwise, without notice to or the consent of Franchisee.

15.2 Transfer by Franchisee. This Agreement is entered into by Franchisor in reliance upon and in consideration of the singular personal skills, qualifications, and representations of, and the trust and confidence reposed in, Franchisee, the Store Manager, and Franchisee's officers, directors, Principal Equity Holders, members, and partners, as the case may be. Accordingly, except as otherwise provided in this Article 15, Franchisee may not pledge, sell, assign, trade, transfer, lease, sublease or otherwise dispose of (collectively, "**Transfer**") any part of, right to, or interest in (A) the Franchised Location; (B) the Store, the Store's land and/or building, whether fee title, leasehold or other interest in real property, including all improvements, structures and fixtures; (C) the furniture, fixtures, equipment and other personal property (including all related contracts and leases) used in the Store (except for transactions involving the sale of merchandize or other inventory in the ordinary course of business or disposal or sale of obsolete equipment in the ordinary course of business); (D) this Agreement; or (E) the Franchised Business (hereinafter clauses (A) through (E) either collectively or individually referred to as the "**Business Assets**") or any corporate, partnership, limited liability company or other ownership interest in Franchisee (collectively, "**Ownership Interest**" and together with the Business Assets, collectively or individually, a "**Franchisee Interest**") without, in each case, the prior written consent of Franchisor, whose consent will not be unreasonably withheld or delayed, and compliance with the terms of this Agreement. Under no condition may Franchisee sublicense its rights hereunder. Except as allowed herein, any purported Transfer in violation of this Agreement, whether by operation of law or otherwise, will be null and void and will constitute a material breach of this Agreement, for which breach Franchisor may immediately terminate this Agreement in accordance with Section 14.2(J). Consent to a Transfer upon specified terms and conditions will not be deemed consent to a Transfer upon any other terms or conditions, nor to any other or subsequent Transfer. Such consent will be conditioned upon Franchisee being in Good Standing and having complied with the following conditions:

(A) Compliance with Law. The Transfer will have been conducted in compliance with all applicable laws, and the proposed transferee will have secured all governmental permits and licenses required to operate the Store.

(B) Qualified Assignee. Franchisee and the proposed transferee will have demonstrated to Franchisor's reasonable satisfaction that the proposed transferee, and if applicable, the person designated to be the transferee's Store Manager, and the directors, officers, and principal shareholders and partners of the transferee, as the case may be, meet all of Franchisor's then-current qualifications for new franchisees, possess the requisite business experience, including, without limitation, management and sales abilities, and possess the financial

resources to fulfill all obligations under the franchise agreement to be executed by the transferee and Franchisor with respect to the Store.

(C) Execution of Franchise Agreement. The proposed transferee will have executed Franchisor's then-current form of franchise agreement and all required related agreements and documentation, which may contain terms and conditions materially different from the terms and conditions hereof, including, without limitation, with respect to the Royalty Fee and Promotional Fee rates, territorial protection, and other material provisions. If the proposed transferee elects not to execute Franchisor's then-current form of franchise agreement, Franchisor has the right to deny the consent of such Transfer.

(D) Other Obligations. The proposed transferee will have expressly assumed in writing all of the obligations of Franchisee and executed all agreements with Franchisor or its Affiliates as required of Franchisee, appointed a Store Manager, assumed all other agreements pertaining to the Store (and all third parties to such agreements will have consented in writing to such assumptions), complied with all applicable provisions of this Agreement, and will have executed the Guaranty attached hereto.

(E) Training. The proposed transferee and its Store Manager will have successfully completed the Training Program.

(F) Transfer Fee. Prior to the proposed transferee attending training, Franchisee or proposed transferee will have paid to Franchisor a nonrefundable transfer fee in an amount equal to the initial franchise fee payable under the then-current form of franchise agreement. A minimum transfer fee of $3,000 may apply to the following circumstances: (1) the Transfer is to the spouse or adult child of Franchisee, if Franchisee is an individual, or, if Franchisee is a corporate entity or partnership and the Transfer is to the adult spouse or child of an owner of at least a majority ownership interest in Franchisee; (2) the Transfer is to a corporation (or other entity) in which Franchisee is the principal shareholder/owner retaining a majority ownership interest and Franchisee remains the officer or manager responsible for the full-time personal operation and supervision of the Store; (3) the Transfer is a transfer of any ownership interest of a partner, shareholder or other owner to another existing partner, shareholder or other owner; provided the majority partner, shareholder or other owner of Franchisee remains the same; or (4) only the name of Franchisee is changed (if Franchisee is a corporation or other entity).

(G) Right of First Refusal. Franchisee will have first offered to sell the Franchisee Interest to Franchisor in accordance with Article 16 and Franchisor will have waived its right to purchase.

(H) Upgrading. Franchisee will have agreed to perform specified upgrading and/or renovation of the Franchised Location and the Store to conform to the current standards and image then required by Franchisor of its new franchisees. All such upgrades and renovations shall be completed within nine months of the Transfer. If the transferee-franchisee fails to timely complete the required upgrades and renovations, its royalty fee rate will be increased by 1% until such time as all required upgrades and renovations have been completed and the default is cured. In addition, in such a situation, Franchisor will have the right to exercise all other rights available

to it under the transferee's franchise agreement and applicable law, including the right to terminate the franchise agreement.

(I) Releases and Subordination. Franchisee and Guarantors will have executed a release of all claims related to this Agreement, in a form acceptable to Franchisor, and Franchisee will have subordinated its rights to all payments from the transferee to all obligations of the transferee to Franchisor.

(J) Agreements. Upon Franchisor's request, Franchisee will have provided Franchisor with a complete copy of all agreements and related documentation between Franchisee and the transferee relating to the Transfer.

(K) Landlord Consent. The proposed transferee must have been accepted by the landlord in writing as a substitute tenant for the Franchised Location. Franchisor may refuse to consent to a Transfer if the proposed transferee is not acceptable to the landlord. If Franchisor is the landlord, or sublessor, for the Franchised Location, it has the right to withhold its consent as a landlord in its sole discretion.

(L) Payment of Outstanding Loans, Equipment/Construction Funding, and Fees. Franchisee must have repaid the remaining balance on any loan or the unamortized portion of the Equipment/Construction Funding provided to Franchisee. At the time of seeking Franchisor's consent to a Transfer hereunder, Franchisee must be current on all monthly fee payments due to Franchisor and its Affiliates.

15.3 Change of Ownership. If Franchisee is a corporation, limited liability company, partnership or other entity, then during the Term, Franchisee must notify Franchisor of any Transfer of any Ownership Interest in Franchisee, including, without limitation, any assignment of the legal, beneficial, or voting rights therein, which notice shall include the terms and conditions of such proposed Transfer. Any such Transfer which together with all prior Transfers of Ownership Interests constitutes an assignment of fifty percent (50%) or more of the Ownership Interests in Franchisee since the Effective Date, and any other action, either directly or indirectly, which results in a change in the effective control of Franchisee by those persons having effective voting control of Franchisee as of the Effective Date, will constitute a Transfer of Ownership Interest subject to the conditions of Section 15.2 and subject to the provisions of Section 16.2.

15.4 Death or Incapacity. In the event of the death or permanent incapacity of an individual Franchisee, or of any Principal Equity Holder owning a fifty percent (50%) or greater ownership interest in Franchisee, such person's executor, administrator, personal representative, successor, trustee, or heir (the "**Successor**") may seek Franchisor's approval to succeed to the Franchisee Interest owned by such deceased or incapacitated individual in accordance with the provisions of such person's will or any corporate or partnership buy-sell agreement controlling the issue of succession on death of an owner. If, within thirty (30) days of such death or incapacity, a Successor fails to obtain Franchisor's approval of the Transfer of such Franchisee Interest to such a Successor, the Successor must, within six (6) months from the date of notice of Franchisor's disapproval, Transfer such Franchisee Interest to a transferee acceptable to Franchisor, in compliance with the other provisions of this Article 15. For avoidance of doubt, any such Transfer

will constitute a Transfer subject to the conditions of Section 15.2. If such a Transfer is not concluded within the required time period, Franchisor may terminate this Agreement for breach.

15.5 Divorce/Dissolution. If Franchisee is an individual, in the event of divorce or dissolution of marriage of Franchisee, any award by court decree or court-approved property settlement agreement of a Franchisee Interest to the ex-spouse of Franchisee will be considered a Transfer requiring compliance with the provisions of this Article 15, including, without limitation, compliance by Franchisee and the ex-spouse/transferee with Section 15.2, except that such ex-spouse/ transferee will not be required to pay a Transfer Fee. If, in Franchisor's judgment, such ex-spouse/ transferee is not qualified to operate the Store or otherwise assume the Franchisee Interest, such ex-spouse/ transferee will have a period of six (6) months within which to sell the Franchisee Interest to a transferee acceptable to Franchisor, subject to the requirements of this Article 15. If such a Transfer is not concluded within the required time period, Franchisor may terminate this Agreement for breach.

ARTICLE 16
FRANCHISOR'S OPTION TO PURCHASE ASSETS

16.1 Franchisor's Right to Purchase Business Assets. During the Term and for a period of twelve months following the expiration or termination of this Agreement, Franchisee will not Transfer any interest in or any part of the Business Assets to any party, including any Affiliates of Franchisee, without first offering the same to Franchisor in a written notice that contains all material terms and conditions of the proposed Transfer (hereinafter referred to as the "**Price and Terms**"). If the Business Assets are proposed to be Transferred in conjunction with other assets not related to the Business Assets, the written offer of the "Price and Terms" of the Business Assets must be separately identified to Franchisor. This Section 16.1 does not apply to the pledge of the Business Assets (with the exception of this Agreement) by Franchisee to a bank, other financial institution or other lender made in connection with the financing of the leasehold improvements, or acquisition of furniture, fixtures, supplies and equipment, and/or the real estate and building used in the Store; provided that any such pledge is subject to the provisions of Section 15.

16.2 Transfer of Majority Interest in Franchisee. Prior to any Transfer of Ownership Interests in Franchisee that would result in a change of ownership as described under Section 15.3, Franchisee will offer to Franchisor, in writing, each and all of the Business Assets; provided, that, unless otherwise agreed to in writing by Franchisor and Franchisee, the Price and Terms for the purchase of such Business Assets shall be established by a qualified appraiser selected by the parties. If the parties cannot agree upon an appraiser, an independent qualified appraiser shall be appointed by a Judge of the United States District Court for the District in which the Franchised Location is located upon petition of either party. For purposes of this provision, Franchisee's shareholders, members, partners or other owners must comply with all other applicable terms and conditions of this Article 16 and Article 15. Further, nothing in this Section 16.2 shall be construed as a limitation on Franchisee's obligations under Article 15, including Section 15.3.

Consistent with the terms of the preceding paragraph, all stock or other certificates of ownership issued by Franchisee evidencing ownership interest in Franchisee must bear the following legend:

"The ownership interests represented by this ownership certificate are subject to a written Franchise Agreement that grants TMC Franchise Corporation (the "Franchisor") a right of first refusal to purchase these ownership interests from the owner, and any person acquiring the ownership interests represented by this ownership certificate will be subject to the terms and conditions of the Franchise Agreement between the company named on the face of this certificate and Franchisor, which includes provisions containing covenants not to compete that apply to all owners."

16.3 Notice of Purchase. The notice by Franchisee required under Section 16.1, specifying the Price and Terms of the proposed Transfer, shall also include all ancillary agreements for the Franchised Location and all information Franchisor deems necessary to evaluate the merits of the proposed Transfer, including, but not limited to, fuel volume, car wash sales and QSR sales. Franchisor will notify Franchisee once Franchisor has received all of the required information. Franchisor will have sixty (60) days from the date of such notice (or from the date of the notice required under Section 15.3 in the case of a proposed Transfer of Ownership Interest) to either waive its right to purchase or express its interest in purchasing all or a portion of the Business Assets by delivering an acceptance notice ("**Acceptance Notice**"). If Franchisor waives its right to purchase, then Franchisee may complete the Transfer of the relevant Business Assets, or Ownership Interests (as applicable), according to the Price and Terms set forth in the written notice to Franchisor (or the terms provided in the notice delivered under Section 15.3, as applicable); however, any such Transfer to a third party is expressly subject to the other terms and conditions set forth in Article 15. If Franchisee does not consummate the Transfer of the Business Assets or Ownership Interests (as applicable) upon the Price and Terms, or in the case of Ownership Interests, on the terms provided in the notice delivered under Section 15.3, within six months of the date of the original notice to Franchisor containing the Price and Terms, the offer must be made again to Franchisor as set forth in this Article 16. Franchisee's obligations to comply with all of the terms and conditions of this Agreement, including, but not limited to, its obligations to pay the Royalty Fees and Promotional Fees, and to operate the business as a Circle K Store in compliance with the terms hereof, will in no way be affected or changed because of Franchisor's rejection of Franchisee's offer to purchase the Business Assets hereunder.

16.4 Offsets. The purchase price payable by Franchisor to Franchisee under this Article 16 will be reduced by (a) all amounts owed by Franchisee to Franchisor hereunder, (b) all amounts owed by Franchisee to Franchisor or any Affiliate of Franchisor under any other agreement, (c) Franchisee's unpaid balance of the purchase price with respect to any of the assets purchased by Franchisor hereunder, or if any such assets are subject to a lien, by the balance due on the underlying indebtedness, together with (d) any interest or other charges to be paid in order for Franchisor to acquire such assets free and clear of all liens. If the amount due by Franchisee with respect to any asset exceeds its purchase price paid by Franchisor hereunder, Franchisee will remain solely liable for the difference.

16.5 Assessment of Property Condition; Purchase of Business Assets. Franchisor will have an additional 60 days from the date Franchisee receives the Acceptance Notice to complete the purchase hereunder (the "**Diligence Period**"). During the Diligence Period, Franchisor may enter the Franchised Location to inspect, test, and otherwise make an assessment of the condition

of the Business Assets subject to Acceptance Notice, including without limitation the environmental and/or geological condition of any real property included in such Business Assets, and Franchisee hereby grants Franchisor a limited license to enter the Franchised Location for such purposes; provided that any such inspection, testing, and assessment shall be made in a manner so as to minimize interference with normal operations of at the Franchised Location. Franchisor's rights hereunder shall include the right to undertake any testing, surveying, drilling or other analysis, including subsurface testing of the Franchised Location. Franchisor shall indemnify, defend and hold harmless Franchisee against any personal injury or property damage caused by Franchisor or its contractors or employees in making any such inspections, testing, or assessment; provided, however, that in no event shall Franchisor have any liability as a result of any condition of the Franchised Location discovered by Franchisor during the inspections, testing and assessments, or as a result of any statement in any report or other written statement or oral communication regarding the Franchised Location; and provided further that in no event shall Franchisor have any liability for any lost profits or business interruption suffered by Franchisee during, or as result of, any inspection, testing, or other assessment of the Franchised Location conducted by Franchisor.

Subject to offset as provided in Section 16.4, if, following the expiration of the Diligence Period, Franchisor wishes to purchase any such Business Assets hereunder, the Business Assets will be sold to Franchisor on the same price and terms set forth in the Price and Terms; provided, however (and regardless of whether the following are inconsistent with the Price and Terms), that (i) the Business Assets will be sold free and clear of all liens, liabilities or other encumbrances (including, as applicable, with any real or personal property lease payments paid in full through the date of closing of the sale); (ii) the purchase price of any inventory will not be more than the value of such inventory based upon the retail inventory accounting method then used by Franchisor; (iii) Franchisor will have the right to substitute equivalent cash for any noncash consideration included in the Price and Terms; (iv) if the written offer of the Price and Terms includes as consideration for the Business Assets an exchange of other real or personal property interests of the offeror, this shall be deemed to constitute an offer to purchase the Business Assets for a price equal to the fair market value of the real or personal property offered in exchange (the "**Exchange Property**") (plus any other consideration provided for in the Price and Terms). Franchisor is not obligated to accept Franchisees's and offeror's agreed-upon value of any Exchange Property as may be specified in the Price and Terms and may demand a determination by a neutral third-party appraiser of the fair market value of the Exchange Property. Franchisee shall bear all costs and expenses required to determine the fair market value of any Exchange Property included in the Price and Terms; and (v) Franchisor will have the right to pay in cash at closing the full present value of any post-Transfer payments contemplated under the Price and Terms using a discount rate equal to then-current prime rate as published from time to time in the Money Rates section of The Wall Street Journal or a comparable index selected by Franchisor; (vi) Franchisor will prepare the transaction documents for the Transfer, which will be on terms customary for this type of transaction (including representations and warranties, covenants, conditions, and indemnification, including indemnification for any environmental contamination of the Franchised Location), (vii) Franchisor's purchase may be limited to any assets related to the Circle K Business, and (viii) Franchisee shall cooperate and promptly undertake such action as may be requested by Franchisor to transfer any applicable permits, leases, or other rights to Franchisee.

ARTICLE 17
INDEMNIFICATION

17.1 Indemnification. Except as otherwise expressly provided in this Agreement, and without limiting Franchisor's common law rights of indemnification, Franchisee assumes sole and complete responsibility for and will, to the maximum extent permitted by law, defend, protect, indemnify, and hold harmless Franchisor, its Affiliates, and their respective directors, employees, officers, shareholders, managers, members, agents and successors and assigns (individually an "**Indemnified Party**" and collectively the "**Indemnified Parties**"), from and against any and all losses, costs, expenses, damages, and liability (including, without limitation, attorneys' fees and court costs) arising out of or relating to this Agreement, Franchisee's negligence, the operation or use of the Franchised Location or the Store, including any Additional Business, including any contracts with third parties related to the operation of the Store, or the equipment or supplies used in connection therewith, and whether arising from bodily injury, personal injury, or property damage, or any other violation of the rights of others, or in any other manner, whether incurred for an Indemnified Party's primary defense or for enforcement of its indemnification rights hereunder, on account of any personal injury, disease, or death of any person(s), damage to or loss of any property, or money damages or specific performance owed to any third party (by contract or operation of law), and any fines, penalties, assessments, environmental response costs, or injunctive obligations imposed upon any of the Indemnified Parties caused by, arising out of, or in any way incidental to, or in connection with, Franchisee's performance hereunder, or the performance, acts, or omissions by any retail customer or consumer served by Franchisee (including employees, agents, contractors, and invitees of Franchisee and Franchisee's resale customers and consumers), or any other person, including any Approved Third-Party Operator.

17.2 Risk Allocation. It is the intention of the parties hereto, in connection with an agreed allocation of risk between them, that the indemnity obligations of Franchisee are without regard to whether the negligence, fault, or strict liability of any of the Indemnified Parties is a concurrent or contributory factor, and such obligations are intended to protect the Indemnified Parties against the consequences of their own negligence, fault, or strict liability. Only those matters which are determined by a final, nonappealable judgment to be a result of the sole negligence, intentional acts, or other legal fault of any of the Indemnified Parties or defects in Franchisor's products not caused or contributed to by the negligence or fault of Franchisee or Franchisee's employees, agents, contractors, invitees, customers, or consumers will be excluded from Franchisee's duty to indemnify the Indemnified Parties under such circumstances. Such duty to defend and protect the Indemnified Parties will include, without limitation, investigation and costs of defense and settlement, including reasonable attorneys' fees up through final appeal of a trial court judgment or arbitration.

17.3 Defense of Claims. Nothing herein will limit Franchisor's right to participate in its defense with counsel of its own choosing. If Franchisor does so, Franchisee will instruct its counsel to cooperate fully with Franchisor and its counsel, including furnishing such information as Franchisor or its counsel may request. Any costs incurred by Franchisor in defending any claims will be paid by Franchisee as provided in Section 17.1.

17.4 Survival of Indemnity. Franchisee's indemnity obligations as provided in this Article 17 will survive the expiration, termination, or nonrenewal of this Agreement and the License granted hereunder.

17.5 Notification of Possible Indemnity Events. Franchisee will notify Franchisor of any event that is or may be subject to indemnity as provided herein, and which has resulted or may result in personal injury, death, disease, or destruction of property, by telephone within twenty-four (24) hours after such event and in writing within three (3) days after such event.

ARTICLE 18
DISPUTE RESOLUTION

18.1 Negotiation; Mediation. Except as expressly provided herein, the parties will attempt to settle disputes arising out of or relating to this Agreement, the parties' relationship or the Store or the Franchised Business by a meeting (either via phone conference, video conference, or in-person) of designated representatives of Franchisor and Franchisee within ten (10) days after a request by either party to the other party asking for the same. If the meeting is not held within the prescribed ten (10) day period, or such dispute is not fully resolved at this meeting, either party may initiate mediation of the dispute. The parties will designate a sole mediator, or if the parties are unable to agree upon a mediator within fourteen (14) days of initiating mediation, selection of the mediator will be governed by then-current CPR Mediation Rules under the Center for Public Resources Model Procedure for Mediation of Business Disputes. The mediation will take place within forty-five (45) days after a mediator is selected in Maricopa County, Arizona (or the county in which Franchisor's headquarters are located at the time mediation is demanded, if different). Each party will bear its own costs of mediation and share equally the mediator's fees.

18.2 Arbitration. If (a) not resolved by mediation within sixty (60) days of the selection of the mediator, or (b) at any time (including prior to initiating mediation or during mediation) a party believes that mediation would be futile (because of the other party's lack of cooperation), and except as qualified below, any dispute between Franchisor and Franchisee or their respective Affiliates arising under, out of, in connection with or in relation to this Agreement, the parties' relationship, the Store or the Franchised Business must be submitted to binding arbitration under the authority of the Federal Arbitration Act and in accordance with the Center for Public Resources Rules Non-Administered Arbitration of Business Disputes then in effect. Any arbitration must be on an individual basis and the parties and the arbitrator will have no authority or power to proceed with any claim as a class action or otherwise to join or consolidate any claim with any other claim or any other proceeding involving third parties. If a court determines that this limitation on joinder of or class action certification of claims is unenforceable, then this entire commitment to arbitrate will become null and void and the parties must submit all claims to the jurisdiction of the courts. The arbitration must take place in Maricopa County, Arizona (or the county in which Franchisor's headquarters are located at the time arbitration is demanded, if different). The arbitrator must follow the law and the terms of this Agreement. The arbitrator must have at least 5 years of significant experience in franchise law. A judgment may be entered upon the arbitration award by any state or federal court in the state where Franchisor maintains its headquarters or the state where the Store is located. The decision of the arbitrator will be final and binding on all parties to the dispute; however, the arbitrator may not under any circumstances: (1) stay the effectiveness of any pending termination of this Agreement; or (2) make any award which extends, modifies or

suspends any lawful term of this Agreement or any reasonable standard of business performance that Franchisor sets. All applicable statutes of limitations will be tolled while the procedures specified in this Article 18 are pending. The parties will take such action, if any, as required to effectuate such tolling.

18.3 Exception to Arbitration. Notwithstanding Section 18.2, the parties agree that the following claims will not be subject to arbitration:

1. any action for declaratory or equitable relief, including, without limitation, seeking preliminary or permanent injunctive relief, specific performance, other relief in the nature of equity to enjoin any harm or threat of harm to such party's tangible or intangible property, brought at any time, including, without limitation, prior to or during the pendency of any arbitration proceedings initiated hereunder.

2. any action in ejectment or for possession of any interest in real or personal property.

3. any action for the collection of moneys owed to Franchisor or its affiliates; and

4. any action related to the obligations of Franchisee upon termination or expiration of this Agreement, including, without limitation related to covenants not to compete and confidentiality obligations.

18.4 Injunctive Relief. Franchisor will be entitled to seek the entry of temporary and permanent injunctions and orders of specific performance enforcing the provisions of this Agreement relating to: (A) the Marks and the Business System; (B) the obligations of Franchisee upon termination or expiration of this Agreement; (C) the assignment of this Agreement, the Franchised Business, and ownership interests in Franchisee; (D) the covenants not to compete; (E) confidentiality; or (F) any act or omission by Franchisee, the Store or employees of the Store that (i) constitutes a violation of any applicable law, ordinance or regulation, (ii) is dishonest or misleading to customers or prospective customers of the Store or other Circle K Stores, (iii) constitutes a danger to employees or customers of the Store or to the public, or (iv) may impair the goodwill associated with the Marks and the Business System. Franchisee will indemnify Franchisor for all costs that it incurs in any such proceedings including, without limitation, reasonable attorneys' fees, expert witness fees, costs of investigation, Court costs, accounting fees, travel and living expenses, and all other costs incurred by Franchisor. Franchisor will be entitled to seek injunctive relief against Franchisee without the posting of any bond or security, unless required by applicable law.

18.5 Cumulative Rights. The rights of Franchisor hereunder are cumulative and no exercise or enforcement by Franchisor of any right or remedy hereunder will preclude the exercise or enforcement by Franchisor of any other right or remedy hereunder or to which Franchisor is entitled by law to enforce.

18.6 Venue and Jurisdiction. Unless otherwise prescribed by applicable law, and subject to the provisions of Sections 18.1 and 18.2 regarding mediation and arbitration, all lawsuits, court hearings, proceedings or other actions initiated by either party against the other party will be venued in the county where Franchisor's headquarters are then located (currently, Maricopa

County, Arizona). Consequently, Franchisee, each of its officers, directors, members, shareholders or other owners do hereby agree to submit to personal jurisdiction in such county, for the purpose of any action or dispute arising out of this Agreement, the Franchised Location or the Store, and do hereby agree and stipulate that any such proceedings will be exclusively venued in such county. THE PARTIES HEREBY WAIVE A RIGHT TO A JURY TRIAL IN ANY LAWSUIT RELATED TO THIS AGREEMENT OR THE PARTIES' RELATIONSHIP HEREUNDER.

ARTICLE 19
NOTICES

All notices required or permitted to be given under this Agreement to Franchisor will be in writing and will be made by overnight courier service, personal service upon an officer, or sent by prepaid registered or certified United States mail to any such officer of Franchisor, and will be deemed to have been duly given 24 hours after being sent by overnight courier service or five (5) days after being deposited in the United States mail for certified or registered delivery, addressed to Franchisor at its principal office address (currently: 1130 West Warner Road, Tempe, Arizona 85284, Attention: Worldwide Franchising Group or such other address as Franchisor may from time to time specify in accordance with this Article 19). All notices required or permitted to be given under this Agreement to Franchisee will be made by personal service upon Franchisee or, if applicable, an officer or director of Franchisee or sent by overnight courier service, personal service or prepaid registered or certified United States mail addressed to Franchisee at the Franchised Location, or such other address as Franchisee may designate in writing. Notice delivered by a delivery service that requires a written receipt signed by the addressee will be deemed to have been personally served under this Agreement. Franchisor may provide notice or other information to Franchisee by electronic or telephonic means including by facsimile or through the Internet or other online means.

ARTICLE 20
MISCELLANEOUS

20.1 Relationship of Parties; Independent Contractor. Franchisee is an independent contractor. Nothing in this Agreement will be deemed or construed to create the relationship of principal and agent, partnership, joint venture, employment, or a fiduciary relationship, and Franchisee will not hold itself out as an agent, legal representative, partner, subsidiary, joint venturer, servant or employee of Franchisor. Neither Franchisor nor Franchisee has the right to bind or obligate the other to any obligations or debts. It is expressly understood and agreed that neither Franchisee nor any employee or contractor of Franchisee whose compensation for services is paid by Franchisee may, in any way, directly or indirectly, expressly or by implication, be construed to be an employee of Franchisor for any purpose, most particularly with respect to any mandated or other insurance coverage, tax or contributions, or requirements pertaining to withholdings, levied or fixed by any city, state, or federal governmental agency. There are no third-party beneficiaries under this Agreement, except for any indemnified party (or other person entitled to be indemnified pursuant to this Agreement).

20.2 Conduct of Business. It is acknowledged that Franchisee is the independent owner of its business, in full control thereof to conduct such business in accordance with Franchisee's

own judgment and discretion, subject only to the provisions of this Agreement and such other agreements as may be entered into by the parties. Franchisor will neither regulate nor be responsible for the hiring or firing of Franchisee's agents or employees or for Franchisee's contracts. Franchisee will conspicuously identify itself, and the Store, and in all dealings with its clients, contractors, suppliers, public officials and others, as an independent franchisee of Franchisor, and will place such notice of independent ownership on all forms, business cards, stationery, advertising, signs and other materials and in such fashion as Franchisor may specify from time to time and as set forth in the mandatory provisions of the Business Systems Manuals or otherwise.

20.3 Approval. In all cases where Franchisor's prior approval is required and no other method or times for obtaining such approval is prescribed, Franchisee will request such approval in writing, and Franchisor will notify Franchisee in writing of its decision within ten (10) business days after receiving Franchisee's written request and all supporting documentation. Franchisor's consent to or approval of any act or request by Franchisee will not be deemed to waive or render unnecessary consent or approval of any subsequent similar act or request.

20.4 Successors. Subject to any restrictions regarding Transfer set forth herein, this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted successors, assigns, executors, administrators, heirs, and personal representatives.

20.5 Governing Law. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §1051 et seq.), and the Federal Arbitration Act (9 U.S.C. § 1, et seq.) this Agreement and the relationship between Franchisor and Franchisee will be governed by the laws of the State of Arizona, without regarding to any conflicts of laws principles.

20.6 Franchisor's Right of Self-Help. In addition to Franchisor's rights of self-help set forth elsewhere in this Agreement, if Franchisee at any time fails to perform any of its obligations under this Agreement in a manner reasonably satisfactory to Franchisor, Franchisor will have the right, but not the obligation, upon giving Franchisee at least ten (10) days' prior written notice of its election to do so (except that in the event of an emergency no prior written notice will be required), to perform such obligations on behalf of and for the account of Franchisee and to take all such action necessary to perform such obligations, including the right to enter the Store. In such event, Franchisor's costs and expenses incurred therein will be reimbursed by Franchisee to Franchisor forthwith upon demand therefor plus interest thereon from the date Franchisor performs such work at the highest lawful rate pertaining to loans between businesses in the state whose law governs this Agreement, or in the absence of a maximum rate specified by state law, eighteen percent (18%) per annum. The performance by Franchisor of any such obligation will not constitute a release therefrom or waiver thereof.

20.7 Counterparts. This Agreement may be executed in one or more counterparts, all of which will constitute one agreement and will not be binding on Franchisor unless and until it has been accepted and signed by an authorized officer of Franchisor.

20.8 Variances. Franchisor reserves the right to modify Franchisee's obligations hereunder to conform to applicable law and to modify Franchisee's obligations with the consent of Franchisee if such modification is deemed to be in the best interest of promoting the Business

System, provided, however, that Franchisor will be under no obligation to grant such similar modification to other franchisees, and vice versa.

20.9 Severability. All provisions of this Agreement are severable and this Agreement will be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein and partially valid and enforceable provisions will be enforced to the extent valid and enforceable. If any applicable law or rule of any jurisdiction requires a greater prior notice of the termination of or refusal to renew this Agreement than is required hereunder or the taking of some action not required hereunder, or if under any applicable and binding law of any jurisdiction, any provision of this Agreement or any specification, standard or operating procedure prescribed by Franchisor is invalid or unenforceable, the prior notice or other action required by such law or rule will be substituted for the notice requirements hereof, or such invalid or unenforceable provision, specification, standard or operation procedure will be modified to the extent required to be valid and enforceable. Such modifications to this Agreement will be effective only in such jurisdiction and will be enforced as originally made and entered into in all other jurisdictions.

20.10 Waiver. Franchisor or Franchisee may by written instrument signed by both Franchisor and Franchisee, waive any obligation of or restriction upon the other under this Agreement. Acceptance by Franchisor of any payment by Franchisee and the failure, refusal or neglect of Franchisor to exercise any right under this Agreement or to insist upon full compliance by Franchisee of its obligations hereunder including, without limitation, any mandatory specification, standard or operating procedure, will not constitute a waiver by Franchisor of any provision of this Agreement. Franchisor will have the right to waive obligations or restrictions for other franchisees under their license agreements without waiving those obligations or restrictions for Franchisee, and, except to the extent prohibited by law, Franchisor will have the right to negotiate terms and conditions, grant concessions, and waive obligations for other franchisees without granting those same rights to Franchisee and without incurring any liability to Franchisee whatsoever.

20.11 Entire Agreement. This Agreement and all exhibits, addenda and appendices to this Agreement and the application form executed by Franchisee constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings, representations and agreements. Nothing in this Agreement or in any related agreement, however, is intended to disclaim the representations Franchisor made in the Franchise Disclosure Document that was furnished to Franchisee. Nothing in this Section 20.11, however, shall be construed as terminating or limiting Franchisee's duties or obligations under any agreement with Franchisor or its Affiliates, including, without limitation any financing agreements or the Software Agreement.

20.12 Joint and Several Obligations. If Franchisee consists of more than one individual, then the liability of all such individuals under this Agreement will be joint and several.

20.13 No Oral Modifications. No modifications, changes, additions, rescissions, releases, amendments or waivers of this Agreement and no approval, consent or authorization required by any provision of this Agreement may be made except by a written agreement subscribed to by a duly authorized officer of Franchisee and the president or other duly authorized officer of Franchisor.

20.14 Headings; Terms. The headings of the Articles and Sections used in this Agreement are for convenience only and do not define, limit or construe the contents of such Articles or Sections. The term "Franchisee" as used herein is applicable to one or more persons, a corporation, a partnership or other entity, as the case may be, and the singular usage includes the plural, the masculine usage includes the feminine and neuter, and vice versa. References to "Franchisee", "assignee", and "transferee" which are applicable to an individual or individuals will mean the principal owner or owners of the equity or operating control of Franchisee or any such assignee or transferee if Franchisee or such assignee or transferee is a corporation, partnership or other entity.

20.15 Interpretation of Rights and Obligations. The following provisions will apply to and govern the interpretation of this Agreement, the parties' rights under this Agreement, and the relationship between the parties:

(A) Franchisor's Rights. Whenever this Agreement provides that Franchisor has a certain right, that right is absolute and the parties intend that Franchisor's exercise of that right will not be subject to any limitation or review. Franchisor has the right to operate, administrate, develop, and change the Business System in any manner that is not specifically precluded by the provisions of this Agreement.

(B) Franchisor's Reasonable Business Judgment. Whenever Franchisor reserves or is deemed to have reserved discretion in a particular area or where Franchisor agrees or is deemed to be required to exercise its rights reasonably or in good faith, Franchisor will satisfy its obligations whenever it exercises Reasonable Business Judgment in making its decision or exercising its rights. A decision or action by Franchisor will be deemed to be the result of "Reasonable Business Judgment", even if other reasonable or even arguably preferable alternatives are available, if Franchisor's decision or action is intended, in whole or significant part, to promote or benefit the Business System generally even if the decision or action also promotes a financial or other individual interest of Franchisor. Examples of items that will promote or benefit the Business System include, without limitation, enhancing the value of the Marks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization, and improving the competitive position of the Business System.

20.16 Force Majeure. Any failure or delay in performance of this Agreement (other than a payment obligation) according to its terms by Franchisor or Franchisee shall not be deemed a breach of the Agreement if the failure to perform arose from a cause beyond the control of, and without the negligence of, the non-performing party. Except as may be specifically provided for elsewhere in this Agreement, such causes include, but are not limited to, strikes, wars, riots, civil commotion, acts of God, and acts of government.

20.17 Anti-Terrorism Provision. Franchisee, on behalf of itself and each Principal Equity Holder, and each Guarantor represents and warrants to Franchisor that: (a) neither Franchisee nor any Principal Equity Holder nor any Guarantor is named, either directly or by an alias, pseudonym or nickname, on the lists of "Specially Designated Nationals" or "Blocked Persons" maintained by the U.S. Treasury Department's Office of Foreign Assets Control currently located at www.treas.gov/offices/enforcement/ofac/; (b) Franchisee and each Principal Equity Holder will take no action that would constitute a violation of any applicable laws against corrupt business practices, against money laundering and against facilitating or supporting persons or entities who

conspire to commit acts of terror against any person or entity, including as prohibited by the U.S. Patriot Act (currently located at http://www.epic.org/privacy/terrorism/hr3162.html), U.S. Executive Order 13244 (currently located at http://www.treas.gov/offices/enforcement/ofac/sanctions/terrorism.html) or any similar laws; and (c) Franchisee, each Guarantor and each Principal Equity Holder shall immediately notify Franchisor in writing of the occurrence of any event or the development of any circumstance that might render any of the foregoing representations and warranties false, inaccurate or misleading and shall immediately take all actions required to remedy the situation and remove the violation.

20.18 Survival. All obligations of the parties that expressly, or by their nature, survive the effective date of termination or expiration of this Agreement shall continue in full force and effect subsequent to such termination or expiration until they are satisfied in full. Franchisee shall remain fully liable for any and all obligations of the Store, whether incurred before, or after, the effective date of termination or expiration of this Agreement, including obligations arising under this Agreement, the lease, and all obligations owed to Franchisor, its affiliates and other third parties, including obligations for inventory, equipment, supplies, materials, salaries and benefits to employees, and taxes.

20.19 Other Franchisees. Franchisee acknowledges that it is aware that Franchisor's other franchisees operate under a number of different forms of agreement that were entered into at different times and that, consequently, the obligations and rights of the parties to other agreements may differ materially in certain instances from Franchisee's rights and obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date indicated below.

FRANCHISOR:

TMC FRANCHISE CORPORATION

By: _____ **Effective Date:** _____

Printed Name: _____

Title: _____

FRANCHISEE:

[_____]

By: _____ Date: _____

Print Name: _____

Title: _____

By: _____ Date: _____

Print Name: _____

Title: _____

Franchisee designates the following person as the Key Individual:

_____
Printed name

Schedule 1 to Convenience Store Franchise Agreement – Definitions

In addition to terms defined elsewhere in this Agreement, for purposes of this Agreement, the following terms will have the following meanings:

1. **"Affiliate"** means, with respect to a party hereto, any person or entity that directly or indirectly owns or controls the referenced party, that is directly or indirectly owned or controlled by the referenced party, or that is under common control with the referenced party. The term "**control**" of an entity means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through ownership of voting securities, by contract or otherwise. For avoidance of doubt, an affiliate of Franchisor includes, without limitation, Circle K Stores Inc. and any of its subsidiaries, and Alimentation Couche-Tard and any of its subsidiaries, now existing or hereinafter formed or acquired.

2. **"Agreement"** means this Franchise Agreement, and all amendments, addenda, modifications, Exhibits or extensions thereto that may be mutually agreed upon by Franchisor and Franchisee.

3. **"Business System"** means the Methods, Techniques, and Marks.

4. **"Circle K Store"** means a retail convenience store operating under the name "Circle K" and under the other Marks and the Business System, which is a full service convenience store with sufficient floor space, vehicle parking, and inventory levels to offer all of the merchandise and services of a traditional convenience store and that complies with the specifications of a Circle K Store as more fully described in the Business Systems Manuals.

5. "**Confidential Information**" means all information and knowledge about the Business System and the services, standards, specifications, programs, procedures, and techniques prescribed by Franchisor which are not in the public domain or generally known in the convenience store industry including, but not limited to, the Business Systems Manuals, any other manuals methods, policies, procedures, programs and standards created for or approved for use in the operation of the Store, and the information contained therein, trade secrets, information, data, Customer Information, software, technology, materials, know-how, ideas, techniques, procedures, marketing plans, strategic plans, research methods, methods of operation, improvements, and copyrighted materials (whether published, confidential, or suitable for registration or copyright), and the goodwill associated with them, information concerning the pricing structure, advertising, and promotional discounts relating to items offered at the Circle K Store, and any other information and material concerning the Business System or that Franchisor may designate as confidential or that a reasonable person would consider confidential (due to nature of the information and/or circumstances of disclosure).

6. **"Conversion Store"** means an operating convenience store not currently operated under the Marks as of the Effective Date that is being converted to a Circle K Store pursuant to the terms and conditions contained herein.

7. **"Effective Date"** means the date that this Agreement is executed by Franchisor, unless otherwise specified on the signature page hereto.

8. **"Electronic Point of Sale and Software Agreement"** means the agreement set forth in Exhibit 2 attached hereto.

9. **"Existing Store"** means an existing convenience store currently controlled, owned, or operated by Franchisor or its Affiliate, and operating under the Marks as of the Effective Date.

10. **"Franchised Business"** means the operation of the Store at the Franchised Location subject to the terms of this Agreement.

11. **"Good Standing"** means that all amounts of money due and owing to Franchisor or its Affiliates by Franchisee have been paid and that Franchisee is not otherwise in default hereunder or in violation of any of the material provisions set forth herein or in the Business Systems Manuals.

12. **"Gross Sales"** means the total dollar revenue from the sale of all goods, wares, merchandise, and services sold (including car wash services, provided the car wash is using the Marks and revenue derived from electric chargers at or around the Franchised Location), whether sold for cash, for payment by check, on credit, on barter or otherwise, without reserve or deduction for the inability or failure to collect from customers, and all other items of value received by Franchisee as payment in the course of such operations (including, without limitation, handling and placement fees and fees for the operation of coin-operated and other machines), excluding the following: (i) revenue from sales of motor fuel, car wash services that do not use the Marks, money orders, lottery, pay phones, ATMs, postage stamps, pre-paid phone cards, gift cards, and gaming machines; (ii) revenue from sales from other approved royalty-based franchises that require separate point-of-sale equipment as part of their business system (excluding any approved Additional Business that is subject to the separate Co-Branded Fee as set forth in Section 5.3); (iii) the amount of any authorized cash or credit refunds made upon transactions that were previously included in Gross Sales, not exceeding the selling price of merchandise returned by the customer and accepted, which refunds may be deducted from Gross Sales in the month made; and (iv) the amount of any separated, collected, and stated city, county, state, or federal sales, luxury, or excise tax on such sales, which Franchisee pays directly to the governmental taxing authorities rather than to its suppliers; provided, however, that no franchise or capital-stock tax or any other similar tax based upon income, profits, or gross sales shall be deducted from Gross Sales. Notwithstanding the foregoing, Franchisor may, in its sole discretion, from time to time approve in writing that with respect to certain products or services, Gross Sales shall be calculated on the basis of earnings as opposed to sales proceeds. If applicable law prohibits collection of royalty fees on sale of alcoholic beverages from the Store, the definition of Gross Sales will not include any income from the sale of alcoholic beverages.

13. **"Guarantor" or "Guarantors"** means all persons or entities that execute a Personal Guaranty attached as Exhibit 5.

14. **"Key Individual"** means (a) Franchisee, if Franchisee is an individual, or (b) an individual designated by Franchisee with the authority and responsibility for the operation and management of the Store and identified by name on the signature page of this Agreement, if Franchisee is a legal entity. The Key Individual must be a person authorized to represent and bind

Franchisee in all matters arising under this Agreement (including all related agreements) and all matters relating to the Store.

15. **"Marks"** means the name "Circle K," and certain other distinctive trademarks, trade names, service marks, copyrights, interior and exterior building designs and specifications (including the unique motif, décor, and color combinations that comprise the trade dress of Circle K Stores), slogans, logos, social media indicators, social media handles and commercial symbols together with all goodwill associated therewith, as identified in the Business Systems Manuals or otherwise by Franchisor in writing.

16. **"Methods"** means the unique and distinguishing characteristics and methods for the operation of Circle K Stores, including without limitation, exterior and interior construction designs, equipment layout, operating methods, services, advertising and promotional materials, sales techniques, signs, personnel management and control systems, and bookkeeping and accounting systems, and systems for inventory control.

17. **"New Store"** means a convenience store that is not a Conversion Store, but is to be constructed and operated under the Marks and the Business System pursuant to the terms of this Agreement.

18. "**Open Date**" means the date on which the Franchisor deems the Store to have first opened for business, in accordance with the terms hereof.

19. **"Principal Equity Holders"** means, if Franchisee is a corporation, the shareholders of such corporation owning directly or beneficially 10% or more of such corporation's stock upon the Effective Date or at any time thereafter, and, if Franchisee is a partnership, limited partnership, limited liability company or other entity, the holders that own, directly or indirectly, 10% or more of the equity interests in such entity, as of the Effective Date or at any time thereafter.

20. **"Store"** means the Circle K Store located at the Franchised Location and operated by Franchisee under the Marks and the Business System, subject to the terms of this Agreement.

21. **"Store Manager"** means an employee of Franchisee designated by Franchisee to work at, and have the responsibility for managing the day-to-day operations of, the Store.

22. **"Techniques"** means the Methods, together with the Confidential Information, owned by Franchisor and its Affiliates and licensed by Franchisor to its franchisees for the operation of Circle K Stores.

23. **"Transfer Date"** means (a) the date on which the Store is transferred to Franchisee hereunder, if the Store is an Existing Store, or (b) the date the Store is transferred to a new franchisee if the Store is being transferred or sold to a third party in accordance with the terms hereof.

Exhibit 1 to Franchise Agreement

DATA SHEET

1. **Franchisee:** _____
_____
_____
_____

2. **Franchised Location**. As referred to in Section 2.1 of the Franchise Agreement, the Franchised Location is: _____

3. **Open Date.** As referred to in Section 3.1 of the Franchise Agreement, the Open Date of the Store is: _____

4. **Expiration Date.** As referred to in Section 3.1 of the Franchise Agreement, the Expiration Date of the Franchise Agreement is: _____

5. **Initial Franchise Fee.** As referred to in Section 5.1 of the Franchise Agreement, Franchisee will pay Franchisor an Initial Franchise Fee in the amount of $ _____

6. **Equipment/Construction Funding.** As referred to in Section 7.6 of the Franchise Agreement, Franchisee accepted the following amount of Equipment/Construction Funding from Franchisor: $_____.

7. **Monthly Royalty Fee.** As referred to in Section 5.2 of the Franchise Agreement and subject to any increases to the Royalty Fee as outlined in the Franchise Agreement, Franchisee's monthly Royalty Fee during the Term will be the greater of: a) ___% of monthly Gross Sales, or b) $1,000.

FRANCHISEE: _____	FRANCHISOR: **TMC Franchise Corporation**
By: _____	By: _____
Title: _____	Title : _____
Date: _____	Date: _____

Exhibit 2 to the Franchise Agreement

ELECTRONIC POINT OF SALE
AND
SOFTWARE AGREEMENT

This Electronic Point of Sale and Software Agreement (this "Agreement") is entered into by and between TMC Franchise Corporation, an Arizona corporation, with offices at 1130 West Warner Road, Tempe, Arizona 85284 ("TMC"), and «ContractName» ("Franchisee"), effective as of the Effective Date (as defined below).

1. POINT OF SALE EQUIPMENT

1.1 Equipment and Circle K Systems. TMC, as franchisor, has entered into a Franchise Agreement with Franchisee (the "Franchise Agreement") granting Franchisee the right to operate a convenience store (hereinafter the "Store") at a specified location (the "Premises") utilizing the Circle K operating systems, point of sale systems and trademarks (collectively, "Circle K Systems").

1.1.1 Franchisee agrees to purchase or lease (for the term of the Franchise Agreement) and install on the Premises the electronic point of sale equipment and back office system as set forth on **Exhibit A** attached hereto and/or from time to time designated by TMC (collectively, "Equipment"), to provide for, inter alia, electronic capture and transmission of transaction data for credit and debit cards, gift cards, electronic messages, inventory management, purchase, and sales reporting, in order to maintain the operation of the Store in accordance with the terms of the Franchise Agreement and related agreements. The Equipment includes card authorization systems and integrated retail store management systems, back office system, and any other retail point of sale systems as may be required by TMC from time to time. Franchisee agrees to upgrade and replace the Equipment from time to time as required under the Franchise Agreement.

1.1.2 Franchisee acknowledges that TMC is not supplying, leasing, selling, supporting or maintaining the Equipment or providing training to Franchisee related thereto and TMC only requires that the Equipment be purchased or leased from designated third-party suppliers that provide appropriate training, support and maintenance and that the Equipment comply with the technical configurations established or approved by TMC to ensure that the Equipment is compatible with the Circle K Systems. If TMC is required to configure the Equipment for Franchisee, Franchisee will be obligated to reimburse TMC for the reasonable costs and expenses of such configuration, including, but not limited to, expenses for travel and lodging.

1.1.3 Any new or additional Equipment delivered to Franchisee or installed on the Premises shall become attachments, accessions, and/or accessories to the Equipment and shall be subject to the terms and conditions of this Agreement.

1.1.4 Franchisee agrees not to add additional hardware not designated by TMC to the Equipment, TMC Software (as defined below), and Third-Party Software (as defined below) without TMC's prior written consent.

1.2 Equipment Use and Maintenance. The Equipment shall be used solely for the storage and transmission of point of sale data pertaining to the Store and such other uses as may be approved in advance by TMC. Franchisee is solely responsible for ongoing maintenance and repair of the Equipment and all related hardware. Franchisee is also solely responsible for the replacement of items, including, but not limited to, ink, ribbons, invoice tickets, pin pads, cleaning cards, and papers for terminals. TMC shall not be responsible to Franchisee for any loss of funds or profits resulting from tampering with, malfunction or failure of the Equipment to operate properly. Franchisee further agrees to pay all license fees and other charges required by manufacturers and third-party software licensors for the use, operation, and maintenance of the Equipment, and all damages caused by Franchisee's negligence or misuse.

1.3 Equipment Warranty Disclaimer. FRANCHISEE SPECIFICALLY ACKNOWLEDGES AND AGREES THAT TMC MAKES NO EXPRESS OR IMPLIED WARRANTY REGARDING MERCHANTABILITY OR FITNESS OF USE OF THE EQUIPMENT FOR ANY PURPOSE WHATSOEVER.

1.4 Franchisee Default; Termination. If Franchisee defaults under the Franchise Agreement or this Agreement, TMC may, at its option, (i) if the Equipment is leased, notify Franchisee that it agrees to assume and succeed to all of Franchisee's rights under the Equipment lease for all or any part of the remaining term of such Equipment lease or, (ii) if Franchisee has purchased the Equipment, notify Franchisee that it desires to exercise its option to purchase Franchisee's interest in the Equipment for its then-current fair market value. If the parties cannot agree as to the fair market value of the Equipment, then the parties agree that fair market value shall be determined by a qualified appraiser selected by the parties. If the parties cannot agree upon an appraiser, an independent qualified appraiser shall be appointed by a Judge of the United States District Court for the District in which the Store is located upon petition of either party. If this Agreement is terminated, TMC may require Franchisee to pay all fees associated with the disconnection and removal of the Equipment.

2. SOFTWARE LICENSES

2.1 TMC Software. Franchisee agrees to license and use the software designated by TMC from time to time to operate the Equipment ("TMC Software"). TMC may upgrade, change, or modify the TMC Software at any time upon sixty (60) days' advance written notice. Franchisee agrees to license from TMC the TMC Software identified in **Exhibit B** to this Agreement for a Software License Fee of Zero Dollars ($0) per month payable to TMC at the same time when royalty payments are due for the preceding month by (i) ACH account withdrawals from Franchisee's bank account, or (ii) at TMC's election, by mail to TMC Franchise Corporation, P.O. Box 52085, Phoenix, Arizona 85072-2085. TMC reserves the right to increase the Software License Fee upon sixty (60) days' advance written notice.

2.2 License Grant for TMC Software. The foregoing license grant to Franchisee to use the TMC Software is subject to the following terms and conditions:

2.2.1 TMC grants Franchisee a license to use one copy of the TMC Software. The term "Use" means storing, loading, installing, executing, or displaying the TMC Software in accordance with the Business Systems Manual standards. Franchisee may not modify the TMC Software or disable any licensing or control features of the TMC Software. If TMS grants Franchisee the TMC Software license for "concurrent use", Franchisee may not allow more than the maximum number of authorized users to use the TMC Software concurrently.

2.2.2 The TMC Software is owned and copyrighted by TMC, its Affiliate(s), or its third-party suppliers. TMC has the right to license the use of the TMC Software to Franchisee. The license to Franchisee hereunder confers no title or ownership in the TMC Software and is not a sale of any rights in the TMC Software. TMC, its Affiliate(s) and/or its third-party suppliers may protect their rights in the TMC Software if Franchisee violates any of these license terms.

2.2.3 Franchisee may only make copies or adaptations of TMC Software for archival purposes or when copying or adaptation is an essential step in the authorized use of the TMC Software. Franchisee must reproduce all copyright notices in the original software on all copies or adaptations. Franchisee may not copy the TMC Software onto any bulletin board or similar system.

2.2.4 Franchisee may not disassemble or decompile the TMC Software unless it has obtained TMC's prior written consent. In some jurisdictions, TMC's consent may not be required for disassembly or decompilation. Upon request, Franchisee will provide TMC with reasonably detailed information regarding any disassembly or decompilation. Franchisee may not decrypt TMC Software unless decryption is a necessary part of the operation of the software.

2.2.5 This license will automatically terminate upon any transfer of the TMC Software without TMC's prior written consent. However, if a transfer is approved, then upon transfer, Franchisee must deliver the TMC Software, including any copies and related documentation, to the transferee. Transferee must accept the terms and conditions of this Agreement, or TMC's then-current edition of this Agreement, as a condition to the transfer.

2.2.6 This Agreement will terminate immediately if the Franchise Agreement terminates or expires for any reason. In addition, TMC may terminate this license upon notice for Franchisee's failure to comply with any of the terms and conditions of this Agreement. Upon termination, Franchisee must immediately deliver to TMC the TMC Software, together with all copies, adaptations, and merged portions in any form.

2.2.7 Franchisee may not export or re-export the TMC Software or any copy or adaptation in violation of any applicable laws or regulations.

2.2.8 The TMC Software documentation has been developed entirely at private expense and is provided as "Commercial Computer Software" or "Restricted Computer

Software". The TMC Software is delivered and licensed as "Commercial Computer Software" as defined in DFARS 252.227-7013 (OCT 1988), DFARS 252.211-7501 (MAY 1991) or DFARS 252.227-7014 (JUN 1995), as a "Commercial Item" as defined in FAR 2.101 (a), or as "Restricted Computer Software" as defined in FAR 52.227-19 JUN 1987) (or any equivalent agency regulation or contract clause), whichever is applicable. Franchisee has only those rights provided for such software and documentation by the applicable FAR or DFARS clause or this Agreement.

2.3 Support.

2.3.1 During the term of this Agreement, TMC shall provide Franchisee, at no additional charge, copies of revised releases of the TMC Software (and related documentation) incorporating corrections, improvements, and enhancements to prior releases. Franchisee must install and use the revised release of the TMC Software within ninety (90) days of receipt. After one hundred twenty (120) days from the date TMC provides Franchisee with a revised release of the TMC Software, TMC may cease support for prior releases of the TMC Software.

2.3.2 All training on the TMC Software will be conducted under training programs provided for as part of the training contemplated in the Franchise Agreement.

2.3.3 TMC shall provide Franchisee with reasonable assistance and consultation to assist Franchisee in resolving problems that Franchisee may encounter in the authorized use of the TMC Software free of charge for a period of ninety (90) days from the date of this Agreement. Thereafter, reasonable ongoing support is included as a part of the services provided for in the monthly Software License Fee. However, development, consulting, and special projects will be considered premium services and shall be subject to TMC's then prevailing time and materials charges, including reimbursement for all reasonable travel and living expenses incurred.

2.4 Warranty.

2.4.1 The following is TMC's Limited Software Warranty for the TMC Software:

LIMITED SOFTWARE WARRANTY

TMC represents and warrants that upon delivery the TMC Software shall be free from significant programming errors and defects in workmanship and materials. Notwithstanding the foregoing sentence, and although care has gone into the development of the TMC Software, there is a possibility of error inherent in the production of work such as the TMC Software resulting from, among other things, statistical variability in certain estimating procedures and human factors involved in the compilation of the information. Therefore, except for TMC's gross negligence or willful misconduct, TMC shall not be liable to Franchisee for: (i) the completeness, currentness, or accuracy of the information in data bases as provided as a part of or with the TMC Software, or (ii) for any loss or injury caused, in whole

or in part, by its procuring, compiling, collecting, interpreting, communicating, or delivering of the information produced by the TMC Software. TMC does not warrant that the TMC Software will be uninterrupted or error free. Except as provided above, (a) Franchisee hereby assumes all responsibility for the use of information contained in the system; (b) Franchisee assumes the entire cost for any damages resulting from the use of the information contained in the TMC Software; and (c) Franchisee assumes all responsibility for the selection of the information used with the TMC Software to achieve Franchisee's intended results, and for Franchisee's installation of, use of, and the results obtained from the TMC Software.

2.4.2 The following is TMC's Disclaimer and Limitation of Liability for Software:

DISCLAIMER AND LIMITATION OF LIABILITY

In the event of TMC's breach of the Limited Warranty stated in Section 2.4.1 above, TMC's sole obligation and Franchisee's sole remedy, at TMC's option, shall be to (i) refund to Franchisee the Software License Fees paid to TMC by Franchisee for that portion of the term of this Agreement that the TMC Software failed to function properly, or (ii) repair or replace the TMC Software, or part thereof.

THE WARRANTY STATED ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, AND TMC DOES NOT MAKE, AND FRANCHISEE DOES NOT RECEIVE, ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TMC SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

2.5 Third Party Software. Franchisee agrees to license from third parties the software identified on **Exhibit C** to this Agreement and/or from time to time designated by TMC (the "Third Party Software"), and Franchisee agrees to pay to such third parties any license and maintenance fees or other costs charged by them for the use of such Third-Party Software. The Third-Party Software will be subject to and governed by the terms of the respective software license agreements between Franchisee and/or TMC and the third-party software providers. Franchisee agrees to promptly upgrade any Third-Party Software to such newer version or a different software solution as may be required by TMC from time to time.

2.6 Software Representations, Warranties, Covenants, and Indemnities.

2.6.1 Franchisee's Representations and Warranties; Indemnification.

2.6.1.1 Franchisee agrees not to use as part of the Circle K Systems any additional software not designated by TMC, without TMC's prior written consent.

2.6.1.2 Franchisee covenants that it will not knowingly violate any Federal, State or Local Law, Statute, Rule, Regulation and/or Ordinance in connection with its use of the TMC Software.

2.6.1.3 Franchisee shall indemnify and hold harmless, and at TMC's request, defend, TMC, its affiliates and their respective officers, directors, employees, agents and representatives and successors and assigns from and against any and all claims, damages, liabilities, expenses (including reasonable attorney's fees and costs of litigation), losses, judgments, assessments of any kind whatsoever (collectively "Claims") arising out of (a) Franchisee's breach of this Agreement and (b) subject to Franchisor's obligations under Section 2.6.2 below, any and all Claims by any third parties arising out of or in any way related to Franchisee's use of the Equipment, TMC Software or Third-Party Software hereunder. TMC shall give Franchisee appropriate notice of any such Claims of which TMC becomes aware.

2.6.2 TMC Intellectual Property Indemnification

2.6.2.1 TMC shall defend, or at its option settle, and indemnify Franchisee from and against any and all Claims that Franchisee may incur on the direct infringement or alleged direct infringement of any United States copyright of a third party as a result of Franchisee's authorized exercise of a TMC Software license granted to Franchisee by TMC herein; provided, that, (i) Franchisee gives TMC prompt written notice of such Claim, (ii) Franchisee gives TMC full authority to defend or settle any such Claim, (iii) Franchisee gives TMC proper and full information and assistance, at TMC's reasonable expense (except for Franchisee's employees' time) to defend or settle any such Claim, and (iv) Franchisee is not in breach of this Agreement (including without limitation the use restrictions set forth herein). Should Franchisee desire to have its own counsel participate in any such Claim, the cost of such counsel shall be born exclusively by Franchisee. TMC shall not be responsible for any costs or expenses incurred without its prior written consent.

2.6.2.2 If there is a Claim made or threatened, TMC may, at its expense and option, either, (i) procure the right to continue using any part of the TMC Software, (ii) replace the TMC Software with non-infringing items that are substantially similar in functionality (iii) modify the TMC Software so that it is non-infringing, or (iv) refund the Software License Fees paid by Franchisee for the current term of this Agreement.

2.6.2.3 Notwithstanding the foregoing provisions of this Section 2.6.2, TMC assumes no liability for (i) infringements covering any Equipment or software, method or process in which the TMC Software may be used but not covered in the TMC Software when used alone, (ii) infringements involving the modifications or servicing of the TMC Software or any part thereof, unless done by TMC, or (iii) if Franchisee is in breach of this Agreement (including without limitation the use restrictions set forth herein) or is in material breach of the Franchise Agreement.

2.6.2.4 THE FOREGOING PROVISIONS OF THIS SECTION 2.6.2 STATE THE ENTIRE LIABILITIES AND OBLIGATIONS OF TMC AND THE EXCLUSIVE REMEDIES OF FRANCHISEE WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS BY THE TMC SOFTWARE ASSERTED BY A THIRD-PARTY OR RELATED RIGHTS ARISING OUT OF THIS AGREEMENT.

2.7 Limitation of Liability.

EXCEPT FOR TMC'S OBLIGATION TO INDEMNIFY FRANCHISEE UNDER SECTION 2.6.2, TMC'S TOTAL LIABILITY TO FRANCHISEE ARISING OUT OF THIS AGREEMENT WILL NOT EXCEED THE TOTAL SOFTWARE LICENSE FEES PAID BY FRANCHISEE FOR THE PREVIOUS SIX MONTHS. IN NO EVENT SHALL TMC BE LIABLE FOR COSTS FOR THE PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THIS AGREEMENT, HOWEVER CAUSED, AND ANY THEORY OF LIABILITY. THE LIMITS SET FORTH IN THIS SECTION 2.7 WILL APPLY EVEN IF TMC HAS BEEN ADVISED OF, OR HAS ANY CAUSE TO KNOW OF, THE POSSIBILITY OF SUCH LOSS AND NOT WITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

3. GENERAL PROVISIONS

3.1 Term. This Agreement is effective as of the Effective Date of the Franchise Agreement (the "Effective Date"). The term of this Agreement will continue for the lesser of (i) ten (10) years and (ii) the date of termination or expiration of the Franchise Agreement. This Agreement may be renewed for a renewal term of duration equal to that of the Franchise Agreement.

3.2 Termination. If at any time during the term of this Agreement, there is a material breach of any of the terms hereof, the non-breaching party shall notify the other party of such breach. If the breach is not remedied within thirty (30) days of such notice, the non-breaching party may terminate this Agreement upon notice. If the breach is of a nature that it is not capable of cure within thirty (30) days, the breaching party shall be entitled to an additional period of not to exceed ninety (90) days to effectuate the cure; provided said party has commenced to cure and continuously and diligently proceeds to effectuate the cure.

3.3 Return of Materials. Upon expiration or termination of this Agreement for any reason, Franchisee shall return to TMC, or at TMC's request, destroy, all copies of the TMC Software in its possession together with all documentation and other materials delivered hereunder, including any updates hereof, and excerpts of and/or extracts from the system. At the time of such return or destruction, Franchisee shall deliver to TMC a certificate executed by an officer, general partner, or sole proprietor, as the case may be, attesting to the fact that all copies of, excerpts of, and extracts from the TMC Software in Franchisee's possession have been returned to TMC or destroyed as provided for hereunder.

3.4 Governing Law and Jurisdiction. This Agreement will be governed by and interpreted under the Laws of the State of Arizona without reference to conflict of laws principles.

3.5 No Oral Modification. No modification of this Agreement, or any waiver of any rights, will be effective unless consented to in writing by the party to be charged.

3.6 No Waiver. No waiver of any breach or default will constitute a waiver of any other right hereunder or any subsequent breach or default.

3.7 Partial Invalidity. If any provision of this Agreement is held to be invalid by any court of competent jurisdiction, then the remaining provisions shall nevertheless remain in full force and effect.

3.8 Notices. All notices required or permitted to be given under this Agreement to TMC will be in writing and will be made by overnight courier service, personal service upon an officer, or sent by prepaid registered or certified United States mail to any such officer of TMC, and will be deemed to have been duly given 24 hours after being sent by overnight courier service or five (5) days after being deposited in the United States mail for certified or registered delivery, addressed to TMC at 1130 West Warner Road, Tempe, Arizona 85284, Attention: Worldwide Franchising Group. All notices required or permitted to be given under this Agreement to Franchisee will be made by personal service upon Franchisee or, if applicable, an officer or director of Franchisee or sent by overnight courier service, personal service or prepaid registered or certified United States mail addressed to Franchisee at the Premises, or such other address as Franchisee may designate in writing. Notice delivered by a delivery service that requires a written receipt signed by the addressee will be deemed to have been personally served under this Agreement. TMC may provide notice or other information to Franchisee by electronic or telephonic means including by facsimile or through the Internet or other online means.

3.9 Independent Contractors. The relationship of the parties hereunder is that of independent contractors, and neither party is an employee, agent, partner, or joint venturer of the other.

3.10 Uncontrollable Events. Neither party shall be liable to the other party for any loss or damage or penalty resulting from acts of God or other causes beyond such party's reasonable control.

3.11 Export Restrictions. Franchisee agrees to comply with all export and re-export restrictions and regulations of the United States Department of Commerce or other United States agency or authority, and will not transfer or authorize the transfer of, the TMC Software or any part thereof to a prohibitive country or otherwise in violation of any restrictions and regulations of applicable laws.

3.12 No Assignment. Except if this Agreement is being transferred by Franchisee in connection with an authorized Transfer under the Franchise Agreement, Franchisee shall not assign its rights or obligations under this Agreement without the prior written consent of TMC, which may be withheld in TMC's sole and exclusive discretion. Any attempt to assignment in violation of the provisions of this section will be void. Franchisee agrees to give TMC not less than sixty (60) days' notice of any such purported request for assignment. Subject to the foregoing, the rights and

liabilities the parties will bind and inure to the benefit of their respective successors or permitted assigns.

3.13 Confidentiality. Franchisee agrees that the terms and conditions of this Agreement are confidential, and that Franchisee may not disclose the contents of this Agreement without the prior written consent of TMC, except as required by law after seeking any available confidential treatment.

3.14 Section Headings, Counterparts, and Interpretations. The section headings contained in this Agreement are inserted for reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement has been negotiated by the parties and will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party.

3.15 Entire Agreement. This Agreement and the attached Exhibits, which are incorporated herein by this reference, constitute the entire and exclusive statement of the terms and conditions relating to Franchisee's use of the Equipment and the TMC Software and supersedes all prior oral and written statements of any kind whatsoever made by the parties with respect thereto.

This Agreement is accepted and made effective as of the Effective Date.

IN WITNESS WHEREOF each party has caused this Agreement to be executed by its duly authorized representative.

TMC: **TMC FRANCHISE CORPORATION**	**FRANCHISEE:** «ContractName»
By: _____ Justin Shelton Asst. Secretary, TMC Franchise Corporation	By: _____ Title:_____
Effective Date: _____	Date _____
	By _____ Title _____ Date _____

TMC Franchise Corporation
Store System EPOS and Back Office System Components
Store Internet Access Components

Exhibit A to Electronic Point of Sale and Software Agreement – Equipment

Hardware

Two Integrated Point of Sale Register Systems (currently Verifone Commander or Radiant)
Two Pin Pads (Debit Card Processing)
Two Sales Counter Scanners
Hand-Held Scanning Unit (Grocery Order)
Hand-Held Scanning Unit (Mdse. Rec. & Inventory)
Pump Interface Module
Fuel Tank Monitor
Back Office PC with Standard Memory
Back Office PC Monitor
High-Speed Internet Connection
Multi-Function Back Office Printer (Reports/Labels)
8 Port Switching Hub
PC for Internet Access

Exhibit B to Electronic Point of Sale and Software Agreement – TMC Software

Software

CKFranchiseAccounting.com website access
TMCFranchise.com website access

Exhibit C to Electronic Point of Sale and Software Agreement – Third Party Software – Franchisee Licensed

Software

Integrated Point of Sale Register System (currently Verifone Commander or Radiant)
Back Office System Software (currently SSCS)
Price Book and Inventory System (currently SSCS)
FTP Client Software
Microsoft Office
Windows (or designated) Operating System
Operating System
Internet Web Browser
Internet Service

Exhibit 3 to the Franchise Agreement

ELECTRONIC FUNDS TRANSFER AUTHORIZATION

_____ hereinafter called "We" ("our" or "us"), located at _____ hereby authorize CIRCLE K STORES INC. hereinafter called "CIRCLE K" or "you", to initiate debit entries to our bank account number _____ at the depository named below, hereinafter called "Depository", which in turn shall debit the same to such account. These debit entries will be in the form of electronic debit.

DEPOSITORY:

INSTITUTION NAME: _____

ABA#: _____

Branch: _____

Street Address: _____

City/State/Zip: _____

Phone Number: _____

You are hereby authorized, as a convenience to us, to debit and credit our account for drafts on our account by the WELLS FARGO BANK NA as agent for CIRCLE K with CIRCLE K as payee, provided there are sufficient collected funds in such account to pay the same upon presentation. This authorization will remain in effect until revoked by us in writing, and you actually receive such notice. I agree that you shall be fully protected in honoring any such draft.

This Authorization Agreement allows CIRCLE K to debit and credit this account at frequent intervals for varying amounts. It is acknowledged and accepted that: CIRCLE K may debit our account on or after the due date defined by the terms of our franchise agreement and other agreements with TMC Franchise Corporation; **there will be a $50 charge for any draft returned unpaid by your depository.** By signing this form, we in no way relinquish any legal right to dispute any item. This authority is to remain in full force and effect until CIRCLE K and Depository have received written notification from us of our termination in such time and in such manner as to afford CIRCLE K and Depository a reasonable opportunity to act on it.

_____ _____

CUSTOMER NAME **DATE**

_____

_____

AUTHORIZED NAME (PLEASE PRINT) **EMAIL ADDRESS FOR EFT NOTICES**

_____

_____

AUTHORIZED SIGNATURE **PHONE NUMBER**

_____

_____

TITLE **COST CENTER NUMBER**

NOTE: PLEASE ATTACH A VOIDED CHECK FOR THE REFERENCED ACCOUNT IN ORDER TO ENSURE YOUR ACCOUNT IS PROPERLY AND ACCURATELY DEBITED.

Exhibit 4 to the Franchise Agreement

EQUIPMENT/CONSTRUCTION FUNDING AGREEMENT

This Equipment/Construction Funding Agreement (the "Agreement") is entered into by and between «ContractName» ("Franchisee"), and TMC Franchise Corporation, an Arizona corporation ("Franchisor"), effective as of the date this Agreement is signed by Franchisor (the "Effective Date").

RECITALS

A. Contemporaneously herewith, Franchisee and Franchisor are entering into a Circle K Franchise Agreement (together with all addenda, amendments and modifications thereto, the "Franchise Agreement") pertaining to Site Number «Site_Number», located at «Address1» «City», «State» «PostalCode» (the "Site").

B. Pursuant to Section 7.6 of the Franchise Agreement and in accordance with the parameters set forth on **Schedule A** hereto, Franchisor has offered and Franchisee now wishes to accept loans and other credit accommodations (each, a "Funding") in an amount of not more than «Loan_Amount» (the "Maximum Amount"), subject to the terms hereof.

C. Franchisor and Franchisee acknowledge and agree that each Funding will be used by Franchisee to acquire, from Franchisor or approved third parties, certain pre-approved equipment, other personal property and fixtures, and construction at the Site, and to pay for related construction and other labor at the Site, and for other items approved by Franchisor, in each case incurred before the Open Date, as defined in the Franchise Agreement ("Permitted Purposes").

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises of the parties and for value received, Franchisee and Franchisor agree as follows:

1. DEFINITIONS. As used in this Agreement, terms defined in or pursuant to Article 9 of the UCC that are not otherwise defined herein shall have the meanings given them in or pursuant to Article 9 of the UCC. In addition:

"Amount Funded" means the aggregate amount of the Funding actually provided hereunder.

"Collateral" means all right, title and interest of Franchisee in and to accounts, chattel paper, documents, equipment, general intangibles, instruments, inventory, investment property, letter-of-credit rights and letters of credit, in each case whether Franchisor now has or hereafter acquires ownership or other rights therein, including but not limited to Financed Equipment Collateral.

"Financed Equipment Collateral" means all goods (i) sold by Franchisor to Franchisee at any time pursuant to this Agreement, or (ii) purchased by Franchisee in whole or in part with proceeds of any loan or advance by Franchisor to Franchisee pursuant to this Agreement, regardless of whether such proceeds are paid by Franchisor directly to a seller, by Franchisor to Franchisee to enable the purchase of such goods, by Franchisor to Franchisee to replenish funds expended by Franchisee for such purchase, or otherwise, together with all additions, substitutions and replacements thereof, and all attachments, components, parts, and accessories and other goods installed thereon or affixed thereto or intended to be installed thereon or affixed thereto, in each case regardless of whether such goods constitute "purchase-money collateral" as defined in the UCC.

"Open Date" has the meaning specified in the Franchise Agreement.

"Outstanding Amount" means, at any time, the Amount Funded, less any prepayments pursuant to Section 3(c) and any reductions deemed to have occurred pursuant to Section 3(a).

"Royalty Fee" has the meaning specified in the Franchise Agreement.

"UCC" means the Uniform Commercial Code as adopted in the jurisdiction designated in the Franchise Agreement as the law governing the Franchise Agreement, or, as applicable, in any other state the laws of which are required to be applied in connection with the creation or perfection of security interests.

2. FUNDING. Franchisor shall designate, or Franchisee may from time to time request Fundings in accordance with this Agreement in such form as Franchisor may require. The decision as to whether to grant any such request shall be in the sole discretion of Franchisor. Without limiting Franchisor's discretion, Franchisee acknowledges that Franchisor does not intend to designate any Funding or honor any request for a Funding if (i) after honoring such request, the Amount Funded would exceed the Maximum Amount, (ii) the Franchise Agreement has terminated, or any event has occurred and is then continuing that would (or would, but for the passage of time, the giving of notice or both) permit Franchisor to terminate the Franchise Agreement, or (iii) the Fundings will not be used for Permitted Purposes. Franchisor may change the Maximum Amount at any time in its sole discretion based on Franchisor's verification of the square footage and/or gross sales of Franchisee's store. Without limiting the generality of the foregoing, Franchisor may reduce the Maximum Amount if, subsequent to the parties' execution of this Agreement but before the Open Date, the merchandise sales levels at the Store drop below the amount that Franchisor used to set the Maximum Amount. Franchisee shall use Fundings hereunder solely for Permitted Purposes. Franchisee acknowledges that Franchisor may, in its discretion, pay the proceeds of any Funding directly to the applicable suppliers and other payees intended to be paid with the proceeds of such Funding.

3. REDUCTIONS AND PAYMENT.

(a) So long as the Site is open and operating in full compliance with the

terms of the Franchise Agreement as of each such date and no event has occurred and is then continuing that would permit Franchisor to terminate the Franchise Agreement, the Outstanding Amount shall automatically be deemed reduced (i) on the day following the third anniversary of the Open Date, by an amount equal to 30% of the Amount Funded, and (ii) on the last day of each month thereafter until the Outstanding Amount has been reduced to $0, by an amount equal to 1/120th of the Amount Funded (or, if less, the then-applicable Outstanding Amount).

(b) Upon termination of the Franchise Agreement before the tenth anniversary of the Open Date for any reason, including as a result of the sale of Franchisee's business to a third party, Franchisee shall repay to Franchisor the entire Outstanding Amount, together with all Royalty Fees, Promotional Fees (each term as defined in the Franchise Agreement) and any other fees (including, without limitation, liquidated damages) due under the terms of the Franchise Agreement.

(c) Franchisee may at any time prepay Fundings in whole or in part. Any partial prepayment shall be applied to the deemed reductions of the Fundings hereunder in inverse order of maturity. No such prepayment shall reduce the amount of any Royalty Fees payable under the Franchise Agreement (including the rate at which such Royalty Fees are determined).

(d) Franchisee will pay when due or reimburse Franchisor on demand for all costs of collection of any of the obligations secured hereby and all other out-of-pocket expenses (including in each case all reasonable attorneys' fees) incurred by Franchisor in connection with the creation, perfection, satisfaction, protection, defense or enforcement of this Agreement or the security interest granted hereby, including expenses incurred in any litigation or bankruptcy or insolvency proceedings.

4. SECURITY INTEREST.

(a) To secure the payment of all debts, liabilities and obligations now or hereafter owing by Franchisee to Franchisor, whether under this Agreement or otherwise, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, or absolute or contingent, Franchisee grants to Franchisor a security interest in the Collateral. For avoidance of doubt, Franchisor has the right to file financing statements to evidence such security interest, in accordance with the UCC, and Franchisee authorizes, ratifies and approves any financing statement filed by Franchisor on or prior to the date of this Agreement. Without limiting the generality of the foregoing, Franchisee authorizes Franchisor to file one or more financing statements designating the Collateral as "all assets" of Franchisee or using any comparable or less comprehensive description.

(b) Franchisee, at its own cost and expense, shall (i) maintain the Collateral in good repair and operating condition, (ii) replace any Collateral that is stolen, lost, destroyed or damaged beyond repair, which replacement Collateral

shall become property of Franchisor, (iii) replace any parts of the Collateral which become worn out, lost, destroyed or damaged, which replacement parts shall become property of Franchisor, (iv) file the necessary tax returns and pay any property taxes associated with the Collateral, and (v) obtain insurance coverage for the Collateral as required by the insurance requirements of the Franchise Agreement. Franchisee shall not sell or otherwise dispose of any Collateral or any interest therein, or grant or suffer to exist any security interest or other lien thereon, other than the security interest granted hereunder, without the prior written consent of Franchisor, except that, until the occurrence of a default in the performance of any debt, liability or obligation secured hereby and the revocation by Franchisor of Franchisee's right to do so, Franchisee may sell any inventory constituting Collateral to buyers in the ordinary course of business.

(c) Franchisee shall from time to time execute and deliver such further assignments, control agreements and other documents (including but not limited to control agreements, original notes and other evidence of obligations owing to Franchisee, and documents for filing in applicable real estate records) as Franchisor reasonably requests to evidence, perfect or otherwise protect the security interest granted hereunder.

5. NO WARRANTIES. FRANCHISOR DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND REGARDING ANY GOODS OR SERVICES PURCHASED WITH THE FUNDED AMOUNT, WHETHER OR NOT PROVIDED BY OR SOLD THROUGH FRANCHISOR, AND FRANCHISOR SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS BETWEEN FRANCHISEE AND FRANCHISOR, FRANCHISEE AGREES TO ACCEPT ALL SUCH GOODS AND SERVICES WITHOUT ANY REPRESENTATION OR WARRANTY AND ON AN "AS-IS, WHERE-IS" BASIS.

6. LIMITATION OF REMEDIES. IN NO EVENT SHALL FRANCHISOR BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SIMILAR DAMAGES OF ANY KIND ARISING UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT, WHETHER FOR BREACH OF ANY WARRANTY, FOR BREACH OR REPUDIATION OF ANY OTHER TERM OR CONDITION OF THIS AGREEMENT, FOR NEGLIGENCE, ON THE BASIS OF STRICT LIABILITY, OR OTHERWISE.

7. GOVERNING LAW/DISPUTE RESOLUTION. Franchisee and Franchisor acknowledge and agree that the choice of law and dispute resolution provisions contained in the Franchise Agreement will govern any disputes arising out of or relating to this Agreement. As such, the choice of law and dispute resolution provisions contained in the Franchise Agreement are incorporated herein by reference.

8. NOTICES. Any notice to Franchisee under this Agreement shall be to the Site address or such other address as may be designated by Franchisee in writing and shall be deemed to have been given on the date delivered in the case of personal delivery or, if mailed, one day after deposited in first class or certified mail. Notices to Franchisor shall

be to: TMC Franchise Corporation, 1130 West Warner Road, Tempe, AZ 85284, or such other address as may be designated by Franchisor in writing.

9. MODIFICATION/ SEVERABILITY. No supplement, modification, assignment or amendment to this Agreement shall be binding unless executed in writing by both parties. The provisions of this Agreement shall be severable if any provision hereof is held by a court or arbitrator of competent jurisdiction to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

10. REPRESENTATIONS AND WARRANTIES. The parties executing this Agreement represent and warrant that they have full authority to bind and enter into this Agreement and fully perform the obligations set forth herein.

11. SUCCESSORS AND ASSIGNS. The terms of this Agreement shall inure to the benefit of and shall be binding upon the successors and permitted assigns of Franchisee and Franchisor. Franchisee may not assign this Agreement (by operation of law, via a change of control transaction or otherwise) without the prior written consent of Franchisor. Notwithstanding the foregoing, if Franchisor permits Franchisee to assign the unamortized portion of the Amount Funded, and this Agreement, to a purchaser of Franchisee's business, Franchisee shall remain bound by all the terms and conditions of this Agreement and shall be liable for all obligations under this Agreement if the purchaser/assignee fails to fulfill its obligations hereunder.

IN WITNESS WHEREOF, Franchisee and Franchisor hereby executed this Agreement as of the Effective Date:

FRANCHISOR: TMC Franchise Corporation	**FRANCHISEE:** **«ContractName»**
Signature: _____ Justin Shelton, Asst. Secretary	**Signature:** _____ Title:_____
Effective Date:_____	Date:_____
	Signature: _____ Title:_____ Date:_____
	Signature: _____ Title:_____ Date:_____

Schedule A to Equipment/Construction Funding Agreement

For a newly constructed Circle K Store and raze and rebuilds, two levels of funding are available, which, for purposes of the calculation of the Royalty Fees are referred to as "Level 2" funding amount and "Level 3" funding amount. The "Level 2" Maximum Amount is up to $50 for each square foot of selling space the Store contains. The "Level 3" Maximum Amount is up to $70 for each square foot of selling space the Circle K Store contains. Franchisor will determine the square footage of the Circle K Store to establish the Maximum Amount.

For bay conversions, store re-openings, store expansion projects, or conversions where Franchisor cannot adequately verify existing sales levels, two levels of funding are available, which, for purposes of the calculation of the Royalty Fees are referred to as "Level 2" funding and "Level 3" funding. The "Level 2" Maximum Amount is up to $40 for each square foot of selling space the Circle K Store contains, capped at $90,000. The "Level 3" Maximum Amount is up to $60 for each square foot of selling space the Circle K Store contains, capped at $135,000. Franchisor has the right to determine the square footage to establish the Maximum Amount.

For a Conversion Store, the Maximum Amount is based on the verified annual amount of the Conversion Store's Gross Sales for the most recently completed 12-month period as determined by Franchisee and Franchisor. If the Conversion Store's tobacco sales as a percentage of the total sales are substantially over the average for such percentage, the funding may be altered. Otherwise, the Maximum Amount for Conversion Stores is as follows:

"Level 1 Funding" for Existing C-Store:

Average Gross Sales (last 12 months)	**Maximum Amount Available**
$50,000 or less	Up to 0.5 times Gross Sales
$50,001 to $75,000	Up to 0.6 times Gross Sales
$75,001 to $100,000	Up to 0.7 times Gross Sales
$100,000+	Up to 0.75 times Gross Sales

"Level 2 Funding" for Existing C-Store:

Average Gross Sales (last 12 months)	**Maximum Amount Available**
$50,000 or less	Up to 0.8 times Gross Sales
$50,001 to $75,000	Up to 0.9 times Gross Sales
$75,001 to $100,000	Up to 1.1 times Gross Sales
$100,000 to $150,000	Up to 1.2 times Gross Sales

Average Gross Sales (last 12 months)	Maximum Amount Available
$150,001+	Up to 1.3 times Gross Sales

"Level 3 Funding" for Existing C-Store:

Average Gross Sales (last 12 months)	Maximum Amount Available
$50,000 or less	Up to 1.1 times Gross Sales
$50,001 to $75,000	Up to 1.3 times Gross Sales
$75,001 to $100,000	Up to 1.4 times Gross Sales
$100,000 to $150,000	Up to 1.5 times Gross Sales
$150,001+	Up to 1.6 times Gross Sales

Exhibit 5

PERSONAL GUARANTY

[*Attached as Exhibit J to this Franchise Disclosure Document*]

Exhibit 6

CREDIT NETWORK AGREEMENT

This Credit Network Agreement (the "Agreement") is made and entered into as of the Effective Date (as set forth on the signature page hereto) and is by and between TMC Franchise Corporation ("TMC") and _____ ("Purchaser"). All capitalized terms not defined in this Agreement will have the meanings ascribed to them in the Underlying Agreement (defined below).

1. TMC's Credit Card Program. Purchaser agrees to participate fully in and comply with the terms and conditions of TMC's program regarding acceptance and processing of payments in connection with customer purchases of products and services of the Circle K Business using credit cards, debit cards, stored value cards and all other types of transaction payment cards that have been approved by TMC or its affiliates from time to time, as such program may be modified from time to time by TMC or its affiliates (the "Credit Card Program"). For the purposes of this Agreement, the terms "credit card" or "credit cards" will mean and include, where applicable, the credit cards, debit cards, stored value cards and all other types of transaction payment cards that have been approved by TMC or its affiliates from time to time under the Credit Card Program. Purchaser will immediately forward all customer applications for Circle K®-branded credit cards to TMC for approval and card issuance by TMC or its designee ("Circle K® credit cards"). The termination or expiration of this Agreement will automatically terminate all rights of Purchaser with respect to any Credit Card Program, including without limitation, all rights of Purchaser to process credit card charges with TMC or its affiliates. Purchaser's participation in any Credit Card Program will be subject to all of the terms and conditions established from time to time by TMC or its affiliates. Purchaser shall accept all credit cards designated by TMC and will, in addition to the terms and conditions contained in this Agreement, be fully subject to and will comply with all card agreements in force between TMC or its affiliates and VISA, MasterCard, American Express, other card issuers and/or any bank, and these card agreements are expressly incorporated herein by reference. Purchaser shall not discriminate in any manner against Circle K® credit card holders as opposed to the holders of any other credit card, such as bank credit cards, that Purchaser is authorized to accept. As used herein the term "Circle K Business" means all business conducted at the Premises (as defined below) under the Circle K trademarks and business system.

2. Term. This Agreement shall be effective commencing on the Effective Date and, except as set forth in paragraph 6 below, shall remain in effect for the same term (including any extensions thereof) as (a) the CIRCLE K® Convenience Store Franchise Agreement between TMC and Purchaser for the operation of the Circle K Business at the Premises, if no motor fuel is offered for sale to the public at the Premises (as defined below) or (b) the Circle K® Motor Fuel Agreement or Circle K® Branding Agreement, as applicable, between TMC and Purchaser, for the sale of Circle K-branded motor fuel at the Premises. The Convenience Store Franchise Agreement, the Motor Fuel Agreement or the Branding Agreement pursuant to which this Agreement was executed by the parties shall be referred to herein as the "Underlying Agreement".

3. Purchase and Use of Equipment; Network Fees.

(a) Purchaser shall purchase the approved credit and debit card electronic credit

authorization terminals and related peripheral equipment (the "Equipment") from TMC or its designee and shall pay for the installation of the credit authorization terminals, by an installer selected by TMC, at the Premises. The Equipment will be sold to Purchaser at the prices and on the terms established by TMC or its designee from time to time. Within 30 days after receiving written notice from TMC, Purchaser shall install all updated credit and debit card equipment for the Circle K® Credit Card Program specified by TMC in writing. As part of the Equipment, TMC may provide Purchaser with certain proprietary or third-party software or firmware and access to TMC's network (the "TMC Network"). Purchaser understands and agrees that, in connection with its use of the Equipment and the TMC Network, Purchaser must comply with TMC's instructions and guidelines from time to time communicated to Purchaser hereunder, whether communicated in written or electronic form (such guidelines and instructions referred to collectively as the "Card Guide"), and failure by Purchaser to comply with the Card Guide constitutes a default under this Agreement.

(b) Purchaser understands that the Equipment may include software that is proprietary to TMC or a designated third-party supplier, and Purchaser has no right, title, or ownership interest in such software and agrees that it will neither attempt to copy, modify, reverse engineer, decompile, disassemble or otherwise attempt to derive the source code of such software, nor will Purchaser attempt to place any lien or other encumbrance on or sell any Equipment. Any lien, other encumbrance or sale by Purchaser of any such Equipment shall be void.

(c) TMC MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO THE CAPABILITY, EFFICIENCY, PERFORMANCE, OR FITNESS FOR PARTICULAR PURPOSE OF THE TMC NETWORK, THE SALES TRANSACTION AUTHORIZATION SERVICE, CONNECTION TO THE TMC NETWORK, ITS SALES TRANSACTION DATA CAPTURE SERVICE OR ANY CREDIT/DEBIT EQUIPMENT PROVIDED HEREUNDER, IF ANY. TMC WILL NOT BE LIABLE TO PURCHASER IN CONTRACT OR IN TORT FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, ARISING OUT OF THIS AGREEMENT. TMC will not be responsible in any way for, or have any liability arising out of the use of, any equipment including, without limitation, terminals, supplies or peripheral equipment that Purchaser purchases, leases or otherwise acquires as part of its obligations hereunder.

(d) TMC reserves the right to make any changes or modifications in the TMC Network or the method by which Purchaser is provided access to the TMC Network, and Purchaser agrees to permit TMC to alter any Equipment to accommodate such changes or modifications, at Purchaser's expense.

(e) Purchaser must pay TMC the then-current service fee for access to and use of the TMC Network and any Equipment that TMC provides, if any, in the current amount of $50 per month ("Network Fee"), payable in advance on the 25th day of each month. The Network Fee may be adjusted by TMC from time to time on thirty (30) days' prior written notice to Purchaser. The Network Fee covers support for such costs as the broadband connection, the virtual private network (VPN), the router and Local Area Network (LAN) switch, Purchaser's broadband internet service and backup broadband connection. The LAN switch must be for the sole use of the EPOS

terminals. TMC will order and install the broadband connection in accordance with TMC's Wide Area Network (WAN) standards and provisions. In addition to the Network Fee, Purchaser shall pay to, or reimburse, TMC for all taxes, fees, duties, or other governmental levies or charges that are now imposed, or may hereafter be imposed, on or with respect to any services provided by TMC under this Agreement.

4. Assignment of Credit Card Charges; Processing and Per-Transaction Fees. Purchaser agrees to assign, and TMC, or TMC's designee, agrees to purchase from Purchaser, the credit card sales invoices and the underlying credit card sales accounts for all Circle K® credit card charges and other approved credit card charges made by cardholders at the Premises for 100% of the total dollar amount shown on the face of the credit card sales invoices that have been prepared and submitted to TMC or its designee in accordance with the terms and conditions of this Agreement. TMC will credit Purchaser's trade account with TMC for the amount of the payment due to Purchaser for the purchase of credit card sales invoices and the underlying credit card sales accounts by TMC. Purchaser will submit to TMC or its designee the original copies of all credit card sales invoices except as otherwise directed by TMC. It is understood that there will not be a merchant copy of "pay at the pump" credit card transactions or for transactions under certain dollar amounts specified from time to time by TMC. TMC will also purchase and accept assignments by Purchaser of retail credit card sales invoices from the cardholders of VISA, MasterCard, American Express, and the other credit cards approved by TMC in writing.

Purchaser will pay to TMC or its designee a processing fee and/or per-transaction fee, in the amount and in the manner established by TMC or its designee from time to time. The current amounts of the processing fees and per-transaction fees are set forth in the Franchise Disclosure Document delivered to Purchaser in connection with entering into the Underlying Agreement. TMC reserves the right to change the fee amounts upon 30 days' prior written notice. TMC reserves the right to deduct any processing fees and per-transaction fees from the credit card sales invoice amounts purchased by TMC hereunder. TMC also reserves the right to replace the TMC Network with a substitute network and charge fees for Purchaser's access to and use of such substitute network. Any such substitute network will be considered TMC Network for purposes of this Agreement.

5. Purchaser's Representations, Warranties and Covenants. With respect to each credit card invoice purchased by TMC or its designee hereunder, Purchaser represents and warrants that Purchaser has no knowledge that (a) the signature on the credit card sales invoice is unauthorized, (b) the credit card used by the cardholder is not genuine, (c) the credit card sales invoice was altered subsequent to its signature, (d) any portions of the credit card sales invoice completed by Purchaser, its employees or agents were completed fraudulently or incorrectly, (e) the credit card used by the cardholder was unauthorized or canceled, (f) the credit card used by the cardholder or the credit card user was not authorized, or (g) the credit card was used by the cardholder at a business other than the Premises. Purchaser agrees to keep secure and protect from disclosure all card transaction data in accordance with then-current data security and privacy legal requirements, data security and privacy requirements of TMC and the terms of this Agreement.

6. Purchaser's Obligations to Repurchase Credit Card Invoices. Purchaser shall repurchase from TMC or its designee 100% of the total dollar amount shown on the face of any

credit card sales invoice that has been purchased from Purchaser by TMC or its designee where Purchaser (a) completes a transaction on any credit card whose account number is listed as unauthorized for use by the electronic credit card authorization system required by TMC to be used at the Circle K Business or in any written notice sent to Purchaser, (b) completes a transaction subsequent to the expiration date noted on the face of the cardholder's credit card, (c) completes the transaction when the signature (if required by the card issuer and whether captured physically or electronically) on the credit card sales invoice appears to be dissimilar to the signature appearing on the credit card (which signature may, but need not be, the name embossed on the credit card), (d) fails to deliver to the cardholder a true and complete copy of the credit card sales invoice at the time of the transaction, (e) fails to legibly show on any credit card sales invoice, the name of the cardholder (if required by the card issuer and whether captured physically or electronically), the transaction date, the description of the goods or services sold, the total amount of the charge sale, including all state and federal taxes, the signature of the cardholder, and the credit authorization system approval number, (f) is in default or otherwise violates any term or condition of this Agreement, (g) is advised or aware that the cardholder disputes liability for the purchase evidenced by the credit card sales invoice, (h) has been informed that the goods or services covered by the credit card sales invoice are claimed to be defective or returned, (i) completes a transaction on a credit card that was not authorized by the credit authorization system, (j) does not provide TMC with a copy of the credit card sales invoice (whether captured physically or electronically) within three days after the date of the credit card transaction, (k) fails to obtain the authorizations required by TMC to approve the transaction with the cardholder, including the failure to obtain a verbal telephonic authorization when prompted by the electronic credit card authorization system, (l) fails to comply with any Card Guide, and (m) any other instance where payment is refused or reversed by the card issuer for any reason.

For each transaction subject to Purchaser's repurchase hereunder, TMC may either charge the applicable amount owed to Purchaser's account or require Purchaser to make immediate refund to TMC, in the manner specified by TMC, without any deduction for any transaction and/or processing fees. Any credit card transactions that are charged back to Purchaser pursuant to this Section will be the sole responsibility of Purchaser.

7. Termination of Credit Card Program. TMC shall have the right to terminate the Credit Card Program, and all related agreements, by giving Purchaser 48 hours' prior written notice, and TMC may, at any time and with or without cause, terminate the Circle K® credit card privileges of Purchaser without terminating this Agreement or any other agreement between TMC and Purchaser. In the event of termination of this Agreement or Purchaser's right to participate in the Credit Card Program, TMC or its designee will continue to purchase credit card sales invoices from Purchaser for a period of 10 days following termination; provided the credit card sales invoices submitted by Purchaser are for transactions at the Premises that occurred prior to the date of termination and otherwise comply with the terms of this Agreement. For avoidance of doubt, Purchaser's repurchase obligations set forth herein will also continue beyond the date of termination. Termination of this Agreement or the Credit Card Program will not affect the rights or obligations of either party under this Agreement that may have arisen or accrued prior to the date of termination.

8. Indemnification. Purchaser shall indemnify, defend and hold TMC and its affiliates

harmless from and against any and all losses, liabilities, damages, costs, expenses and claims arising out of or related to (i) the use of the TMC Network or the Equipment, or (ii) Purchaser's failure to comply with the terms of this Agreement, including without limitation, any Credit Card Program.

9. Termination.

(a) This Agreement shall terminate immediately if any of the following occurs:

(i) the termination, expiration or nonrenewal of the Underlying Agreement;
(ii) Purchaser defaults in the performance of its obligations under this Agreement (including, without limitation any Credit Card Program or Card Guide) and fails to cure such default within ten (10) days following written notice from TMC of such default;
(iii) TMC gives Purchaser 48 hours' prior written notice of the termination of this Agreement or the Credit Card Program; or
(iv) TMC discontinues operation of the TMC Network and does not designate a substitute network.

(b) Upon the termination of this Agreement, TMC may remove, or caused to be removed, any TMC or third-party Equipment provided to Purchaser hereunder. In such event, Purchaser grants to TMC and its agents or contractors unimpeded access to the Premises to remove any such Equipment.

(c) Upon termination, Purchaser shall immediately pay, as fair and reasonable liquidated damages ("Liquidated Damages"), an amount equal to the lesser of (i) 48 or (ii) the remaining number of months under the term of this Agreement, multiplied by $3,000. Purchaser and TMC acknowledge and agree that the termination of this Agreement will result in TMC incurring damages based on lost revenues from fees and other amounts payable by Purchaser hereunder, and that it will be difficult to calculate with certainty the amount of damages TMC will incur. The provisions of this Section 9(c) do not apply if the Agreement expires at the end of its initial term or is terminated due to (i) Purchaser's (or if Purchaser is an entity, the principal equity holder's) death; (ii) Purchaser's (or if Purchaser is an entity, the principal equity holder's) incapacity for at least 90 consecutive days, in either case which event results in Purchaser's (or if Purchaser is an entity, the principal equity holder's) inability to personally operate its Circle K Business; (iii) condemnation or other taking, in whole or in part, of the Premises due to eminent domain; (iv) destruction of all or a substantial part of the Circle K Business or the Premises through no fault of Purchaser; or (v) a determination made by TMC in good faith and in the normal course of business to withdraw from marketing in the geographical area in which the Circle K Business is located. Notwithstanding the foregoing, if a court determines that the payment under this Section 9(c) is unenforceable, then TMC may pursue all other available remedies, including consequential damages to the extent proved.

10. Data Security and Privacy Requirements. Throughout the term of this Agreement, Purchaser shall comply with the payment card industry ("PCI") data security standards, as

established from time to time by the Payment Card Industry Security Standards Council or another industry-recognized regulatory agency or organization, all legal requirements regarding data security and privacy and any data security and privacy requirements imposed from time to time by TMC or its affiliates. Without limiting the foregoing, Purchaser agrees to meet PCI requirements for storing, accessing and transmitting cardholder data, and agrees to fully participate at TMC's request in any PCI data security standard compliance audits conducted by or on behalf of TMC or its affiliate. Additionally, Purchaser agrees to not install or connect any non-TMC approved computer systems or services, including but not limited to wireless systems and internet access, onto TMC Network, without the prior written approval of TMC.

Purchaser is solely responsible and liable for cardholder data in Purchaser's possession and/or control, whether in paper or electronic form. Purchaser must notify TMC immediately of any known or suspected information security compromise, specifically, but not limited to, one that may impact cardholder data. Purchaser shall fully cooperate with and provide access to a PCI representative, or PCI-approved third party, for purposes of conducting a security review after a data security intrusion or breach has been detected. Purchaser will pay, and will indemnify, defend and hold harmless TMC and its affiliates from and against any and all fines, penalties, expenses, liabilities, losses, claims, damages and costs (including costs of data breach notification) associated with any data security breach caused by or arising out of Purchaser's failure to secure cardholder data or to maintain full compliance with PCI standards and the terms of this Agreement.

11. Records. Purchaser will maintain, and TMC or its designee will have the right to examine, all records, reports and other forms that TMC may request relating to Purchaser's participation in any Credit Card Program. Without limiting the foregoing, Purchaser shall maintain a record of each sales transaction (including the actual draft generated by the sale) for a period of no less than six (6) months from the date of the transaction.

12. Miscellaneous.

(a) Assignment. Purchaser shall not assign its interest in this Agreement, directly or indirectly, without the prior written consent of TMC, which consent shall not be unreasonably withheld. Any assignment or transfer of Purchaser's interest in this Agreement without such prior written consent shall be null and void and of no effect.

(b) Amendment/Modification. This Agreement (together with the EPOS Agreement) cancels and supersedes all prior written and unwritten agreements, attachments, schedules, appendices, amendments, promises, and understandings between the parties pertaining to the matters covered under this Agreement and is a final, complete and exclusive statement of the agreement between the parties hereto. THERE ARE NO ORAL UNDERSTANDINGS, REPRESENTATIONS OR WARRANTIES AFFECTING IT. No amendment, deletion, modification, or alteration to this Agreement shall have any effect unless and until made in writing and signed by an authorized representative of TMC.

(c) No Third-Party Beneficiary. Nothing contained in this Agreement shall be deemed, interpreted, or construed to create, or express any intent to create, third party beneficiary rights in favor of any person or entity, except for any indemnified party (or other person entitled

to be indemnified pursuant to this Agreement), and TMC and Purchaser specifically state and agree that no such intent exists.

(d) Waiver of Liability. TMC shall not be responsible for or liable to Purchaser for any loss or damages due to down-time of the TMC Network, the Equipment or any terminals or associated equipment because of repair or maintenance or due to failure of any connection of the terminals or equipment associated with the TMC Network.

(e) Notices. All written notices required or permitted to be given by this Agreement shall be deemed to be duly given if delivered personally or sent by certified, or overnight mail via a reputable national carrier, to the other party at the address set forth above or to such other address as may be furnished by either party to the other in writing in accordance with the provisions of this paragraph. The date of mailing shall be deemed the date of giving such notice, except for notice of change of address, which must be received to be effective.

(f) Attorneys' Fees. It is hereby agreed to and understood by the parties to this Agreement that TMC shall be entitled to recover from Purchaser all reasonable attorneys' fees and other legal costs incurred by TMC to secure or protect its rights under this Agreement or to enforce the terms thereof, whether at law or in equity.

TMC:	**PURCHASER**:
TMC FRANCHISE CORPORATION	_____
By: _____	By: _____
Title: _____	Title: _____
Effective Date: _____	Date: _____

SECURITY DEPOSIT AGREEMENT

This Security Deposit Agreement ("Agreement") is made this _____day of _____, 20_____ between _____, with a business address of _____ ("Purchaser") and TMC Franchise Corporation, an Arizona corporation, with a business address of 1130 West Warner Road, Tempe, Arizona 85284 ("TMC"). All capitalized terms not defined in this Agreement will have the meanings ascribed to them in the Motor Fuel Agreement (defined below).

WITNESSETH:

WHEREAS, Purchaser and TMC are parties to the CIRCLE K® Franchise Agreement identified below; and

WHEREAS, TMC requires Purchaser to deposit with TMC a security deposit to secure Purchaser's performance under the Franchise Agreement; and

WHEREAS, Purchaser agrees to deposit with TMC a security deposit pursuant to the terms and conditions contained in this Agreement.

NOW THEREFORE, as an inducement to TMC to enter into the Franchise Agreement and for other good and valuable consideration, the receipt and sufficiency of which Seller and Purchaser hereby acknowledge, the parties agree as follows:

1. Pursuant to the terms contained in this Agreement, Purchaser hereby deposits with TMC $10,000 (the "Security Deposit Amount") to secure Purchaser's full and faithful performance of the de-branding obligations contained in the following Motor Fuel Agreement:

(i) Franchise Agreement between _____ and TMC, dated _____.

Purchaser understands and agrees that TMC will hold the Security Deposit Amount in a non-interest-bearing account ("Security Deposit Account").

2. The parties hereto expressly covenant and agree that the Security Deposit Amount is not an advance payment, or on account, of any amounts due and owing under the Franchise or any part or installment thereof, or a measure of TMC's liquidated or unliquidated damages. Purchaser agrees that, if Purchaser fails to timely pay any amount due and owing under the Franchise, TMC may, without obligation to do so, draw upon the Security Deposit Account and apply the funds contained therein toward the payment of any amount that remains due and owing. If TMC draws upon the Security Deposit Account to apply such funds to the payment of any amount due and owing, Purchaser shall immediately deposit with TMC an amount sufficient to restore the amount contained in the Security Deposit Account to the amount noted in paragraph 1 above.

3. Upon the termination, nonrenewal, or expiration of the Franchise Agreement identified in paragraph 1, TMC will: (a) have the right, but not the obligation, to draw upon the Security

Deposit Account to make good any past due amounts, loss, damage, injury, or liability caused by Purchaser's failure to perform any condition, covenant, or term of, or make any payment under, the Franchise Agreement; and (b) return the balance of the Security Deposit Amount relating to the terminated or expired Franchise Agreement to Purchaser no later than 60 days after such termination, nonrenewal, or expiration.

4. If TMC draws upon the Security Deposit Account as permitted under this Agreement, TMC may do so without prejudice to any other rights it may have under the Franchise Agreement, the law, or in equity.

5. This Agreement shall become effective on the date first written above and shall remain in effect until the termination or expiration of the Franchise Agreement listed in paragraph 1 above and Purchaser's payment of all obligations required under this Agreement.

6. It is hereby agreed to and understood by the parties to this Agreement that TMC will be entitled to recover from Purchaser all reasonable attorneys' fees and other legal costs incurred by TMC to secure or protect its rights under this Agreement or to enforce the terms thereof, whether at law or in equity.

TMC: TMC FRANCHISE CORPORATION	PURCHASER: _____
By:_____	By:_____
Title:_____	Title:_____

NOTE: The following documents are only applicable if you enter into a motor fuel agreement with us. You are not required to purchase motor fuel from us or our affiliates.

EXHIBIT G

Motor Fuel Agreement

MOTOR FUEL AGREEMENT

This Motor Fuel Agreement (the "Agreement") is made and entered into between TMC Franchise Corporation("Seller") and _____, ("Purchaser").

WITNESSETH:

In consideration of the mutual promises herein contained, Seller, or its affiliate on behalf of Seller, will sell and deliver to Purchaser at the premises located at _____ (the "Premises"), and Purchaser will purchase, receive and pay for, branded motor fuel product(s) under the CIRCLE K® trademarks, service marks, trade names, brand names, trade dress, logos, color patterns, color schemes, design schemes, insignia, image standards or other brand identifications (the "Proprietary Marks"), and other products, of the kind and in the quantities and under the terms and conditions specifically set forth in Commodity Schedule(s) attached hereto and made a part hereof.

1. Term; Renewal. The term ("Term") of this Agreement will begin on the Effective Date (as defined on signature page hereto) and will terminate upon the expiration or earlier termination of the Convenience Store Franchise Agreement entered into between Seller and Purchaser governing the Premises (the "Convenience Store Franchise Agreement"), unless terminated earlier pursuant to the terms hereof. The Term will renew if and only if the Franchise Agreement is renewed, in accordance with the renewal terms and conditions set forth in the Franchise Agreement.

2. Products. Purchaser agrees that Seller will be the exclusive supplier of all of Purchaser's motor fuel requirements at the Premises at all times during the Term. The following Commodity Schedule(s) forming a part of this Agreement were affixed at or before the signing hereof.

COMMODITY SCHEDULE(S)	DATE
Gasoline	Effective Date
Diesel	Effective Date

By mutual agreement, this Agreement may be amended from time to time by adding other or additional schedules, substituting revised schedules or by deleting one or more items or provisions from any Commodity Schedule(s) listed above. Additional and revised schedules will be so marked and initialed by an authorized representative of Seller and by Purchaser and shall be affixed to and become a part of this Agreement from and after the date appearing on such additional or revised schedule(s). Deletions shall be by notice given as provided herein and effective when received.

3. Quantity. Seller will sell to Purchaser and Purchaser will purchase from Seller all of Purchaser's requirements for the product(s) covered by this Agreement in no less than the quantities shown on the applicable Commodity Schedule(s). However, during any period of this Agreement for which the amount of any such product(s) that Seller is required to deliver to

Purchaser is prescribed by government rules, regulations or orders, or becomes subject to an allocation by Seller's supplier of such products, the quantity of such product(s) covered by this Agreement shall be the quantity so prescribed or allocated instead of the quantity shown on the applicable Commodity Schedule(s). For purposes of the Commodity Schedule(s), the "agreement quantity" for any period shall be the quantity of product(s) which Seller is obligated to sell and Purchaser is obligated to buy under this Agreement during that period whether prescribed by the attached Commodity Schedule(s) or by government rules, regulations or orders. If Supplier reduces its allocation of products to Seller, then the quantity of products that Seller is obligated to deliver and sell to Purchaser under the applicable Commodity Schedule(s) shall be reduced in the same proportion as Supplier's reduction of its allocation to Seller for the same product and grade. Any purchase or sale in excess of the volumes described above shall not be considered to modify this Agreement as regards quantities to be delivered.

4. Price; Method of Payment; Security.

(a) The price of the product(s) covered by this Agreement shall be as stated in the applicable Commodity Schedule(s). The price of the product(s) covered by this Agreement will also include Seller's then-current costs for transporting the product(s) to you. Purchaser shall pay via electronic funds transfer ("EFT") (or at Seller's option, cash, certified or cashier's check, money order, Automated Direct Debit System, or other means approved by Seller), in full, for all products delivered to Purchaser by Seller under the terms of this Agreement within three (3) days of the delivery of such products.

(b) Where Seller requires payment via EFT, Purchaser will establish a commercial account with a financial institution that provides EFT services and will authorize Seller to initiate transfers of funds between Purchaser's account and Seller's accounts for payment of all amounts due to Seller under this Agreement. Purchaser shall not use, or permit to be used, said commercial account for personal, family, or household purposes. Purchaser will provide Seller with all information and authorization necessary to debit and credit Purchaser's account. Purchaser shall execute concurrently herewith Seller's standard EFT authorization agreement to permit Seller to debit and credit Purchaser's account. Purchaser shall maintain at all times funds in its account sufficient to make payments to Seller at the time of the EFT transaction. Should any EFT transaction be rejected by Purchaser's financial institution for Purchaser's failure to maintain sufficient funds in Purchaser's account, in addition to any other rights Seller may have under this Agreement or the law, Seller may collect a service charge for each occurrence of such rejection, whether or not payment is subsequently paid by Purchaser. In such event, Seller may also require, that subsequent payments be made by means of cash, certified or cashier's check, money order, or other means satisfactory to Seller upon or prior to delivery of product covered hereunder. Additionally, if insufficient funds are available in Purchaser's account at the time payment is due, Seller may charge Purchaser our then-current insufficient funds fee for each insufficient funds payment. Additionally, if Purchaser fails to timely pay Seller any amounts due under this Agreement by the due date, the payment will be considered late and Seller may charge Purchaser interest on the amount past due at the lesser of 1½ % per month or the maximum legal rate allowed under applicable law, but no more than 18% per annum simple interest. A payment will be considered late if (i) Purchaser fails to pay Seller the total amount owed when due or (ii) if insufficient funds are available in Purchaser's account to fully pay the amount owed. Purchaser shall indemnify,

defend and hold Seller harmless for any losses, costs, or damages arising out of any breach or violation of this subparagraph (b).

(c) If at any time the financial responsibility of Purchaser shall become impaired or unsatisfactory to Seller, or should Purchaser be in arrears in his accounts with Seller, Seller may require, as a condition of making further deliveries under this Agreement, payment by Purchaser of all past due accounts and cash payment prior to, or upon, all such future deliveries.

(d) In connection with signing this Agreement, Purchaser must sign the Security Deposit Agreement attached hereto as Exhibit 1 and pay Seller a security deposit in accordance with the terms of the Security Deposit Agreement.

5. Control. Purchaser is an independent business with the exclusive right to direct and control the business operation at the Premises, including the establishment of the prices at which products and merchandise are sold. Seller reserves no control over the business at the Premises. Purchaser has no authority to employ anyone as an employee or agent of Seller for any purpose. No employee of Purchaser will be deemed to be an employee of Seller for any purpose whatsoever, and nothing in any aspect of this Agreement or with respect to the Proprietary Marks in any way shifts any employee or employment related responsibility from Seller to Purchaser. Purchaser alone is responsible for hiring, firing, training, setting hours for and supervising all employees.

6. Liability; Indemnification. Seller shall not be liable to Purchaser or to any other person for any damage to or loss of property, or for injury to or death of persons, or for the violation by Purchaser or any other person, of any governmental statute, law, regulation, rule, or ordinance, arising from the operation or activities of Purchaser or any other person pursuant to this Agreement. Purchaser shall indemnify, protect, defend, and save Seller harmless from and against any and all losses, claims, liabilities, environmental cleanup costs, fines, penalties, suits and actions, judgments and costs, including attorneys' fees and the costs of litigation, which shall arise from, or grow out of, any injury to or death of persons, or damage to or loss of property, or violation by Purchaser or any other person of any governmental statute, law, regulation, rule, or ordinance, directly or indirectly resulting from, or in any way connected with (i) Purchaser's performance of this Agreement, (ii) operation of Purchaser, or activities of any other person, at the Premises, or (iii) the condition of the Premises or of the adjoining streets, sidewalks or ways, irrespective of whether such injury, death, damage or loss is sustained by Purchaser or any other person, firm or corporation which may seek to hold Seller liable. The existence or non-existence of any insurance required under this Agreement will not limit Purchaser's indemnity or other obligations under this Agreement. This indemnity shall survive the termination or nonrenewal of this Agreement.

7. Credit. Nothing herein shall be construed as obligating Seller to extend any credit to Purchaser.

8. Debit/Credit Cards.

(a) As long as Seller elects to accept specified credit cards, credit identifications, fleet cards, debit cards, pre-paid cards or other similar transaction authorization cards (collectively, "Transaction Cards"), Purchaser must accept and honor all Transaction Cards identified in Seller's

Circle K Card Guide and other similar manuals and guidelines, whether in written or electronic form (such guide, manuals, and other guidelines referred to as the "Card Guide") for the purchase of authorized products and services. Purchaser shall account for and process all such transactions in strict compliance with the terms set forth in the Card Guide. Purchaser shall pay all debit/credit card (processing) fees and service (transaction) fees incurred in connection with the debit/credit card transactions. The current processing and transaction fees are noted in Seller's current franchise disclosure document. Seller reserves the right to modify the processing and/or transaction fees from time to time on 30 days' advance written notice, up to an increase of twenty percent (20%) in any twelve-month period.

(b) Seller shall accept from Purchaser all transactions generated as a result of purchases made with authorized Transaction Cards and shall process such purchases in accordance with the terms in the Card Guide. At Seller's option, Seller shall pay the amount of the transactions to Purchaser, after deducting all processing and transaction fees, by: (i) check to Purchaser; (ii) a credit to Purchaser's bank account by EFT; or (iii) setting off the amount against Purchaser's account with Seller.

(c) For each transaction not authorized, disputed by a customer, or otherwise subject to chargeback under the Card Guide, Seller may either charge the amount to Purchaser's account or require Purchaser to make immediate refund to Seller, including refund by draft or EFT initiated by Seller, without any deduction for any transaction and/or processing fees.

(d) Purchaser acknowledges receipt of a copy of the Card Guide and shall comply fully with the operating rules, terms and conditions thereof. Without limiting any rights or remedies available to Seller, if Purchaser fails to comply with this paragraph or the Card Guide, Seller may limit or terminate Purchaser's right to participate in the Transaction Card program. Further, Seller may alter, modify, amend, or terminate the Transaction Card program at any time upon notice to Purchaser.

(e) Seller reserves the right to charge back sales transaction amounts. Purchaser shall maintain a record of each sales transaction (including the actual draft generated by the sale) for a period of no less than six (6) months from the date of the transaction. Any debit/credit card transactions that are charged back because of failure to comply with the then-current instructions and policies in the Card Guide or because of customer dispute will be the responsibility of the Purchaser.

(f) Purchaser and Seller agree that all Transaction Card sales at the Premises will be made pursuant to a point of sale ("POS") system for processing Transaction Cards. Purchaser will have the responsibility of providing a POS machine and other associated equipment at all times during the Term of this Agreement at the Premises and will comply with Seller's POS policies and guidelines, as amended from time to time. Such POS machine and other associated equipment will be the property of Purchaser. Seller agrees to provide network connectivity to Purchaser. In connection with providing network connectivity to Purchaser, Purchaser and Seller will enter into the Credit Network Agreement attached hereto as Exhibit 2. In accordance with the terms of the Credit Network Agreement, Purchaser will pay Seller a monthly Network Fee, which Seller may increase upon 30 days' advance written notice. Purchaser understands that Seller's or third-party

software or firmware or equipment may be installed in the POS machine for use at the Premises and that such software or firmware or equipment are proprietary products of the Seller or the third party. In such event, Purchaser understands and agrees that it has no right, title, or ownership interest in such software or firmware or equipment and agrees that it will not attempt to copy, modify, reverse engineer, decompile, disassemble or otherwise attempt to derive the source code of such software or firmware or equipment. It is Purchaser's responsibility to make sure that it is in compliance with all laws that are applicable to the POS system or other technology used in the operation of Purchaser's business, including all data protection or security laws as well as payment card industry (PCI) and Europay, MasterCard and Visa (EMV) compliance.

(g) If Seller introduces its own proprietary credit cards, credit identifications, fleet cards, debit cards, pre-paid cards or other similar transaction authorization cards for the purchase of Circle K motor fuel products, Purchaser shall accept and honor all such cards pursuant to the terms and conditions contained in this paragraph 9. The term "Transaction Cards" shall be understood to include all such Circle K cards.

9. Delivery; Title; Risk of Loss. Delivery, passage of title and risk of loss of the product(s) covered by this Agreement shall be as set forth in the attached Commodity Schedule(s).

10. Taxes. It is agreed that any duty, tax, fee or other charge which Seller may be required to collect or pay under any municipal, state, federal or other laws now in effect or hereafter enacted with respect to the production, manufacture, inspection, transportation, storage, sale, delivery or use of the product(s) covered by this Agreement shall be added to the prices to be paid by Purchaser for product(s) purchased hereunder.

11. Delays or Failure to Perform.

(a) Any delays in or failure of performance of either party hereto shall not constitute default hereunder or give rise to any claims for damages of and to the extent that such delay or failure is caused by occurrences including, but not limited to, acts of God or the public enemy; expropriation or confiscation of facilities; compliance with any order or request of any governmental authority; acts of war, rebellion, terror, or sabotage or damage resulting there from; embargoes or other import or export restrictions; fires, floods, explosions, accidents, or breakdowns; riots; strikes or other concerted acts of workers, whether direct or indirect; or any other causes whether or not of the same class or kind as those specifically above named which are not within the control of the party affected and which, by the exercise of reasonable diligence, said party is unable to prevent or provide against. A party whose performance is affected by any of the causes set forth in the preceding sentence shall give prompt written notice thereof to the other party.

(b) Seller shall be under no obligation to make deliveries hereunder at any time when in Seller's sole judgment it has reason to believe that the making of such delivery would be likely to cause strikes to be called against it or cause its properties to be picketed.

(c) Seller shall not be required to make up deliveries omitted on account of any of the causes set forth in subparagraph (a) above.

(d) Nothing in this paragraph shall excuse Purchaser from making payment when due for deliveries made under the Agreement.

12. Excess Quantities. If Seller should actually deliver to Purchaser, and Purchaser should actually accept and receive, during the Term hereof, including any renewal periods, quantities of product(s) in excess of the maximum quantities provided in the Commodity Schedule, Purchaser shall pay for said product(s) at the prices and in the method herein provided. However, nothing in this paragraph shall be deemed to authorize the purchase of quantities otherwise unauthorized under monthly or annual quantity limitations.

13. Determination of Quantity and Quality. The quantity and quality of product(s) sold hereunder shall be for all purposes conclusively deemed to be the quantity and quality set forth in Seller's document of delivery unless, within twenty-four (24) hours of the time of delivery, Purchaser delivers to Seller written notice of any claimed shortage in quantity or claimed deviation in quality, or where discovery of any such shortage or deviation could not reasonably have been discovered by careful inspection at the time of delivery, within three (3) days after discovery. Purchaser's written notice, or the absence thereof, shall be conclusive with respect to the fact of and the time and date of notice under this paragraph. Time is of the essence in complying with this provision.

14. No Changes to Products; Inspections; Use of Proprietary Marks; Approved Suppliers.

(a) Purchaser shall not mix, commingle, blend, adulterate, or otherwise change the composition of any of the product(s) purchased hereunder and resold by Purchaser under said Proprietary Marks with other products or substances in any manner.

(b) Seller is hereby given the right to enter the Premises and to examine at any time, and from time to time, the contents of Purchaser's tanks or containers in which said product(s) purchased hereunder are stored and to take samples there from and, if in the opinion of Seller, any samples taken are not said product(s) and in the condition in which delivered by Seller to Purchaser then Seller may at its option cancel and terminate this Agreement. Seller's inspection rights under the Franchise Agreement shall apply to this Agreement, and in connection therewith, Seller shall have the right to enter the Premises unimpeded to review and audit all station records including, but not limited to, all records of deliveries, sales and inventory reconciliation, to take samples of motor fuels stored at the Premises, and to inspect equipment and Purchaser's use of the Proprietary Marks. Any evaluation or inspection Seller conducts is not intended to exercise, and does not constitute, control over Purchaser's day-to-day operation of Purchaser's business or to assume any responsibility for Purchaser's obligations under this Agreement.

(c) All use by Purchaser of the Proprietary Marks hereunder must comply with the trademark requirements and related terms and conditions set forth in the Franchise Agreement. Without limiting the foregoing, all items containing the Proprietary Marks (including all signage) must be purchased from Seller's approved suppliers. Seller will provide Purchaser with a list of approved suppliers, which list Seller may modify from time to time. Upon termination, non-renewal or expiration of this Agreement or at any time upon demand by Seller, in accordance with the terms set forth in the Franchise Agreement, Purchaser shall discontinue all use of Proprietary Marks.

(d) While Purchaser uses the Proprietary Marks hereunder, Seller's customer service standards as set forth in the Franchise Agreement shall apply to Purchaser's conduct under this Agreement. Purchaser shall participate in Seller's image evaluation programs, "mystery" or shop audit programs, or any similar programs, conducted or sponsored by Seller. Purchaser shall promptly take corrective action as required by Seller to bring the Premises into compliance with the Seller's brand standards set forth in the Franchise Agreement. Purchaser understands and agrees that Purchaser's failure to comply with any such program shall be a material breach of this Agreement.

15. Quality, Specification or Name of Product. Seller shall have the right at any time during the life of this Agreement to change, alter, amend or eliminate any of the motor fuel product(s) covered by this Agreement. Seller may also either (a) change or alter the quality, grade, or specifications of any product(s) covered by this Agreement or (b) discontinue the availability of any such product(s). Any such change or discontinuation shall not affect the minimum purchase requirements set forth in the Commodity Schedule(s) attached hereto. Seller shall give Purchaser written notice of discontinuance of the manufacture of any product(s) covered by this Agreement. The Agreement shall terminate as to such discontinued product(s) when such notice is effective.

16. Assignment. This Agreement is personal to Purchaser. Purchaser's interest in this Agreement shall not be transferred or assigned by Purchaser in whole or in part, directly or indirectly, without the prior written consent of Seller and only upon satisfaction of the transfer conditions set forth in the Franchise Agreement. The transfer provisions of the Franchise Agreement apply to any Transfer (as such term is defined in the Franchise Agreement) by Purchaser hereunder. This Agreement, or any of Purchaser's rights or obligations hereunder, may only be transferred contemporaneously with the transfer of the Franchise Agreement and only to the approved transferee of the Franchise Agreement.

17. Waiver. No waiver by Seller of any breach of any of the covenants or conditions herein contained to be performed by the Purchaser shall be construed as a waiver of any succeeding breach of the same or any other covenant or condition.

18. Franchisor's Right of First Offer and Right of First Refusal Regarding Fuel. Section 8.21 of the Franchise Agreement shall apply to this Agreement, *mutatis mutandis*.

18. Environmental Compliance.

(a) Purchaser shall become informed about and comply with all local, state and federal laws, statutes, regulations and ordinances related to environmental protection or compliance relevant to Purchaser's operations at the Premises, whether currently in effect or which may come into effect in the future.

(b) Purchaser shall comply with all applicable local, state and federal underground storage tank ("UST") compliance requirements, whether currently in effect or which may come into effect in the future, including, but not limited to: (i) required inspections of any release detection equipment for USTs and product lines; (ii) required inspections of any automatic tank gauging equipment; and (iii) maintenance and required inspections of any vapor recovery equipment. Purchaser shall maintain written records of all maintenance and inspections of UST equipment. Repair workorders and records on USTs must be kept for the life of the tank.

(c) Purchaser shall make accurate daily physical measurement of all products stored in USTs and perform accurate daily and monthly reconciliation of such measurements with metered sales and product deliveries in accordance with all applicable state, local and federal requirements. Purchaser shall develop and maintain accurate written records of the daily physical product measurements and daily and monthly reconciliation. Purchaser will maintain such records at the Premises for at least twelve (12) months, or longer if required by law. Purchaser shall immediately notify Seller and any appropriate local, state or federal governmental agency after discovery of any inventory loss or other condition which may be the result of a leaking UST or other equipment failure. Purchaser shall immediately investigate and undertake all appropriate initial abatement and other emergency measures to contain, treat, mitigate and/or remediate a discharge, spill, or release of motor fuels or other motor fuel products at the Premises.

(d) Purchaser shall become informed about and comply with all applicable local, state and federal requirements related to the generation, handling, transportation, treatment, storage and/or disposal of solid or hazardous wastes. Purchaser also shall implement appropriate recycling, waste management and waste minimization practices and procedures as necessary to remain in compliance with all applicable local, state and federal environmental protection and compliance requirements.

(e) Purchaser agrees that Seller's representatives shall be permitted to enter upon the Premises from time to time to perform physical measurements and reconciliation of product stored in USTs and to inspect and/or test any equipment and records used for complying with any local, state, or federal environmental protection or environmental compliance requirements, including, but not limited to, Purchaser's reconciliation and inspection records. However, Seller is not obligated to make any such inspections or tests.

(f) Purchaser shall, if requested by Seller, cooperate in all current and future environmental protection programs established by Seller and/or Seller's supplier.

(g) Purchaser shall properly maintain all USTs, hoses, connections, and associated equipment at the Premises. Seller may, without liability to Purchaser, refuse to make delivery of

products covered under this Agreement if Seller believes any UST, hose, connection, or associated equipment is not safely maintained or in compliance with applicable safety standards.

(h) Purchaser shall indemnify, defend, protect and hold Seller, its employees, officers, directors, shareholders, agents and affiliates harmless from and against any and all liabilities, losses, obligations, claims, damages (consequential or otherwise), penalties, suits, actions, judgments, costs and expenses (including attorneys' fees) of whatever nature for personal injury (including death) of persons (including, without limitation, agents and employees of Seller or Purchaser) or property damage (including, without limitation, damage to the property of Seller or Purchaser), which may be imposed on, incurred by or asserted against Seller directly or indirectly, (i) caused in whole or in part by Purchaser's failure to comply with the terms of this paragraph or with any local, state or federal law, statute, regulation or ordinance, whether currently in effect or which may come into effect, related to environmental protection or environmental compliance or (ii) for any releases or discharges of motor fuel or motor fuel products into the environment caused, in whole or in part, by the acts or omissions of Purchaser, its employees, agents, contractors, customers, licensees, or invitees. This indemnity in no way limits and is intended to be within the scope of the general indemnity set forth in paragraph hereof. The terms and provisions of this paragraph shall survive the expiration or termination of this Agreement.

19. Price Regulation.

(a) If at any time Seller determines that due to governmental regulations, it is unable to increase the price of any of the product(s) deliverable under this Agreement by an amount which is sufficient in Seller's judgment to reflect increases in either (i) the cost of such product(s) to Seller or Seller's supplier or (ii) the fair market value of such product(s), which have occurred since the date of this Agreement or the date of the last increase in the price of such product(s) whichever is later, Seller may cancel this Agreement upon thirty (30) days' written notice to Purchaser, or may suspend this Agreement while such limitation is in effect.

(b) Notwithstanding any other provision of this Agreement, if any state or local law, rule, regulation, or order (i) regulating the price at which a product(s) to be delivered hereunder may be sold, or (ii) limiting the discretion of Seller to determine to whom they will sell such product(s) becomes effective during the Term of this Agreement in any state in which such product(s) is to be delivered hereunder, Seller shall have the right to terminate this Agreement immediately.

20. Notices. All written notices required or permitted to be given by this Agreement shall be deemed to be duly given if delivered personally or sent via certified or via a reputable, national overnight mail, such as Federal Express, to Seller or to Purchaser, as the case may be, at the address set forth above or to such other address as may be furnished by either party to the other in writing in accordance with the provisions of this paragraph. The date of mailing shall be deemed the date of giving such notice, except for notice of change of address, which must be received to be effective.

21. Equipment; Trade Fixtures. Purchaser shall provide all necessary buildings, improvements, equipment, tools, and like appliances required in order to perform its obligations hereunder.

22. Termination.

(a) This Agreement shall terminate upon expiration of the Term of this Agreement or upon an earlier termination of the Franchise Agreement, or as otherwise provided in this Section. In addition, the termination provisions of the Franchise Agreement are hereby incorporated into this Agreement and shall apply to Seller's performance under and compliance with the terms and conditions of this Agreement.

(b) Without limiting the foregoing, this Agreement may be terminated by Seller upon written notice if Purchaser fails to cure the default within 30 days (or any other time period noted in this Agreement) of receiving a notice of default for the following reasons: (i) if Purchaser fails to pay in a timely manner any sums when due hereunder within 5 days of receiving notice of default; (ii) if Purchaser defaults in any of its obligations under this Agreement; (iii) under other circumstances described as causes for termination by Seller elsewhere in this Agreement; (iv) if Purchaser fails to purchase at least 75% of the minimum volume requirements contained in the attached Commodity Schedule(s); or (v) if Purchaser fails to maintain an inventory of any one or more grades of motor fuel covered by this Agreement in an amount adequate to meet customer demand.

(c) For avoidance of doubt, upon the expiration of the Term hereof or upon earlier termination hereof, Purchaser shall comply with all post-termination/post-expiration obligations set forth in the Franchise Agreement, and Seller shall have the right to purchase the Business Assets (as defined in the Franchise Agreement) pursuant to the terms of the Franchise Agreement. In addition, Purchaser understands and agrees that Seller is relying upon Purchaser to purchase the minimum volume of motor fuel product set forth in paragraph 3 above and the applicable Commodity Schedule(s) attached hereto, and that any breach or repudiation of this Agreement, or other failure to purchase those minimum volumes of motor fuel product by Purchaser will result in serious losses to Seller. Purchaser and Seller acknowledge that the amount of such losses is, and will be, difficult to determine. Therefore, Purchaser agrees that in the event of a termination of this Agreement Purchaser shall pay unto Seller, as liquidated damages, and not as a penalty, the greater of: (i) three and one-half cents ($0.035) per gallon multiplied by the minimum monthly volume in gasoline and diesel gallons set forth in paragraph 3 above and the applicable Commodity Schedule(s) attached hereto multiplied by the lesser of: a) 48 months or b) the number of months remaining under the Term of this Agreement, or (ii) three and one-half cents ($0.035) per gallon multiplied by the average monthly volume in gasoline and diesel gallons actually purchased by Purchaser (calculated for the period starting on the date of commencement of the Term and continuing until the date of termination or repudiation, as the case may be) multiplied by the lesser of: a) 48 months or b) the number of months remaining under the Term of this Agreement. The provisions of this Section 21 do not apply if the Agreement expires at the end of its initial Term or is terminated due to (i) Purchaser's (or if Purchaser is an entity, Purchaser's principal equity holder's) death; (ii) Purchaser's (or if Purchaser is an entity, Purchaser principal equity holder's) incapacity for at least 90 consecutive days, in either case which event results in Purchaser's (or if Purchaser is an entity, Purchaser's principal equity holder's) inability to personally operate the business hereunder; (iii) condemnation or other taking, in whole or in part, of the Franchised Location due to eminent domain; (iv) destruction of all or a substantial part of the Franchised Location through no fault of Purchaser; or (v) a determination made by Seller in good faith and in the normal course of business to withdraw from marketing in the geographical area

in which the Circle K Business is located. Notwithstanding the foregoing, if a court determines that the payment under this Section 21 is unenforceable, then Seller may pursue all other available remedies, including consequential damages to the extent proved.

(d) If, upon expiration of the Term of the Agreement or any renewal thereof, and for a period of one (1) year thereafter, Purchaser receives, or has received, from a ready, willing and able seller ("Proposed Supplier"), a bona fide offer (the "Offer") to sell or supply motor fuels to Purchaser for resale at the Premises, and Purchaser at that time is ready and willing to accept said Offer, Purchaser shall give Seller written notice ("Notice"), setting forth the name and address of the Proposed Supplier, and the terms of said Offer. Such Notice shall be accompanied by Purchaser's verified affidavit that the proposed Offer is a good faith offer.

Seller's rights described herein shall apply to any bona fide Offer to sell motor fuel products received by Purchaser, irrespective of whether such offer is written or oral and irrespective of the duration or terms of such offer.

(i) Seller shall have the prior, exclusive option to match any such Offer. Seller shall exercise its option by notifying the Purchaser, in writing, of its decision to do so within thirty (30) days of Seller's receipt of the Notice (the "Election Period"), in which event Purchaser shall then execute a motor fuel supply agreement with Seller that shall contain the terms of the Offer, subject to the terms contained in this Section 21(d). If Seller does not exercise its option within the Election Period, Seller shall be deemed to have elected not to exercise said option. If Purchaser does not thereafter accept the Offer from the Proposed Supplier within 60 days of the expiration of the Election Period, Seller's rights under this Section 21(d) shall continue in full force and apply with respect to any new offer from the Proposed Supplier or from another party offering to sell or supply motor fuel products to Purchaser. Seller's failure at any time to exercise its rights under this Section 21(d) shall not affect Seller's future rights under this Section 21(d).

(ii) Seller may match the Offer by agreeing to deliver and sell to Purchaser motor fuels under a brand other than the brand contained in the Offer, on terms and conditions regarding price, quantity and equipment or other prospective investment in the Premises substantially equivalent to those presented in the Offer. Seller may meet the Offer for the delivery and sale of unbranded motor fuels by offering unbranded or branded motor fuels on terms and conditions substantially equivalent to those presented in the Offer. If the Offer, whether for branded or unbranded motor fuels, contains any special price terms or guarantees regarding price, Seller must agree to match these price terms; provided, however, that Seller shall not be required to match any price terms that Seller, in good faith, considers unlawful under applicable law and such failure to match price terms shall not constitute a failure to match the Offer. Seller shall have the right to assign its rights under this Section 21(d) to a third party.

(e) Purchaser will pay Seller all amounts due and owing under the Incentive and Amortization Agreement (attached as Exhibit 6 hereto), if any.

23. Accord. The parties to this Agreement have discussed the provisions herein and find them fair and mutually satisfactory and further agree that in all respects the provisions are reasonable and of material significance to the relationship of the parties hereunder, and that any breach of a

provision by either party hereto or a failure to carry out said provisions in good faith shall conclusively be deemed to be substantial.

24. Nature of Agreement/ No Third-Party Beneficiary.

(a) In consideration of the granting and execution of this Agreement, it is understood and agreed that there shall be no contractual obligation to extend or renew the period or terms of this Agreement in any way, and the parties agree that this Agreement shall not be considered or deemed to be any form of "joint venture" or "partnership" at the Premises of Purchaser or elsewhere. This Agreement shall bind the executors, administrators, personal representatives, permitted assigns, and successors of the respective parties.

(b) This Agreement is personal to the Purchaser and is intended for the sole use and benefit of Seller and Purchaser. Nothing contained herein shall be deemed, interpreted, or construed to create, or express any intent to create, third party beneficiary rights in favor of any person or entity, except for any indemnified party (or other person entitled to be indemnified pursuant to this Agreement), and Seller and Purchaser specifically state and agree that no such intent exists.

25. Compliance with Laws.

(a) Purchaser shall comply with all laws, statutes, regulations, ordinances, and rules of all applicable governmental authorities with respect to the operation of its business at the Premises, including without limitation all applicable laws and regulations regarding weights and measures. As between Purchaser and Seller, Purchaser is solely responsible for the safety and well-being of its employees and the customers of the business operated at the Premises.

(b) Both parties expressly agree that it is the intention of neither party to violate statutory or common law and that if any section, sentence, paragraph, clause or combination of same is in violation of any law, such sentences, paragraphs, clauses or combination of same shall be inoperative and the remainder of this Agreement shall remain binding upon the parties hereto.

26. Express Warranties. Seller warrants that, at the time of delivery, (i) the product(s) supplied hereunder will conform to the promises and affirmations of fact made in Seller's current technical literature and printed advertisements, if any, related specifically to such product(s); (ii) that it will convey good title to the product(s) supplied hereunder, free of all liens, and (iii) the product(s) supplied hereunder meet such specifications as have been expressly made a part of this Agreement. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED. THE WARRANTY OF MERCHANTABILITY, IN OTHER RESPECTS THAN EXPRESSLY SET FORTH HEREIN, AND WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, IN OTHER RESPECTS THAN EXPRESSLY SET FORTH HEREIN, ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

27. Non-Exclusive Territory. Nothing in this Agreement grants Purchaser an exclusive territory to market or resell any motor fuel or motor fuel products purchased from Seller hereunder. Seller reserves the right to market or sell, and authorize others to market or sell, motor fuel or motor fuel

products in any manner Seller chooses, including through its own retail outlets or through designated wholesalers or other retailers.

28. Confidential Information. The confidentiality obligations of the Franchise Agreement apply to any nonpublic information received by or made available to Purchaser hereunder.

29. Purchaser's Insurance Requirements.

(a) Purchaser shall, at its sole expense, obtain insurance from a reputable insurance carrier authorized to do business in the state in which the Premises is located providing full and continuous coverage for the full Term and all renewal periods thereof equivalent to the: (i) Comprehensive General Liability Insurance covering the Premises, all operations at the Premises, products completed operations liability, products liability, contractual liability, fire, explosion and collapse liability, as well as coverage on all contractor's equipment (other than motor vehicles licensed for highway use) owned, hired, or used in connection with this Agreement, bodily injury, and property damage, with minimum limits of at least $1,000,000 per occurrence, and an aggregate coverage of no less than $2,000,000; (ii) if Purchaser operates, or permits the operation of, a service bay and/or car wash on the Premises, Legal Liability Insurance covering fire, theft or collision, with a minimum limit of $500,000 per occurrence and coverage in the general aggregate amount of no less than $1,000,000; (iii) Automobile Liability Insurance, covering all owned, hired or otherwise operated non-owned automobiles, for death of or injury to any one person and liabilities for loss of or damage to property resulting from any one accident with a combined single limit of not less than $1,000,000 per occurrence, including MCS 90 endorsement or other acceptable evidence of financial responsibility as required by the Motor Carrier Act of 1980 and the Pollution Liability Broadened Coverage endorsement; (iv) Workers Compensation Insurance as required by law; (v) Employer's Liability Insurance against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a coverage limit of the greater of such amount required by law or $500,000 per occurrence; and (vi) environmental pollution/impairment insurance coverage in an amount of at least $1,000,000 on a continuous and uninterrupted basis insuring Purchaser for all environmental liabilities arising out of, but not limited to, the storage, handling, dispensing, and/or sale of motor fuel products and lubricants at the Premises, and/or the ownership and operation of Purchaser's business at the Premises. Such environmental/pollution impairment coverage shall extend at least two (2) years beyond the expiration, termination, or nonrenewal of this Agreement. Purchaser may meet the requirements for environmental pollution/impairment coverage for underground storage tanks by participating in the federal Environmental Protection Agency ("EPA") approved state financial assurance fund or other EPA approved method to demonstrate financial responsibility or by satisfying any of the other financial assurance test requirements of the EPA's Financial Responsibility Regulations (40 CFR Part 280).

(b) Purchaser understands and agrees that any insurance coverage purchased by Seller shall not contribute to Purchaser's coverage requirements under subparagraph (a) above. All insurance policies covered by subparagraph (a) will name Seller and its affiliates as additional insured and will be primary as to any other existing, valid and collectible insurance. All such insurance shall contain provisions whereby the insurer releases all rights of subrogation against Seller. The foregoing requirements are minimum insurance requirements only and may or may

not adequately meet the entire insurance needs of Purchaser. Seller may require Purchaser to carry additional types and amounts of insurance coverage, including modifications to any existing insurance required under subparagraph (a) above. Each policy or policies shall provide that the liability coverage afforded applies separately to each insured against whom a claim is brought as though a separate policy had been issued to each insured. If Seller so requires, Purchaser shall furnish Seller with certificates of such insurance that provide that coverage will not be canceled or materially changed prior to 30 days' advance written notice to Seller. The insurance required hereunder in no way limits or restricts Purchaser's obligations under the law or this Agreement as to indemnification of Seller. If Purchaser fails to obtain insurance coverage meeting the minimum requirements outlined above, Seller may, but is not obligated to, obtain insurance coverage on Purchaser's behalf and Purchaser must reimburse Seller for all costs and expenses it incurred to obtain insurance coverage.

30. Entire Agreement; Modifications. This Agreement and all exhibits hereto constitute the entire agreement between the parties and cancel and supersede all prior written and unwritten agreements, attachments, schedules, appendices, amendments, promises, and understandings between the parties pertaining to the matters covered under this Agreement, except any indebtedness owed to Seller by Purchaser, and is a final, complete and exclusive statement of the agreement between Seller and Purchaser. Nothing in this or in any related agreement, however, is intended to disclaim the representations made in the Franchise Disclosure Document that Seller provided to Purchaser. No amendment, deletion, modification, or alteration to this Agreement shall have any effect unless and until made in writing and signed by an authorized representative of Seller and by Purchaser.

31. Damages. NO CLAIM SHALL BE MADE UNDER THIS AGREEMENT FOR SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, EXCEPT AS PROVIDED OTHERWISE BY LAW.

32. Commencement. This Agreement or any modification thereof shall not be binding upon Seller until signed on its behalf by an authorized representative of Seller. Commencement of performance hereunder prior to signing as above stipulated in no case shall be construed as a waiver by Seller of this requirement.

33. Survivorship. To the extent, but only to the extent, that any provision of applicable state law requires Seller to permit the succession of the rights and obligations hereunder to a designated family member of Purchaser upon Purchaser's death, such provision is incorporated herein by reference. In the absence of such provision, the terms of the Franchise Agreement shall govern in such circumstances.

34. Joint and Several Obligations. All acknowledgments, representations, warranties, debts, and obligations of performance of Purchaser under this Agreement are made, and binding on, all those signing this Agreement jointly and severally as the Purchaser.

35. Seller's Equitable Remedies/Attorneys' Fees.

(a) Purchaser agrees that money damages may not be a sufficient remedy for the breach of this Agreement and that, therefore, in addition to all remedies available at law, Seller shall be entitled to specific performance, injunctive relief, declaratory judgment and/or other equitable remedies, as appropriate. Purchaser shall waive any requirement for the posting of bond in conjunction with Seller's effort to seek equitable remedies.

(b) It is hereby agreed to and understood by the parties to this Agreement that Seller shall be entitled to recover from Purchaser all reasonable attorneys' fees and other legal costs incurred by Seller to secure or protect its rights under this Agreement or to enforce the terms thereof, whether at law or in equity. Seller shall also be entitled to reimbursement by Purchaser for all attorney's fees and litigation expenses incurred to enforce any termination of this Agreement.

(c) Seller's termination of this Agreement shall not prejudice Seller's right to seek monetary damages or equitable relief against Purchaser. All powers and remedies available at law and in equity, including the right to terminate this Agreement, shall be cumulative and not exclusive of any other powers and remedies available by virtue of this Agreement, and no delay or omission of Seller in exercising any right or power accruing upon any breach of, or default under any provision of this Agreement shall impair any other or subsequent breach or impair any rights or remedies consequent thereto.

36. Dispute Resolution; Venue. The dispute resolution and venue procedures set forth in the Franchise Agreement (including Article 18 of the Franchise Agreement) apply to any dispute between Seller and Purchaser relating to this Agreement or the parties' relationship hereunder and are hereby incorporated by reference herein.

37. Choice of Law. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §1051 et seq.), and the Federal Arbitration Act (9 U.S.C. § 1, et seq.) this Agreement and the relationship between Purchaser and Seller will be governed by the laws of the State of Arizona. Purchaser and Seller understand, acknowledge, and agree that the Petroleum Marketing Practices Act, 15 U.S.C. Section 2801 et seq., does not apply to this Agreement or the relationship of the parties hereto

38. Personal Guaranty. Each owner or general partner of Purchaser, if Purchaser is a corporation, limited liability company, partnership or other legal entity, must sign a Personal Guaranty, in the form attached to the Franchise Agreement, which Personal Guaranty shall apply to Purchaser's obligations under this Agreement.

Executed this _____day of _____, 20_____ (the "Effective Date").

SELLER: TMC Franchise Corporation	PURCHASER: _____
By: _____	By: _____
_____	_____
Title: _____	Title: _____

MOTOR FUEL AGREEMENT - COMMODITY SCHEDULE

PURCHASER: _____ NO: [Assigned Site Number]
DELIVERY POINT: The Premises PRODUCT: [Gasoline or Diesel]
DATE: _____ GRADE: 1

This Commodity Schedule is attached to, and made a part of, the Motor Fuel Agreement (the "Agreement") between Purchaser and Seller entered into concurrently herewith. Unless otherwise indicated, the capitalized terms used in this Commodity Schedule shall have the same meaning used in the Agreement.

1. Quantity. Except as otherwise provided in the Agreement, the quantity of product covered by this Commodity Schedule shall be all Purchaser's requirements from the Effective Date of the Agreement to the expiration of the Agreement in monthly and annual minimum and maximum quantities hereinafter specified.

Monthly Quantity: (Minimum): _____ and (Maximum): _____

Annual Quantity: (Minimum): _____ and (Maximum): _____

2. Delivery; Title; Risk of Loss. Where delivery is made to Purchaser's business location, delivery shall be complete on unloading of the tank wagon or transport truck. Where delivery is made into equipment furnished by Purchaser, delivery shall be complete at the point of loading of such equipment. Title to product and risk of loss of product shall pass to Purchaser upon delivery of product.

3. Inspection. Purchaser shall have the right, at its expense, to have an inspection made at delivery point, provided such inspection shall not delay shipment. Should Purchaser fail to make inspection, it shall accept Seller's inspection and measurement.

4. Price. The price per gallon to be paid by Purchaser shall be _____. The price per gallon is based upon the delivery of a full transport truckload of product. Delivery of a quantity of product less than a full transport truckload shall be subject to an additional charge. All prices charged by Seller are subject to the provisions of applicable law. Any complete or partial loads turned away from Purchaser's location because they would not fit in available storage may incur additional pass-through costs. Additionally, if Purchaser requests a delivery of product at a time earlier than the established delivery schedule, Seller may charge Purchaser any additional pass-through costs.

ACCEPTED: ACCEPTED:

SELLER: **TMC Franchise Corporation** PURCHASER: _____

By: _____ By: _____

Title: _____ Title: _____

Exhibit 1 to Motor Fuel Agreement

SECURITY DEPOSIT AGREEMENT

This Security Deposit Agreement ("Agreement") is made this _____day of _____, 20_____ between _____, with a business address of _____ ("Purchaser") and TMC Franchise Corporation, an Arizona corporation, with a business address of 1130 West Warner Road, Tempe, Arizona 85284 ("TMC"). All capitalized terms not defined in this Agreement will have the meanings ascribed to them in the Motor Fuel Agreement (defined below).

WITNESSETH:

WHEREAS, Purchaser and TMC are parties to the CIRCLE K® Motor Fuel Agreement identified below for the supply of motor fuel products to one or more retail service stations owned and/or operated by Purchaser; and

WHEREAS, TMC requires Purchaser to deposit with TMC a security deposit to secure Purchaser's performance under the Motor Fuel Agreement; and

WHEREAS, Purchaser agrees to deposit with TMC a security deposit pursuant to the terms and conditions contained in this Agreement.

NOW THEREFORE, as an inducement to TMC to enter into the Motor Fuel Agreement and for other good and valuable consideration, the receipt and sufficiency of which Seller and Purchaser hereby acknowledge, the parties agree as follows:

1. Pursuant to the terms contained in this Agreement, Purchaser hereby deposits with TMC the amount set forth below (the "Security Deposit Amount") to secure Purchaser's full and faithful payment of all sums of money under, and performance and observance of all the terms, covenants, and conditions contained in the following Motor Fuel Agreement:

   (i) Motor Fuel Agreement between _____ and TMC, dated _____, Security Deposit Amount: $_____.

Purchaser understands and agrees that TMC will hold the Security Deposit Amount in a non-interest-bearing account ("Security Deposit Account").

2. The parties hereto expressly covenant and agree that the Security Deposit Amount is not an advance payment, or on account, of any amounts due and owing under the Motor Fuel Agreement or any part or installment thereof, or a measure of TMC's liquidated or unliquidated damages. Purchaser agrees that, if Purchaser fails to timely pay any amount due and owing under the Motor Fuel Agreement, TMC may, without obligation to do so, draw upon the Security Deposit Account and apply the funds contained therein toward the payment of any amount that remains due and owing. If TMC draws upon the Security

Deposit Account to apply such funds to the payment of any amount due and owing, Purchaser shall immediately deposit with TMC an amount sufficient to restore the amount contained in the Security Deposit Account to the amount noted in paragraph 1 above.

3. Upon the termination, nonrenewal, or expiration of the Motor Fuel Agreement identified in paragraph 1, TMC will: (a) have the right, but not the obligation, to draw upon the Security Deposit Account to make good any past due amounts, loss, damage, injury, or liability caused by Purchaser's failure to perform any condition, covenant, or term of, or make any payment under, the Motor Fuel Agreement; and (b) return the balance of the Security Deposit Amount relating to the terminated or expired Motor Fuel Agreement to Purchaser within a reasonable period after such termination, nonrenewal, or expiration. Purchaser understands and agrees that it is reasonable for TMC to continue to retain the balance of the Security Deposit Amount for a period of _____ months after said termination, nonrenewal, or expiration.

4. If TMC draws upon the Security Deposit Account as permitted under this Agreement, TMC may do so without prejudice to any other rights it may have under the Motor Fuel Agreement, the law, or in equity.

5. The Agreement shall become effective on the date first written above and shall remain in effect until the termination or expiration of the Motor Fuel Agreement listed in paragraph 1 above and Purchaser's payment of all obligations required under this Agreement.

6. It is hereby agreed to and understood by the parties to this Agreement that TMC will be entitled to recover from Purchaser all reasonable attorneys' fees and other legal costs incurred by TMC to secure or protect its rights under this Agreement or to enforce the terms thereof, whether at law or in equity.

TMC:	PURCHASER:
TMC FRANCHISE CORPORATION _____	_____
By:_____	By:_____
Title:_____	Title:_____

Exhibit 2 to Motor Fuel Agreement

CREDIT NETWORK AGREEMENT

[Attached as Exhibit 6 to the Convenience Store Franchise Agreement]

Exhibit 3 to Motor Fuel Agreement

INCENTIVE AND AMORTIZATION AGREEMENT

This Incentive and Amortization Agreement (the "Agreement") is entered into as of the Effective Date (as set forth on the signature page hereto) by and between **TMC FRANCHISE CORPORATION** ("Seller"), and _____ ("Purchaser"). All capitalized terms used but not defined in this Agreement will have the meanings ascribed to them in the Motor Fuel Agreement (defined below).

RECITALS

WHEREAS, concurrently herewith, Seller and Purchaser are entering into a Motor Fuel Agreement (the "Motor Fuel Agreement"), pursuant to which Purchaser has agreed to purchase certain motor fuel products from Seller to offer for sale to the public at the Premises (as defined in the Motor Fuel Agreement); and

WHEREAS, Seller's trademarks and/or other brand identification elements under which motor fuel is marketed under the Motor Fuel Agreement are hereinafter collectively referred to as the "Proprietary Marks"; and

WHEREAS, Purchaser desires that the Premises be imaged under Seller's Proprietary Marks pursuant to the terms and conditions contained in the Motor Fuel Agreement and pursuant to Seller's image and appearance standards ("Image Standards"); and

WHEREAS, Purchaser desires to receive from Seller, and Seller is willing to pay Purchaser, certain amounts pursuant to the terms and conditions contained herein to bring the Premises into compliance with Seller's Image Standards and/or promote the sale of motor fuel under the Proprietary Marks at the Premises.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the sufficiency of which Seller and Purchaser hereby acknowledge, the parties agree as follows:

1. INCENTIVE AMOUNTS. Seller agrees to pay unto Purchaser those incentive amounts, and only those incentive amounts, for which both Seller and Purchaser have initialed the spaces below, each of which shall be subject to the following applicable terms and conditions:

(a) Competitive Allowance. The terms of this paragraph 1(a) shall apply only if the following blanks are initialed by both Seller and Purchaser:

_____ Seller's Initials

_____ Purchaser's Initials

(i) By their initials in the space provided above for application of this paragraph 1(a) and their execution of this Agreement, Seller and Purchaser agree as follows. Seller agrees to pay unto Purchaser the competitive allowance specified in the Incentive Amounts Schedule, attached hereto and made a part hereof, for each gallon of product purchased from Seller under the Motor Fuel Agreement (said competitive allowance referred to herein as the "Competitive Allowance").

(ii) Seller agrees to pay unto Purchaser the amount equal to the Competitive Allowance set forth in the Incentive Amounts Schedule, provided that, as of the time each such payment is due from Seller to Purchaser as set forth in the Incentive Amounts Schedule, Purchaser has satisfied those conditions contained in paragraph 1(c) and in the Incentive Amounts Schedule.

(iii) Seller may, at any time, in its sole discretion and upon thirty (30) days' prior written notice, modify the Competitive Allowance amount payable hereunder or terminate the obligation to make any further Competitive Allowance payment to Purchaser without any liability to Purchaser. If the Motor Fuel Agreement or this Agreement is terminated or not renewed, Seller's obligation to pay, and Purchaser's entitlement to receive, the Competitive Allowance shall immediately terminate or expire, without notice, concurrently therewith.

(iv) Purchaser shall not be obligated to reimburse to Seller the Competitive Allowance, or any portion thereof, received from Seller.

(b) Conversion/Improvement Amount. The terms of this paragraph 1(b) shall apply only if the following blanks are initialed by both Seller and Purchaser:

_____ _____
Seller's Initials Purchaser's Initials

(i) By their initials in the space provided above for application of this paragraph 1(b) and their execution of this Agreement, Seller and Purchaser agree as follows. Seller agrees to loan Purchaser the "Conversion Amount" and/or the "Improvement Amount" (collectively, the "Conversion/Improvement Amount"), as defined in subparagraph (ii) below. Purchaser desires to make certain improvements at the Premises as set forth more fully in the Conversion/Improvements Schedule attached hereto and made a part hereof (the "Improvements") and/or desires to convert the Premises to Seller's requirements for marketing motor fuel under the Proprietary Marks, including Seller's Image Standards (such conversion hereinafter referred to as the "Conversion"). The "Conversion" shall include, without limitation, the implementation, installation, and performance of the items set forth in the Conversion/Improvements Schedule attached hereto and incorporated herein.

(ii) Seller agrees to loan Purchaser: (A) an improvement amount equal to the Improvement Amount set forth in the Incentive Amounts Schedule (said amount is the "Improvement Amount") for the sole purposes of constructing, installing and implementing the Improvements, provided that the Improvements conform with Seller's Image Standards; and/or (B) a conversion amount equal to the Conversion Amount set forth in the Incentive Amounts Schedule (said amount is the "Conversion Amount") to assist Purchaser in implementing the Conversion. Seller's obligation to disburse unto Purchaser the Conversion/Improvement Amount is conditioned upon Purchaser's satisfaction, at the time such disbursement is due by Seller to Purchaser as set

forth in the Incentive Amounts Schedule, of all of the following conditions and the conditions contained in paragraph 1(c) below:

(A) Purchaser shall have obtained, and provided to Seller written verification reasonably satisfactory to Seller that Purchaser has obtained, all approvals, permits, licenses, entitlements, and consents required to make the Improvements and/or Conversion.

(B) Purchaser shall have duly executed and delivered to Seller (1) a promissory note in substantially the form attached hereto as Exhibit A and incorporated herein, in a principal amount equal to the Conversion/Improvement Amount ("Note"), and (2) a Security Agreement and Personal Guaranty in substantially the form attached to the Franchise Disclosure Document as Exhibit J.

(C) Purchaser shall have provided Seller with reasonable proof the Purchaser has entered into all agreements using only Seller approved contractors and other third parties necessary for Purchaser to construct and install and/or make, at Purchaser's sole expense, the Improvements and/or Conversion set forth in the Conversion/Improvements Schedule.

(D) Purchaser shall expend the Conversion/Improvement Amount solely for the purposes of constructing, installing and implementing the Improvements and/or performing the Conversion. Upon demand by Seller, Purchaser shall provide any documentation reasonably required by Seller to substantiate the expenditure of the Conversion/Improvement Amount for the purposes herein stated, including, without limitation, proof of payment for third-party invoices and related lien releases for work and materials for the Improvements and/or Conversion.

(iii) Purchaser shall complete the Improvements and/or Conversion to the reasonable satisfaction of Seller no later than _____, 20____ (the "Completion Deadline"). Within ten (10) days after Purchaser's completion of the Improvements and/or Conversion, but in no event later than the Completion Deadline, Purchaser shall request Seller's inspection and approval of the Improvements and/or Conversion. Upon Seller's verification that the Improvements and/or Conversion have been constructed in conformance and in compliance with Seller's Image Standards, Seller shall notify Purchaser in writing of Seller's approval thereof.

(iv) Seller shall notify Purchaser in writing of any failure(s) of the Improvements and/or Conversion to comply with Seller's Image Standards (a "Non-Compliance Notice") and Purchaser shall, within _____ (___) days after its receipt of Seller's Non-Compliance Notice: (A) perform any work and/or any additional construction, installation, or modification necessary to remedy the non-compliance identified in Seller's Non-Compliance Notice and to bring the Improvements and/or Conversion into compliance with Seller's Image Standards and (B) request that Seller re-inspect the Improvements and/or Conversion. If, Purchaser fails to meet the Completion Deadline, does not timely remedy all of the failures identified in Seller's Non-Compliance Notice, or has otherwise not timely and properly completed the Improvements and/or Conversion so that they meet all of Seller's Image Standards, then the Total Unforgiven Repayment (as defined in paragraph 2(c) below) shall become immediately due and payable, in full, to Seller, as further set forth in paragraph 2 below. Seller's inspections and notices to Purchaser hereunder shall be limited to Seller's verification that the Improvements and/or Conversion comply with Seller's Image Standards and Purchaser shall be solely responsible for, and shall indemnify, defend, and hold Seller and Seller's employees, agents and representatives

harmless pursuant to paragraph 1(d) below, with respect to any claim with respect to, the compliance of the Improvements and/or Conversion with all applicable laws, regulations, ordinances, codes, approvals, permits, licenses, entitlements, and consents.

(c) Additional Conditions. The following are additional conditions for [*Seller's obligation to pay unto Purchaser, and Purchaser's right to receive, the Competitive Allowance / Seller's obligation to lend and disburse to Purchaser, and Purchaser's right to receive, the Conversion/Improvement Amount*]. Purchaser's breach of or failure to satisfy any of the following conditions after Seller has disbursed the Conversion/Improvement Amount to Purchaser shall constitute an Acceleration Event (as defined in paragraph 2(c) below):

(i) The Premises shall be approved by Seller for marketing motor fuel under the Proprietary Marks.

(ii) The Motor Fuel Agreement must be current (unexpired) and in effect.

(iii) Purchaser shall not be in default of any provision of this Agreement, the Motor Fuel Agreement, the Security, or any other related or supplemental agreement with Seller including, without limitation, any provision therein requiring timely payment to Seller.

(iv) Purchaser shall comply, and cause the Premises to comply, with Seller's Image Standards throughout the term of this Agreement; provided, however, that with respect to Conversion/Improvement Amount, this obligation shall only apply after Seller has approved the Improvements and/or Conversion as complying with Seller's Image Standards pursuant to paragraph 1(b) above.

(v) Purchaser shall pay when due all income and other tax, if any, associated with the [*Competitive Allowance payments / loan of the Conversion/Improvement Amount*] under this Agreement.

(d) Indemnity. SELLER, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES ("SELLER INDEMNIFIED PARTIES"), SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, INJURIES, OR ANY CASUALTY OF WHATSOEVER KIND OR BY WHOMEVER CAUSED, TO PERSON OR PROPERTY OF ANYONE (INCLUDING PURCHASER) ON OR OFF THE PREMISES, ARISING OUT OF, RESULTING FROM, OR CONNECTED WITH (I) THE BREACH OF THIS AGREEMENT AND/OR THE MOTOR FUEL AGREEMENT BY PURCHASER, (II) THE VIOLATION BY PURCHASER OR ANY OTHER PERSON, OF ANY FEDERAL, STATE, OR LOCAL STATUTE, LAW, REGULATION, RULE, OR ORDINANCE, OR (III) THE CONSTRUCTION, INSTALLATION, OR OTHER SIMILAR ACTIVITY, RELATED TO THE IMAGING OR IMPROVEMENT OF THE PREMISES. PURCHASER HEREBY AGREES TO INDEMNIFY, PROTECT, DEFEND, AND HOLD SELLER INDEMNIFIED PARTIES HARMLESS FROM AND AGAINST ALL LOSSES, CLAIMS, LIABILITIES, ENVIRONMENTAL CLEANUP COSTS, FINES, PENALTIES, SUITS AND ACTIONS, JUDGMENTS AND COSTS, INCLUDING ATTORNEYS' FEES AND THE COSTS OF LITIGATION, FOR ANY SUCH LOSS, DAMAGE, INJURY, OR OTHER CASUALTY, WHETHER CAUSED BY A NEGLIGENT ACT OR OMISSION OF PURCHASER OR SELLER INDEMNIFIED PARTIES. PURCHASER ACKNOWLEDGES AND AGREES TO PROVIDE

SELLER WRITTEN ASSURANCE WITHIN TEN (10) DAYS FROM SELLER'S REQUEST FOR PURCHASER TO ACCEPT TENDER OF A CLAIM AND TO NOTIFY AND INSTRUCT PURCHASER'S INSURANCE CARRIERS THAT SELLER IS AN INDEMNIFIED PARTY.

2. REPAYMENT OF INCENTIVE AMOUNTS.

(a) Unless forgiven as set forth in subparagraph (b) below, Purchaser shall repay to Seller the Conversion/Improvement Amount loaned pursuant to paragraph 1(b) above, together with interest on the Conversion/Improvement Amount at the rate of _____ percent (___%) per annum, or the highest lawful rate of interest allowed under applicable law, if lower. All interest on the Conversion/Improvement Amount shall be compounded monthly, will accrue on a monthly basis beginning on the date Seller first disburses the Conversion/Improvement Amount ("Disbursement Date") and will continue to accrue until the total principal of the Conversion/Improvement Amount is fully repaid or forgiven. Except as set forth in subparagraphs (b) and (c) below, the total principal of the Conversion/Improvement Amount as of the Disbursement Date, plus all accrued interest, shall become due in full upon the earlier of (i) the last day of the Term, or (ii) any earlier termination of this Agreement.

(b) Notwithstanding subparagraph (a) above, the loan of the Conversion/ Improvement Amount, together with any interest accrued thereon, shall be forgiven annually at the rate set forth in the Amortization Schedule of the Incentive Amounts Schedule. The amount of the Conversion/Improvement Amount principal forgiven pursuant to this subparagraph (b) shall reduce the principal balance of the Conversion/Improvement Amount due hereunder, and the accrued interest going forward shall be calculated based on such reduced principal balance of the Conversion/ Improvement Amount. The aggregate amount of Conversion/Improvement Amount principal and interest accrued thereon that is forgiven pursuant to this subparagraph (b) at any particular time is hereinafter referred to as the "Total Forgiven Amount."

(c) Notwithstanding anything to the contrary contained herein, in the event (i) Purchaser fails to comply with any provision of this Agreement, the Motor Fuel Agreement, or any related agreement, note, contract, or instrument between the parties or in favor of Seller; (ii) the Purchaser discontinues actively marketing motor fuel at the Premises; (iii) Purchaser begins selling motor fuel at the Premises under trade names or trademarks or other brand identification other than those permissible under the Motor Fuel Agreement; (iv) Purchaser fails to comply with the image, appearance, or operational standards at the Premises set forth by Seller, including the Image Standards, which standards may from time to time be amended or modified; (v) there ceases to be a Motor Fuel Agreement in effect between Seller and Purchaser for any reason whatsoever including, without limitation, by mutual consent; (vi) Purchaser assigns or transfers its rights or interests, or any portion thereof, in this Agreement, the Motor Fuel Agreement, Purchaser's ownership interest in or Purchaser's lease of the Premises; (vii) if the Premises is debranded for any reason whatsoever; (viii) any representation, statement or warranty made by Purchaser to Seller in this Agreement or in connection with negotiations related to this Agreement, or in any certificate, financial statement or document delivered pursuant to this Agreement proves to be incorrect, untrue or misleading in any material respect when made or deemed made; (ix) Purchaser becomes insolvent, or admits its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or applies for or is subject to the appointment of a receiver or trustee for it or a substantial part of its property or business, or initiates bankruptcy, insolvency, reorganization or liquidation proceedings or other proceedings for relief under any bankruptcy law, or any such proceedings are initiated against Purchaser; or (x) any order, judgment or decree is entered against Purchaser decreeing its dissolution, or Purchaser's existence is otherwise terminated (any such aforementioned event is hereinafter referred to as an

"Acceleration Event"), then on the date of the occurrence of an Acceleration Event ("Acceleration Date"), the parties' respective rights and obligations with respect to forgiveness of the principal balance of the Conversion/Improvement Amount and interest accrued thereon shall automatically cease as of the Acceleration Date. Further, upon the occurrence of an Acceleration Event, the total principal of the Conversion/Improvement Amount as of the Disbursement Date and all accrued interest as of the Acceleration Date, less the Total Forgiven Amount as of the Acceleration Date ("Total Unforgiven Repayment"), shall become immediately due and payable to Seller. An Acceleration Event shall not affect any forgiveness of the Total Forgiven Amount prior to the Acceleration Date.

(d) Seller shall have all legal and equitable remedies available to Seller with respect an Acceleration Event, whether under this Agreement, the Motor Fuel Agreement, the Security, or applicable law, and Seller may pursue same in any order or priority in Seller's sole discretion. Without limiting the foregoing, Seller's remedies shall include (i) the right to set-off or equitably recoup against any amount then due Purchaser under this Agreement, the Motor Fuel Agreement, or any other related agreement, instrument, note, or contract between Purchaser and Seller, and (ii) the right to terminate this Agreement in its entirety, effective in Seller's sole discretion on or at any time after the Acceleration Date, in which case the Total Unforgiven Repayment and any other amounts owed by Purchaser to Seller under this Agreement, the Motor Fuel Agreement, the Security or any other any other related agreement, instrument, note, or contract between Purchaser and Seller, shall become immediately due and payable by Purchaser to Seller. Upon termination of this Agreement pursuant to this subparagraph (d), interest shall accrue on all such amounts at the rate of eighteen percent (18%) per annum, compounded monthly, or at the highest lawful rate of interest authorized under _____ state law, whichever amount is lower, accruing from the date Seller terminates this Agreement until paid in full.

(e) Purchaser acknowledges the incentive amounts paid to Purchaser are based on Purchaser's purchase of a minimum volume of gasoline from Seller for resale at the Premises over the Term, as set forth in the Motor Fuel Agreement ("Minimum Volume"). Accordingly, Purchaser represents and warrants that Retailer will purchase from Seller for resale at the Premises the Minimum Volume over the Term. If Purchaser, during any twelve (12) month period during the Term, the first of which shall commence on the Disbursement Date, and each such subsequent twelve (12) month period shall commence on the anniversary of such date (each an "Audit Period"), fails to purchase the Minimum Volume, Purchaser shall immediately pay unto Seller the Volume Shortfall Amount (defined below) within ten (10) days of Seller's written demand for payment thereof. The "Volume Shortfall Amount" shall be the difference between the Minimum Volume for the Audit Period and the actual volume of gasoline purchased by Purchaser during the Audit Period, multiplied by the shortfall rate of $_____ per gallon of gasoline. Notwithstanding the foregoing, the aggregate Volume Shortfall Amount paid by Purchaser to Seller (excluding any interest accrued thereon for late payment) at any time hereunder shall not exceed the Total Forgiven Amount as of the date of payment of a Volume Shortfall Amount by Purchaser. Where a Volume Shortfall Amount is due and owing and is not paid in full within thirty (30) days of Seller's demand for said Volume Shortfall Amount, then interest shall accrue on the balance of any such sums or amounts remaining due and owing after such thirty (30) day period at the rate of eighteen percent (18%) per annum, compounded monthly, or at the highest lawful rate of interest authorized under _____state law, whichever amount is lower.

3. SECURITY. That certain Security Agreement, dated _____, 202__, by and between Purchaser and Seller (the "Security Agreement") and those additional security instruments or agreements listed in Exhibit B (collectively, the "Security") shall secure the Note and all of Purchaser's obligations under this Agreement. In addition, Seller reserves the right, in its sole discretion, either as

a condition precedent to Seller's obligation to pay to Purchaser the Conversion/Improvement Amount, or any portions thereof, or at any other time during the Term, to require a security deposit, letter of credit, personal guaranty, deed of trust, leasehold deed of trust, and/or other instrument to secure Purchaser's obligations under this Agreement. Upon Seller's requirement thereof, any additional security deposit, letter of credit, personal guaranty, deed of trust, leasehold deed of trust, and/or other instrument shall be added to the Security listed in Exhibit B.

4. INSPECTION AND AUDIT. Within ten (10) business days after Seller's request therefore, Purchaser shall provide Seller with information and documentation relating to Purchaser's financial condition and creditworthiness. Purchaser shall permit Seller, and their respective representatives to inspect sales records for the Premises and shall allow an independent auditor to review monthly sales figures to validate actual product sold at the Premises, whether pertaining to the Audit Period under paragraph 2(e) or otherwise. Purchaser further agrees to permit any and all such inspections of the Premises by Seller, and their respective representatives that are required under the Motor Fuel Agreement.

5. ATTORNEY'S FEES. To the fullest extent permitted by law, the prevailing party shall be entitled to all attorneys' fees, costs of suit and reasonable expenses incurred in order to secure, defend or protect the rights inuring to the prevailing party under this Agreement, or to enforce the terms thereof, in addition to any other relief to which the prevailing party may be entitled.

6. TERM; TERMINATION.

(a) The term of this Agreement ("Term") shall be effective commencing on the Effective Date (as defined on the signature page hereto) and shall remain in effect for the same term (including any extensions or renewals thereof) as the CIRCLE K® Motor Fuel Agreement between Seller and Purchaser entered into concurrently herewith (the "Motor Fuel Agreement"), unless earlier terminated in accordance with the terms of this Agreement.

(b) Upon the occurrence of an Acceleration Event, Seller shall have the right to terminate this Agreement in its entirety, as further set forth in paragraph 2(d) above. Notwithstanding the termination of this Agreement, Purchaser shall continue to be liable for all amounts owing to Seller under this Agreement, including but not limited to the Total Unforgiven Repayment, as further set forth in paragraph 2 above.

7. CONFIDENTIALITY AGREEMENT.

(a) Purchaser acknowledges and understands that the contents of this Agreement are confidential ("Confidential Information") and that Seller desires that the confidentiality of said contents be maintained. Except where otherwise required by law, Purchaser shall: (i) treat and maintain the Confidential Information as confidential; (ii) restrict disclosure of Confidential Information only to Purchaser and those officers, directors, employees, accountants, or attorneys of Purchaser who require disclosure to advise Purchaser with respect to the Confidential Information or prepare or maintain Purchaser's financial records and are directly connected with providing such advice or preparing or maintaining Purchaser's financial records; and (iii) not disclose any Confidential Information to any other person not permitted hereunder including, without limitation, any competitor or other person that Purchaser reasonably knows to be a competitor, of Seller.

(b) Purchaser acknowledges that Seller would be irreparably injured if Purchaser commits a breach of any of its obligations under this paragraph 7. Accordingly, in the event of Purchaser's breach of this paragraph 7, Seller shall be entitled to seek an injunction and specific enforcement of this paragraph 7, in addition to any other remedy available hereunder, at law or in equity.

8. MISCELLANEOUS.

(a) Seller's failure to exercise its rights under this Agreement, including, without limitation, pursuant to paragraph 2, immediately on the occurrence of any Acceleration Event or other breach or default by Purchaser entitling it to do so shall not constitute a waiver of its rights to exercise its rights at any time before Purchaser cures its breach or default and/or pays the outstanding balance due.

(b) The remedies set forth in the Agreement are not exclusive but are cumulative and in addition to all other rights and remedies provided by law or equity including those under the Motor Fuel Agreement.

(c) Purchaser shall not transfer or assign, in whole or in part, directly or indirectly, its interest in this Agreement without the prior written consent of Seller, which Seller may withhold in its absolute discretion, and any such transfer or assignment without Seller's prior written consent shall be null and void. Purchaser acknowledges and agrees that any consent granted hereunder shall be expressly conditioned upon Purchaser remaining liable, in full, for any amounts due and owing to Seller under this Agreement. Seller may transfer or assign, in whole or in part, directly or indirectly, its interest in this Agreement.

(d) All written notices required or permitted to be given by this Agreement shall be deemed to be duly given if delivered personally or sent via certified or via a reputable, national overnight mail service, such as Federal Express, to Seller or to Purchaser, as the case may be, at the address set forth above or to such other address as may be furnished by either party to the other in writing in accordance with the provisions herein. The date of mailing shall be deemed the date of giving such notice, except for notice of change of address, which must be received to be effective.

(e) All exhibits, schedules, riders, and documents attached hereto, (collectively, "Attachments"), are hereby incorporated herein and made a part of this Agreement. This writing, and the Attachments attached hereto, is intended by the parties to be a final, complete and exclusive statement of their agreement about the matters covered herein. THERE ARE NO ORAL UNDERSTANDINGS, REPRESENTATIONS OR WARRANTIES AFFECTING IT. No amendments or alterations to this Agreement shall have any effect unless and until made in writing and signed by an authorize representative of Seller and Purchaser. EXECUTION OF THIS CONTRACT BY PURCHASER IS AN ACKNOWLEDGMENT THAT NO REPRESENTATIONS NOT SET FORTH IN WRITING HEREIN HAVE BEEN MADE OR RELIED UPON BY PURCHASER.

(f) This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona and controlling U.S. federal law, except for any rule of court or law of said state which would make the law of any other jurisdiction applicable.

(g) Purchaser shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of its obligations hereunder and to carry out the intent of this Agreement.

(h) Purchaser's obligations to Seller under this Agreement shall survive any termination or nonrenewal of this Agreement, the Motor Fuel Agreement, or the franchise relationship between Seller and Purchaser.

Executed this _____day of _____, 20____ ("Effective Date").

SELLER:	**PURCHASER:**
TMC Franchise Corporation	
By: _____	By: _____
Title: _____	Title: _____

List of Schedules:

Incentive Amounts Schedule
Conversion/Improvements Schedule

List of Exhibits:

A - Secured Promissory Note
B - List of Security

INCENTIVE AND AMORTIZATION AGREEMENT - INCENTIVE AMOUNTS SCHEDULE

This Incentive Amounts Schedule is attached to the Incentive and Amortization Agreement ("Agreement") and made a part thereof. Unless otherwise indicated, the capitalized terms used in this Incentive Amounts Schedule shall have the same meaning used in the Agreement.

Gasoline Competitive Allowance: Provided that the minimum volume of gasoline product purchased under the Motor Fuel Agreement for the applicable Allowance Period exceeds _____ (_____) gallons, Seller agrees to pay to Purchaser a Competitive Allowance in the following amounts, payable within thirty (30) days of the last day of the applicable Allowance Period:

- _____ CPG ($0.___ cents per gallon) for each gallon of gasoline product purchased under the Motor Fuel Agreement during any given Allowance Period where volume is at least _____ gallons and up to _____ gallons; or
- _____ CPG ($0.___ cents per gallon) for each gallon of gasoline product purchased under the Motor Fuel Agreement during any given Allowance Period where volume is at least _____ gallons and up to _____ gallons; or
- _____ CPG ($0.___ cents per gallon) for each gallon of gasoline product purchased under the Motor Fuel Agreement during any given Allowance Period where volume is at least _____ gallons and up to _____ gallons; or
- _____ ($0.___ cents per gallon) for each gallon of gasoline product purchased under the Motor Fuel Agreement during any given Allowance Period where volume exceeds _____ gallons.

Diesel Competitive Allowance: Provided that the minimum volume of diesel product purchased under the Motor Fuel Agreement for the applicable Allowance Period exceeds _____ (____) gallons, Seller agrees to pay to Purchaser a Competitive Allowance in the following amounts, payable within thirty (30) days of the last day of the applicable Allowance Period:

- _____ CPG ($0.___ cents per gallon) for each gallon of diesel product purchased under the Motor Fuel Agreement during any given Allowance Period where volume is at least _____ gallons and up to _____ gallons; or
- _____ CPG ($0.___ cents per gallon) for each gallon of diesel product purchased under the Motor Fuel Agreement during any given Allowance Period where volume is at least _____ gallons and up to _____ gallons; or
- _____ CPG ($0.___ cents per gallon) for each gallon of diesel product purchased under the Motor Fuel Agreement during any given Allowance Period where volume is at least _____ gallons and up to _____ gallons; or
- _____ ($0.___ cents per gallon) for each gallon of diesel product purchased under the Motor Fuel Agreement during any given Allowance Period where volume exceeds _____ gallons.

For the purpose of both the Gasoline Competitive Allowance and Diesel Competitive Allowance, the term "Allowance Period" shall mean any calendar month during the Term, the first of which shall commence on the first full month after the Effective Date.

Conversion/Improvement Amount: Seller agrees to loan to Purchaser a Conversion/Improvement Amount in the amount of $_____ to be used for the conversion of, or improvements to, the Premises, as set forth on the Conversion/Improvements Schedule. Purchaser agrees to obtain Seller's prior approval of the exterior architectural and signage plans prior to Purchaser's submission of such plans with the applicable fuel business permit applications. Further, Purchaser will be responsible for installation and maintenance of all Circle K image components, and the Conversion/Improvement Amount shall be used to reimburse Purchaser's cost of acquisition of certain equipment, other personal property, real property, and fixtures, and construction at the Premises, and for TMC to pay related invoices on Purchaser's behalf, in accordance with the Conversion/Improvements Schedule.

Amortization Schedule for Repayment of Improvement/Conversion Amount:

Year In Which Acceleration Event Occurs	**Improvement/Conversion Amount Payable to Seller**
1 through end of year 5	100%
6	80%
7	60%
8	40%
9	20%
10	10%

* For the purposes of this Amortization Schedule, Year 1 shall commence on _____ and shall continue for a period of twelve (12) months thereafter. Each succeeding year shall commence on the anniversary of the commencement of Year 1. Thus, by way of example, if the Acceleration Event occurs in Year 1, then Purchaser shall repay Seller 100% of the Improvement Amount and 100% of the Conversion Amount loaned to Purchaser by Seller, as well as 100% of any interest accrued thereon. If, for example, the Acceleration Event occurs in Year 8, then Purchaser shall repay Seller 40% of the Improvement Amount and 40% of the Conversion Amount loaned to Purchaser by Seller, as well as all 40% of any interest accrued thereon.

INCENTIVE AND AMORTIZATION AGREEMENT - CONVERSION/IMPROVEMENTS SCHEDULE

The Conversions are set out as follows:

_____Brand Image on Canopy

_____Brand Price Sign

_____CRIND Installation at MPDs

_____MPD Decals and Valances

_____Pump Toppers and POP Hardware

_____Trash Can and Windshield Service Centers

_____Painting

The Improvements are set out as follows:

_____Canopy

_____fascia

_____canopy underside and columns

_____LED Canopy Lighting Upgrade

_____Island

_____White island forms and natural concrete islands

_____Multi-Product Dispensers (MPD)

_____General Site Improvements As Follows:

_____MID LED Upgrade

_____Lot Resurface

_____LED Upgrade for Yard Lighting

_____Refresh Painting

_____Other (Describe)

_____

_____

I acknowledge receipt and applicability of this Conversion/Improvements Schedule

<Dealer Name>

_____

Purchaser

Exhibit A to Incentive and Amortization Agreement

SECURED PROMISSORY NOTE

_____, (State) _____, 20____

Name of Maker: _____ ("***Maker***")
Address: _____
Amount Owed: $_____.____
Interest Rate: ___% per annum, compounded monthly

1. FOR VALUE RECEIVED, Maker promises to pay to the order of **TMC FRANCHISE CORPORATION,** an Arizona corporation ("***Payee***"), at 1130 West Warner Road, Tempe, Arizona 85284 or at such other place as may be designated in writing by Payee, all principal amounts advanced by Maker to Payee under that certain Incentive and Amortization Agreement, dated _____, 20___, by and between Payee and Maker (***"Agreement"***), the maximum amount of which is _____ and ___/100 Dollars ($_____.____), together with all accrued interest thereon as provided in the Agreement, in lawful money of the United States in immediately available funds. Upon Maker's satisfaction of the conditions therefor set forth in the Agreement, the amount payable hereunder from Maker to Payee shall be forgiven as provided in paragraph 2(b) of the Agreement. The due date and other requirements for payment of all principal and interest hereunder, less any amount thereof forgiven pursuant to paragraph 2(b) of the Agreement, shall be as provided in paragraph 2 of the Agreement.

2. This Promissory Note ("***Note***") is the "Note," as defined in paragraph 1(b)(ii)(B) of the Agreement, and is fully negotiable by Payee. Capitalized terms used herein have the meanings assigned to them in the Agreement unless otherwise defined herein. Reference is made to the Agreement for a statement of the obligations of Maker and the circumstances in which payment hereunder may be accelerated.

3. The payment of this Note is secured by that certain Security Agreement, dated _____, 201___, by and between Maker and Payee ("Security Agreement"), together with Form UCC-1, granting Payee a security interest in and to all of Maker's interest in the equipment, fixtures, gasoline and petroleum products in inventory, gasoline and petroleum accounts receivable, after acquired inventory, accounts owned by Maker and consigned to Payee, and contract rights located on and/or related to Maker's retail motor fuel station business located at _____, together with all other property described in or referred to in the Security Agreement. This Note, the Security Agreement, and the Agreement are collectively referred to herein as the "Loan Documents."

4. Time is of the essence hereof. In the event of any default in the payment of any amount due and payable under the Agreement or any of the other Loan Documents (a "Default"), then the entire amount of principal and accrued interest hereunder, less any amount thereof that has been forgiven as of the date of such Default, and all other obligations of Maker to Payee, direct or

indirect, absolute or contingent, now existing or hereafter arising, shall, at the option of Payee, become due and payable immediately, without presentment or notice, and Payee shall be authorized to exercise all of the rights and remedies provided herein, in the Loan Documents, and under the Uniform Commercial Code, as well as all other rights and remedies either at law or in equity. From and after any Default, the entire unpaid principal balance, and all unpaid interest that accrued as of the date of such Default, less any amount thereof that has been forgiven as of such date, shall automatically bear an interest at the rate of eighteen percent (18%) per annum, compounded monthly, or the highest rate of interest permitted by law.

5. No delay or failure of Payee in the exercise of any right or remedy provided for hereunder shall be deemed a waiver of such right by Payee, and no exercise of any right or remedy shall be deemed a waiver of any other right or remedy which Payee may have.

6. Maker agrees to pay the expenses incurred, including attorney's fees and costs, recording fees, filing fees, escrow fees and any other related costs in any attempt to collect any amount due pursuant to this Note or to otherwise enforce the provisions of this Note.

7. Maker agrees that if any legal action, arbitration, or other proceeding is necessary to enforce this Note or to enforce or protect the lien(s) under any of the Loan Documents, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. Such attorneys' fees shall include those incurred to enter and/or confirm any arbitration award in a court of competent jurisdiction, to prosecute or defend any appeal, and/or to enforce any judgment. This provision is applicable to the entire Note and all of the other Loan Documents.

8. All agreements between Maker and Payee are expressly limited, so that in no event or contingency, whether because of the advancement of the proceeds of this Note, acceleration of maturity of the unpaid principal balance, or otherwise, shall the amount paid or agreed to be paid to Payee for the use, forbearance, or retention of the money to be advanced under this Note exceed the highest lawful rate permissible under applicable usury laws. If, under any circumstances, fulfillment of any provision of this Note or any other agreement pertaining to this Note, after timely performance of such provision is due, shall involve exceeding the limit of validity prescribed by law that a court of competent jurisdiction deems applicable, then, ipso facto, the obligations to be fulfilled shall be reduced to the limit of such validity. If, under any circumstances, Payee shall ever receive as interest an amount that exceeds the highest lawful rate, the amount that would be excessive interest shall be applied to reduce the unpaid principal balance under this Note and not to pay interest, or, if such excessive interest exceeds the unpaid principal balance under this Note, such excess shall be refunded to Maker. This provision shall control every other provision of this Note.

9. Maker waives presentment, demand, notice of dishonor, and protest.

10. This Note shall be construed and enforceable according to the laws of the State of _____ for all purposes except when federal law applies (including, without limitation, any federal usury ceiling or other federal law preempting state usury laws, which, from time to time, is applicable to the indebtedness evidenced by this Note). The pleading of any statute of limitations as a defense to the obligations evidenced by this Note is waived to the fullest extent permissible by law. If any provision of this Note, or the application of it to any party or circumstance, is held void, invalid, or unenforceable by a court of competent jurisdiction, the

remainder of this Note, and the application of such provision to other parties or circumstances, shall not be affected thereby, the provisions of this Note being severable in any such instance. Maker represents and warrants to Payee that the proceeds of this Note will be used solely for business, commercial investment, or similar purposes, and that no portion of it will be used for personal, family, or household purposes. The parties agree that this Note and the Loan Documents are a product of their joint effort. As a result, any rules of construction, including but not limited to Civil Code section 1654 and the rule that a contract should be construed against the drafter, shall not apply.

MAKER:

_____

By: _____

Its: _____

Exhibit B to Incentive and Amortization Agreement

SECURITY AGREEMENT

_____ (the "DEBTOR") and TMC Franchise Corporation, a wholly owned subsidiary of Circle K Stores, Inc., an Arizona corporation, and any affiliated or related companies ("TMC FRANCHISE CORPORATION") agree as follows:

1. Definitions. All capitalized terms used herein without definitions shall have the respective meanings provided therefor in the Franchise Agreement, Motor Fuel Agreement or Credit Agreement. In addition:

(a) The term "State," as used herein, means the State of «State_2».

(b) All terms defined in the Uniform Commercial Code of the State and used herein shall have the same definitions herein as specified therein. However, if a term is defined in Article 9 of the Uniform Commercial Code of the State differently than in another Article of the Uniform Commercial Code of the State, the term has the meaning specified in Article 9.

(c) The term "Obligations," as used herein, means all of the indebtedness, obligations and liabilities of DEBTOR to TMC FRANCHISE CORPORATION, individually or collectively, whether direct or indirect, joint or several, absolute or contingent, due or to become due, now existing or hereafter arising in any manner or at any time, including those arising under or in respect of the Circle K Franchise Agreement entered into between TMC FRANCHISE CORPORATION and DEBTOR (the "Franchise Agreement"), Motor Fuel Agreement entered into between TMC FRANCHISE CORPORATION and DEBTOR], any agreement or agreements by which TMC FRANCHISE CORPORATION extends any funding or credit to DEBTOR, no matter how such agreement is denominated (the "Credit Agreement"), any promissory notes or other instruments or agreements executed and delivered pursuant thereto or in connection therewith or this Agreement.

(d) The term "Event of Default," as used herein, means the failure of DEBTOR to pay or perform any of the Obligations as and when due to be paid or performed under the terms of the Franchise Agreement Motor Fuel Agreement or Credit Agreement. "Event of Default" also includes, but is not limited to, the following: (i) TMC FRANCHISE CORPORATION does not have a first priority purchase money security interest in the Collateral or a first priority security interest in the Collateral, as the case may be; (ii) DEBTOR fails to obtain and/or maintain any governmental permits or licenses for DEBTOR to operate a business or to sell personal property or such permits are withdrawn, canceled or terminated by the issuing authority; (iii) DEBTOR makes any representation or warranty, or provides information, to TMC FRANCHISE CORPORATION that proves to be materially false or misleading; (iv) a significant part of the Collateral is lost, substantially damaged, or destroyed; (v) there is a material adverse change in DEBTOR's business condition or affairs, financial or otherwise, that in TMC FRANCHISE CORPORATION' sole judgment impairs the prospects that DEBTOR will pay and perform the Obligations in a timely manner; (vi) DEBTOR terminates its business or any insolvency, receivership, reorganization, or liquidation proceedings are started by or against DEBTOR or by or

against any guarantor of or surety for DEBTOR's obligations, or any part thereof, secured hereby; (vii) DEBTOR fails to pay the full amount of any tax, fee or assessment due or owing to any federal, state, or local governmental authority (viii) the Collateral is subjected to levy of execution or other judicial process; (ix) DEBTOR breaches or terminates any Lease, Motor Fuel Agreement or any other agreement or lease or understanding now existing or hereinafter arising, between DEBTOR and TMC FRANCHISE CORPORATION; (x) DEBTOR is found to be in violation of any federal, state or local law, ordinance, regulation, order or directive pertaining to the illegal use, generation, manufacture, storage, disposal, or transportation of any substances defined as, or included in the definition of, "hazardous substances," "hazardous materials," or "toxic substances;" (xi) DEBTOR is found to be in violation of the Americans With Disabilities Act of 1990, as amended, or the Fair Housing Act Amendment of 1988, as amended; (xii) the death of the DEBTOR or of any guarantor of or surety for DEBTOR's obligations, or any part thereof, secured hereby.

2. Grant of Security Interest. The DEBTOR hereby grants to TMC FRANCHISE CORPORATION, to secure the payment and performance in full of all of the Obligations, a purchase money security interest in any property sold to DEBTOR by TMC FRANCHISE CORPORATION or personal property acquired by DEBTOR with funds advanced by TMC FRANCHISE CORPORATION and a security interest in and so pledges and assigns to TMC FRANCHISE CORPORATION the following properties, assets and rights of the DEBTOR, wherever located, whether owned now or hereafter acquired or arising, and all proceeds and products thereof (all of the same being hereinafter called the "Collateral"): all personal and fixture property of every kind and nature including without limitation all Goods (including Inventory, Equipment, Fixtures and any accessions thereto), any other contract rights or rights to the payment of money, insurance claims and proceeds including, but not limited to, all rights, title and interest in and to accounts, chattel paper, commercial tort claims, consumer goods, deposit accounts, documents, equipment, farm products, instruments, inventory, investment property, letter-of-credit, money, oil, gas and other minerals before extraction, whether now owned or hereafter acquired, and all General Intangibles including, without limitation, all payment intangibles, trademarks, trademark applications, trade names, copyrights, copyright applications, software, engineering or architectural drawings, service marks, customer lists, goodwill, and all licenses, permits, agreements of any kind or nature pursuant to which the DEBTOR possesses, uses or has authority to possess or use property (whether tangible or intangible) of others or others possess, use or have authority to possess or use property (whether tangible or intangible) of the DEBTOR, and all recorded data of any kind or nature, regardless of the medium of recording including, without limitation, all software, writings, plans, specifications and schematics. To the extent applicable, terms contained in this section are given the meanings defined in Article 9 of the Uniform Commercial Code as adopted in the State of California and is intended to include all personal property of the DEBTOR wherever located, whether owned now or acquired later.

3. Authorization to File Financing Statements. DEBTOR hereby irrevocably authorizes TMC FRANCHISE CORPORATION at any time and from time to time to file in any Uniform Commercial Code jurisdiction any initial financing statements and amendments, or continuations thereto, with or without DEBTOR's signature or authentication, that (a) indicate the Collateral (i) as all assets of DEBTOR or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of the State or such jurisdiction, or (ii) as being of an equal or lesser scope or with greater detail, and (b) contain any other information required by part 5 of Article 9 of the Uniform Commercial Code of the State for the sufficiency or filing office acceptance of any financing statement or amendment, including (i) whether DEBTOR is an organization, the type of organization and any organization identification number issued to DEBTOR and, (ii) in the case of a financing statement filed as a fixture filing, a sufficient description of real property to which the Collateral relates. DEBTOR

agrees to furnish any such information to TMC FRANCHISE CORPORATION promptly upon request. DEBTOR also ratifies its authorization for TMC FRANCHISE CORPORATION to have filed in any Uniform Commercial Code jurisdiction any like initial financing statements or amendments thereto if filed prior to the date hereof and authorizes TMC FRANCHISE CORPORATION to give any other notices that TMC FRANCHISE CORPORATION deems necessary to protect and perfect the rights granted by this Security Agreement.

4. Other Actions. Further to insure the attachment, perfection and first priority of, and the ability of TMC FRANCHISE CORPORATION to enforce, TMC FRANCHISE CORPORATION's security interest in the Collateral, DEBTOR agrees, in each case at DEBTOR's own expense, to take the following actions with respect to the following Collateral:

4.1. Collateral in the Possession of a Bailee. If any Goods are at any time in the possession of a bailee, DEBTOR shall promptly notify TMC FRANCHISE CORPORATION thereof and, if requested by TMC FRANCHISE CORPORATION, shall promptly obtain an acknowledgement from the bailee, in form and substance satisfactory to TMC FRANCHISE CORPORATION, that the bailee holds such Collateral for the benefit of TMC FRANCHISE CORPORATION and shall act upon the instructions of TMC FRANCHISE CORPORATION, without the further consent of DEBTOR. TMC FRANCHISE CORPORATION agrees with DEBTOR that TMC FRANCHISE CORPORATION shall not give any such instructions unless an Event of Default has occurred and is continuing or would occur after taking into account any action by DEBTOR with respect to the bailee.

4.2. Other Actions as to any and all Collateral. DEBTOR further agrees to take any other action reasonably requested by TMC FRANCHISE CORPORATION to insure the attachment, perfection and first priority of, and the ability of TMC FRANCHISE CORPORATION to enforce, TMC FRANCHISE CORPORATION's security interest in any and all of the Collateral including, without limitation, (a) executing, delivering and, where appropriate, filing financing statements and amendments relating thereto under the Uniform Commercial Code, to the extent, if any, that DEBTOR's signature thereon is required therefor, (b) causing TMC FRANCHISE CORPORATION's name to be noted as secured party on any certificate of title for a titled good if such notation is a condition to attachment, perfection or priority of, or ability of TMC FRANCHISE CORPORATION to enforce, TMC FRANCHISE CORPORATION's security interest in such Collateral, (c) complying with any provision of any statute, regulation or treaty of the United States as to any Collateral if compliance with such provision is a condition to attachment, perfection or priority of, or ability of TMC FRANCHISE CORPORATION to enforce, TMC FRANCHISE CORPORATION's security interest in such Collateral, (d) obtaining governmental and other third party consents and approvals, including without limitation any consent of any licensor, lessor or other person obligated on Collateral, (e) obtaining waivers from mortgagees and landlords in form and substance satisfactory to TMC FRANCHISE CORPORATION and (f) taking all actions required by any earlier versions of the Uniform Commercial Code or by other law, as applicable in any relevant Uniform Commercial Code jurisdiction, or by other law as applicable in any foreign jurisdiction.

5. Relation to Other Security Documents. The provisions of this Agreement supplement the provisions of any real estate mortgage or deed of trust granted by DEBTOR to TMC FRANCHISE CORPORATION and securing the payment or performance of any of the Obligations. Nothing contained in any such real estate mortgage or deed of trust shall derogate from any of the rights or remedies of TMC FRANCHISE CORPORATION hereunder.

6. **Representations and Warranties Concerning DEBTOR's Legal Status**. DEBTOR represents and warrants to TMC FRANCHISE CORPORATION that **(check one of the following):**

- ❑ DEBTOR is an individual or individuals whose "principal residence or residences," as that term is used in UCC § 9-307, is or are in the **State(s) of _____.** DEBTOR warrants that his/her/their **legal name is or names are _____.**

- ❑ DEBTOR is an organization whose sole "place of business," as that term is used in UCC § 9-307, is in the **State of _____.** DEBTOR warrants that its "jurisdiction of organization," as that term is used in UCC § 9-503, is the **State of _____.** DEBTOR further warrants that its name as it appears on the public record of that **State is _____** and that its **organizational identification number is _____ (if available) and/or Tax ID # _____.**

- ❑ DEBTOR is an organization with more than one place of business whose "chief executive office," as that term is used in UCC § 9-307, is in the **State of _____.** DEBTOR warrants that its "jurisdiction of organization," as that term is used in UCC § 9-503, is **the State of _____.** DEBTOR further warrants that its name as it appears on the public record of that **State is _____** and that its **organizational identification number is _____.**

7. **Covenants Concerning DEBTOR's Legal Status.** DEBTOR covenants with TMC FRANCHISE CORPORATION as follows: (a) without providing at least 30 days prior written notice to TMC FRANCHISE CORPORATION, DEBTOR will not change its name, its place of business or, if more than one, chief executive office, or its mailing address or organizational identification number if it has one, (b) if DEBTOR does not have an organizational identification number and later obtains one, DEBTOR shall forthwith notify TMC FRANCHISE CORPORATION of such organizational identification number, and (c) DEBTOR will not change its type of organization, jurisdiction of organization or other legal structure.

8. **Representations and Warranties Concerning Collateral, Etc.** DEBTOR further represents and warrants to TMC FRANCHISE CORPORATION as follows: (a) DEBTOR is the owner of or has other rights in or power to transfer the Collateral, free from any adverse lien, security interest or other encumbrance, except for the security interest created by this Agreement, and other liens permitted by the Credit Agreement, (b) none of the Collateral constitutes, or is the proceeds of, "farm products" as defined in §9-102(a)(34) of the Uniform Commercial Code of the State, (c) none of the account debtors or other persons obligated on any of the Collateral is a governmental authority subject to the Federal Assignment of Claims Act or like federal, state or local statute or rule in respect of such Collateral.

9. **Covenants Concerning Collateral, Etc.** DEBTOR further covenants with TMC FRANCHISE CORPORATION as follows: (a) the Collateral, to the extent not delivered to TMC FRANCHISE CORPORATION pursuant to section 4, will be kept at those locations listed in Exhibit "A" hereto, and DEBTOR will not remove the Collateral from such locations, without providing at least 30 days prior written notice to TMC FRANCHISE CORPORATION, (b) except for the security interest herein granted and liens permitted by the Franchise Agreement Motor Fuel Agreement and Credit Agreement, DEBTOR is or shall be the owner of, or have other rights in, the Collateral, free from any lien, security interest or other encumbrance, and DEBTOR shall defend the same against all claims and demands of all

persons at any time claiming the same or any interests therein adverse to TMC FRANCHISE CORPORATION, (c) DEBTOR shall not pledge, mortgage or create, or suffer to exist a security interest in the Collateral in favor of any person other than TMC FRANCHISE CORPORATION except for liens permitted by the Franchise Agreement Motor Fuel Agreement and/or Credit Agreement, (d) DEBTOR will keep the Collateral in good order and repair and will not use, or permit any person to use, the same in violation of law or any policy of insurance thereon, (e) as provided in the Franchise Agreement Motor Fuel Agreement and/or Credit Agreement, DEBTOR will permit TMC FRANCHISE CORPORATION, or its designee, to inspect the Collateral at any reasonable time, wherever located, (f) DEBTOR will pay promptly when due all taxes, assessments, governmental charges and levies upon the Collateral or incurred in connection with the use or operation of such Collateral or incurred in connection with this Agreement, (g) DEBTOR will continue to operate, its business in compliance with all applicable provisions of the federal Fair Labor Standards Act, as amended, and with all applicable provisions of federal, state and local statutes and ordinances dealing with the control, shipment, storage or disposal of hazardous materials or substances, and (h) DEBTOR will not sell or otherwise dispose, or offer to sell or otherwise dispose, of the Collateral or any interest therein except for (i) sales and leases of Inventory and licenses of General Intangibles in the ordinary course of business and (ii) so long as no Event of Default has occurred and is continuing, sales or other dispositions of obsolescent items of Equipment in the ordinary course of business consistent with past practices dispositions permitted by the Franchise Agreement Motor Fuel Agreement and Credit Agreement.

10. Insurance.

10.1. Maintenance of Insurance. DEBTOR will maintain with financially sound and reputable insurers insurance with respect to its properties and business against such casualties and contingencies as shall be in accordance with general practices of businesses engaged in similar activities in similar geographic areas. Such insurance shall be in such minimum amounts that DEBTOR will not be deemed a co-insurer under applicable insurance laws, regulations and policies and otherwise shall be in such amounts, contain such terms, be in such forms and be for such periods as may be reasonably satisfactory to TMC FRANCHISE CORPORATION. In addition, all such insurance shall be payable to TMC FRANCHISE CORPORATION as loss payee. Without limiting the foregoing, DEBTOR will (i) keep all of its physical property insured with casualty or physical hazard insurance on an "all risks" basis, with broad form flood and earthquake coverage and electronic data processing coverage, with a full replacement cost endorsement and an "agreed amount" clause in an amount equal to 100% of the full replacement cost of such property, (ii) maintain all such workers' compensation or similar insurance as may be required by law and (iii) maintain, in amounts and with deductibles equal to those generally maintained by businesses engaged in similar activities in similar geographic areas, general public liability insurance against claims of bodily injury, death or property damage occurring, on, in or about the properties of DEBTOR; business interruption insurance; and product liability insurance.

10.2. Insurance Proceeds. The proceeds of any casualty insurance in respect of any casualty loss of any of the Collateral shall, subject to the rights, if any, of other parties with a prior interest in the property covered thereby, (i) so long as no Default or Event of Default has occurred and is continuing and to the extent that the amount of such proceeds is less than $5,000, be disbursed to DEBTOR for direct application by DEBTOR solely to the repair or replacement of DEBTOR's property so damaged or destroyed and (ii) in all other circumstances, be held by TMC FRANCHISE CORPORATION as cash collateral for the Obligations. TMC FRANCHISE CORPORATION may, at its sole option, disburse from time to time all or any part of such proceeds so held as cash collateral,

upon such terms and conditions as TMC FRANCHISE CORPORATION may reasonably prescribe, for direct application by DEBTOR solely to the repair or replacement of DEBTOR's property so damaged or destroyed, or TMC FRANCHISE CORPORATION may apply all or any part of such proceeds to the Obligations with the Commitment (if not then terminated) being reduced by the amount so applied to the Obligations.

10.3. **Notice of Cancellation, etc.** All policies of insurance shall provide for at least thirty (30) days prior written cancellation notice to TMC FRANCHISE CORPORATION. In the event of failure by DEBTOR to provide and maintain insurance as herein provided, TMC FRANCHISE CORPORATION may, at its option, provide such insurance and charge the amount thereof to DEBTOR. DEBTOR shall furnish TMC FRANCHISE CORPORATION with certificates of insurance and policies evidencing compliance with the foregoing insurance provision.

11. **Collateral Protection Expenses; Preservation of Collateral.**

11.1. **Expenses Incurred by TMC FRANCHISE CORPORATION.** In its discretion, TMC FRANCHISE CORPORATION may discharge taxes and other encumbrances at any time levied or placed on any of the Collateral, make repairs thereto and pay any necessary filing fees or, if the debtor fails to do so, insurance premiums. DEBTOR agrees to reimburse TMC FRANCHISE CORPORATION on demand for any and all expenditures so made. TMC FRANCHISE CORPORATION shall have no obligation to DEBTOR to make any such expenditures, nor shall the making thereof relieve DEBTOR of any default.

11.2. **TMC FRANCHISE CORPORATION' Obligations and Duties.** Anything herein to the contrary notwithstanding, DEBTOR shall remain liable under each contract or agreement comprised in the Collateral to be observed or performed by DEBTOR thereunder. TMC FRANCHISE CORPORATION shall not have any obligation or liability under any such contract or agreement by reason of or arising out of this Agreement or the receipt by TMC FRANCHISE CORPORATION of any payment relating to any of the Collateral, nor shall TMC FRANCHISE CORPORATION be obligated in any manner to perform any of the obligations of DEBTOR under or pursuant to any such contract or agreement, to make inquiry as to the nature or sufficiency of any payment received by TMC FRANCHISE CORPORATION in respect of the Collateral or as to the sufficiency of any performance by any party under any such contract or agreement, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to TMC FRANCHISE CORPORATION or to which TMC FRANCHISE CORPORATION may be entitled at any time or times. TMC FRANCHISE CORPORATION' sole duty with respect to the custody, safe keeping and physical preservation of the Collateral in its possession, under §9-207 of the Uniform Commercial Code of the State or otherwise, shall be to deal with such Collateral in the same manner as TMC FRANCHISE CORPORATION deals with similar property for its own account.

12. **Securities and Deposits.** Whether or not any Obligations are due, TMC FRANCHISE CORPORATION may following and during the continuance of a Default and Event of Default demand, sue for, collect, or make any settlement or compromise which it deems desirable with respect to the Collateral. Regardless of the adequacy of Collateral or any other security for the Obligations, any deposits

or other sums at any time credited by or due from TMC FRANCHISE CORPORATION to DEBTOR may at any time be applied to or set off against any of the Obligations then due and owing.

13. Notification to Account Debtors and Other Persons Obligated on Collateral. If a Default or an Event of Default shall have occurred and be continuing, DEBTOR shall, at the request of TMC FRANCHISE CORPORATION, notify account debtors and other persons obligated on any of the Collateral of the security interest of TMC FRANCHISE CORPORATION in any Collateral and that payment thereof is to be made directly to TMC FRANCHISE CORPORATION or to any financial institution designated by TMC FRANCHISE CORPORATION as TMC FRANCHISE CORPORATION' agent therefor, and TMC FRANCHISE CORPORATION may itself,(if a Default or an Event of Default shall have occurred and be continuing), without notice to or demand upon DEBTOR, so notify account debtors and other persons obligated on Collateral. After the making of such a request or the giving of any such notification, DEBTOR shall hold any proceeds of Collateral received by DEBTOR as trustee for TMC FRANCHISE CORPORATION without commingling the same with other funds of DEBTOR and shall turn the same over to TMC FRANCHISE CORPORATION in the identical form received, together with any necessary endorsements or assignments.

14. Power of Attorney.

14.1. Appointment and Powers of TMC FRANCHISE CORPORATION. DEBTOR hereby irrevocably constitutes and appoints TMC FRANCHISE CORPORATION and any officer or agent thereof, with full power of substitution, as its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of DEBTOR or in TMC FRANCHISE CORPORATION' own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives said attorneys the power and right, on behalf of DEBTOR, without notice to or assent by DEBTOR, to do the following:

(a) upon the occurrence and during the continuance off a Default or an Event of Default, generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral in such manner as is consistent with the Uniform Commercial Code of the State and as fully and completely as though TMC FRANCHISE CORPORATION were the absolute owner thereof for all purposes, and to do at DEBTOR's expense, at any time, or from time to time, all acts and things which TMC FRANCHISE CORPORATION deems necessary to protect, preserve or realize upon the Collateral and TMC FRANCHISE CORPORATION' security interest therein, in order to effect the intent of this Agreement, all as fully and effectively as DEBTOR might do; and

(b) to the extent that DEBTOR's authorization given in section 3 is not sufficient, to file such financing statements with respect hereto, with or without DEBTOR's signature, or a photocopy of this Agreement in substitution for a financing statement, as TMC FRANCHISE CORPORATION may deem appropriate and to execute in DEBTOR's name such financing statements and amendments thereto and continuation statements which may require DEBTOR's signature.

14.2. Ratification by DEBTOR. To the extent permitted by law, DEBTOR hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

14.3. No Duty on TMC FRANCHISE CORPORATION. The powers conferred on TMC FRANCHISE CORPORATION hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. TMC FRANCHISE CORPORATION shall be accountable only for the amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to DEBTOR for any act or failure to act, except for TMC FRANCHISE CORPORATION' own gross negligence or willful misconduct.

15. Remedies. If an Event of Default shall have occurred and be continuing, TMC FRANCHISE CORPORATION may, without notice to or demand upon DEBTOR, declare this Agreement to be in default, and TMC FRANCHISE CORPORATION shall thereafter have in any jurisdiction in which enforcement hereof is sought, in addition to all other rights and remedies, the rights and remedies of a secured party under the Uniform Commercial Code of the State or of any jurisdiction in which Collateral is located, including, without limitation, the right to take possession of the Collateral, and for that purpose TMC FRANCHISE CORPORATION may, so far as DEBTOR can give authority therefor, enter upon any premises on which the Collateral may be situated and remove the same therefrom. TMC FRANCHISE CORPORATION may in its discretion require DEBTOR to assemble all or any part of the Collateral at such location or locations within the jurisdiction(s) of DEBTOR's principal offices or at such other locations as TMC FRANCHISE CORPORATION may reasonably designate. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, TMC FRANCHISE CORPORATION shall give to DEBTOR at least five Business Days prior written notice of the time and place of any public sale of Collateral or of the time after which any private sale or any other intended disposition is to be made. DEBTOR hereby acknowledges that five Business Days prior written notice of such sale or sales shall be reasonable notice. In addition, DEBTOR waives any and all rights that it may have to a judicial hearing in advance of the enforcement of any of TMC FRANCHISE CORPORATION's rights hereunder, including, without limitation, its right following an Event of Default to take immediate possession of the Collateral and to exercise its rights with respect thereto.

16. Standards for Exercising Remedies. To the extent that applicable law imposes duties on TMC FRANCHISE CORPORATION to exercise remedies in a commercially reasonable manner, DEBTOR acknowledges and agrees that it is not commercially unreasonable for TMC FRANCHISE CORPORATION (a) to fail to incur expenses reasonably deemed significant by TMC FRANCHISE CORPORATION to prepare Collateral for disposition or otherwise to complete raw material or work in process into finished Goods or other finished products for disposition, (b) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (c) to fail to exercise collection remedies against account debtors or other persons obligated on Collateral or to remove liens or encumbrances on or any adverse claims against Collateral, (d) to exercise collection remedies against account debtors and other persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (e) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (f) to contact other persons, whether or not in the same business as DEBTOR, for expressions of interest in acquiring all or any portion of the Collateral, (g) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the collateral is of a specialized nature, (h) to dispose of Collateral by utilizing Internet sites that provide for the auction of assets of the types included in the

Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets, (i) to dispose of assets in wholesale rather than retail markets, (j) to disclaim disposition warranties, (k) to purchase insurance or credit enhancements to insure TMC FRANCHISE CORPORATION against risks of loss, collection or disposition of Collateral or to provide to TMC FRANCHISE CORPORATION a guaranteed return from the collection or disposition of Collateral, or (1) to the extent deemed appropriate by TMC FRANCHISE CORPORATION, to obtain the services of other brokers, consultants and other professionals to assist TMC FRANCHISE CORPORATION in the collection or disposition of any of the Collateral. DEBTOR acknowledges that the purpose of this section 16 is to provide non-exhaustive indications of what actions or omissions by TMC FRANCHISE CORPORATION would not be commercially unreasonable in TMC FRANCHISE CORPORATION' exercise of remedies against the Collateral and that other actions or omissions by TMC FRANCHISE CORPORATION shall not be deemed commercially unreasonable solely on account of not being indicated in this section 16. Without limitation upon the foregoing, nothing contained in, this section 16 shall be construed to grant any rights to DEBTOR or to impose any duties on TMC FRANCHISE CORPORATION that would not have been granted or imposed by this Agreement or by applicable law in the absence of this section 16.

17. No Waiver by TMC FRANCHISE CORPORATION, etc. TMC FRANCHISE CORPORATION shall not be deemed to have waived any of its rights upon or under the Obligations or the Collateral unless such waiver shall be in writing and signed by TMC FRANCHISE CORPORATION. No delay or omission on the part of TMC FRANCHISE CORPORATION in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion. All rights and remedies of TMC FRANCHISE CORPORATION with respect to the Obligations or the Collateral, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly, alternatively, successively or concurrently at such time or at such times as TMC FRANCHISE CORPORATION deems expedient.

18. Suretyship Waivers by DEBTOR. DEBTOR waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, Collateral received or delivered or other action taken reliance hereon and all other demands and notices of any description. With respect to both the Obligations and the Collateral, DEBTOR assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of or failure to perfect any security interest in any Collateral, to the addition or release of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as TMC FRANCHISE CORPORATION may deem advisable. TMC FRANCHISE CORPORATION shall have no duty as to the collection or protection of the Collateral or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of any rights pertaining thereto beyond the safe custody thereof as set forth in section 11.2. DEBTOR further waives any and all other suretyship defenses.

19. Marshalling. TMC FRANCHISE CORPORATION shall not be required to marshal any present or future collateral security (including but not limited to this Agreement and the Collateral) for, or other assurances of payment of, the Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of its rights hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights, however existing or arising. To the extent that it lawfully may, the DEBTOR hereby agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of TMC FRANCHISE CORPORATION' rights under this Agreement or under any other instrument creating or evidencing any of the Obligations or under which any of the Obligations is outstanding or by which any of the Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, DEBTOR hereby irrevocably waives the benefits of all such laws.

20. Proceeds of Dispositions; Expenses. DEBTOR shall pay to TMC FRANCHISE CORPORATION on demand any and all expenses, including reasonable attorneys' fees and disbursements, incurred or paid by TMC FRANCHISE CORPORATION in protecting, preserving or enforcing TMC FRANCHISE CORPORATION' rights under or in respect of any of the Obligations or any of the Collateral. After deducting all of said expenses, the residue of any proceeds of collection or sale of the Obligations or Collateral shall, to the extent actually received in cash, be applied to the payment of the Obligations in such order or preference as TMC FRANCHISE CORPORATION may determine or in such order or preference as is provided in the Credit Agreement, proper allowance and provision being made for any Obligations not then due. Upon the final payment and satisfaction in full of all of the Obligations and after making any payments required by Sections 9-608(a)(1)(C) or 9-615(a)(3) of the Uniform Commercial Code of the State, any excess shall be returned to DEBTOR, and DEBTOR shall remain liable for any deficiency in the payment of the Obligations.

21. Overdue Amounts. Until paid, all amounts due and payable by DEBTOR hereunder shall be a debt secured by the Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Credit Agreement.

22. Governing Law; Consent to Jurisdiction. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY ARTICLE 9 OF THE UNIFORM COMMERCIAL CODE AS ADOPTED IN THE STATE OF CALIFORNIA, EXCLUSIVE OF ANY CONFLICT OR CHOICE-OF-LAW RULES, INCLUDING THOSE CONTAINED IN ARTICLE 9, THAT WOULD APPLY THE LAWS OF A DIFFERENT JURISDICTION. DEBTOR agrees that any suit for the enforcement of this Agreement may be brought in the courts of the State or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon DEBTOR by mail at the address specified in section 24 herein. DEBTOR hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

23. Waiver of Jury Trial. DEBTOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, DEBTOR waives any right that it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. DEBTOR (i) certifies that neither TMC FRANCHISE CORPORATION nor any representative, agent or attorney of TMC FRANCHISE CORPORATION has represented, expressly or otherwise, that TMC FRANCHISE CORPORATION would not, in the event of litigation, seek to enforce the foregoing waivers and (ii) acknowledges that, in entering into the Credit Agreement, (and the other Loan Documents to which TMC FRANCHISE CORPORATION is a party), TMC FRANCHISE CORPORATION is relying upon, among other things, the waivers and certifications contained in this section 23.

24. Notice. Notices to either party shall be in writing and may be delivered to the party personally, or by mail addressed to the party as set forth below or as otherwise designated in writing:

TMC Franchise Corporation
Attn: Franchise Contracts
1130 West Warner Road
Tempe, AZ 85284

25. **Fair Credit Reporting Act.** DEBTOR authorizes TMC FRANCHISE CORPORATION to obtain credit reports on DEBTOR.

26. **Application of Funds**. DEBTOR authorizes TMC FRANCHISE CORPORATION to apply all funds received from DEBTOR, or from the Collateral in any manner, to the Obligations in such manner as TMC FRANCHISE CORPORATION in its sole discretion chooses.

27. **Miscellaneous.** The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof. This Agreement and all rights and obligations hereunder shall be binding upon DEBTOR and its respective successors and assigns, and shall inure to the benefit of TMC FRANCHISE CORPORATION and its successors and assigns. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. DEBTOR acknowledges receipt of a copy of this Agreement.

IN WITNESS WHEREOF, intending to be legally bound, DEBTOR has caused this Agreement to be duly executed as of the Effective Date indicated below.

FRANCHISOR: TMC Franchise Corporation	**DEBTOR:** _____
_____	_____
Print Name:_____	Print Name:_____
Title:_____	Title:_____
Effective Date:_____	Date:_____

EXHIBIT H

Circle K Branding Agreement

CIRCLE K BRANDING AGREEMENT (SINGLE SITE)

This CIRCLE K® Branding Agreement – Single Site (the "Agreement") is entered into by and between TMC Franchise Corporation ("TMC") and _____ ("Licensee"), effective as of the date TMC signs below (the "Effective Date").

1. Duration. This Agreement will be for a term (the "Term") that begins on the Effective Date and expires upon the expiration of the Franchise Agreement (as defined below).

2. Conditions to Renew. Upon expiration of the Term, Licensee will have the option to renew its rights under this Agreement consistent with any renewal option Licensee elects under the terms of its CIRCLE K Franchise Agreement ("Franchise Agreement") governing the Premises (as defined below) (the "Renewal Term") provided Licensee has complied with all of the following conditions:

(A) Licensee has given TMC written notice of its request for a new license at least six (6) months prior to the expiration of the Term. Licensee's failure to timely provide written notice to TMC will be deemed a rejection of the option to renew or operate pursuant to a new license. TMC will not unreasonably withhold its approval of such request for an offer of a new license, provided the conditions set forth in this Section 2 have been satisfied.

(B) Licensee meets TMC's then-current requirements for new licensees.

(C) Licensee has complied in good faith with all material terms and conditions of this Agreement throughout the Term of this Agreement and is not in default of this Agreement or any other agreement with TMC or its affiliates.

(D) TMC and Licensee execute a mutual release of all claims relating to this Agreement subject to any incomplete performance or continuing obligations, unless such releases are prohibited by applicable law. If the Premises (as defined in Section 3 below) is situated in a state whose law, at the time of the offer of a new license, prohibits the giving of a general release as a condition for the offer of a new license, then this section will not, in such event, be a condition for the offer of a new license, unless a release of some, but not all, claims is permitted, in which instance TMC and Licensee will execute a release to the extent permitted by law.

(E) All monetary obligations owed by Licensee to TMC or any affiliates have been paid in full, or resolved to TMC's satisfaction, prior to the end of the Term of this Agreement, and have been timely paid throughout the Term of this Agreement.

(F) Licensee agrees to execute TMC's then-current form of Branding Agreement for the Renewal Term and other related agreements, if applicable, which may contain terms and conditions substantially different from those set forth in this Agreement.

(G) Licensee renews its Franchise Agreement for the Premises.

3. Premises. TMC grants Licensee the right to use the Proprietary Marks (as defined in Section 4 below) at the following location:_____ (the "Premises"). Licensee may not use or grant a third party the right to use the Proprietary Marks at any other location without TMC's prior written consent.

4. TMC Signs and Branding.

(a) TMC hereby grants Licensee the non-exclusive right to use the CIRCLE K® trademarks, service marks, trade names, brand names, trade dress, logos, color patterns, color schemes, design schemes, insignia, images and/or other brand identifications identified on Exhibit A to this Agreement (the "Proprietary Marks") at the Premises and solely in connection with the advertising, marketing, and resale of motor fuel products including, without limitation, motor gasoline, on and off road diesel fuel and other specialty fuel (collectively, the "Products") all of which must meet TMC's standards and requirements.

(b) Licensee shall, at Licensee's sole expense, comply, and cause the Premises to comply, in full, with TMC's branding, image, and appearance standards, policies, and guidelines set forth in the CIRCLE K Image Guide which TMC may modify from time to time (the "CIRCLE K Image Guide"). Licensee acknowledges, warrants and represents that it has received a copy of the CIRCLE K Image Guide and Licensee understands and agrees that Licensee's failure to comply, in full, with standards, policies, and guidelines set forth in the CIRCLE K Image Guide will cause irreparable harm to TMC, and any such failure shall be a material breach of this Agreement. Licensee acknowledges and agrees that it is required to purchase all items containing the Proprietary Marks, including all signage, from TMC's approved suppliers. TMC will provide Licensee with a list of approved suppliers, which list TMC may modify from time to time.

(c) It is further expressly understood and agreed that TMC will have the right to substitute, change or modify the Proprietary Marks during the Term or any Renewal Term of this Agreement, and Licensee) must comply with any substitution, change or modification. In the event of such substitution, change or modification, all references to the Proprietary Marks herein shall be deemed to refer to the substituted, changed or modified trademarks, service marks, trade names, brand names, trade dress, logos, color patterns, color schemes, design schemes, insignia, image standards and/or other brand identifications.

(d) Licensee may not use the Proprietary Marks or TMC's name as part of Licensee's corporate name or other name.

(e) Licensee agrees that it will take no action, or otherwise do anything or fail to do anything that will diminish, reduce, injure, dilute, or otherwise damage the value of the Proprietary Marks or other TMC trademarks or identifications.

(f) If Licensee breaches any TMC image or appearance standard Licensee must immediately correct each breach to bring the Premises into full compliance with TMC's standards and requirements. If Licensee fails to correct any breach within thirty (30) days after Licensee's receipt of written notice of such breach, TMC will have the option (but not the obligation) to correct the breach. If TMC exercises its option hereunder, Licensee will be required to immediately pay TMC, upon demand, all reasonable expenses incurred by TMC to correct the breach. Nothing contained in this subparagraph (f) shall be understood or deemed to waive or

modify any of TMC's rights, or any of Licensee's obligations, under this Agreement.

5. Products. Licensee may purchase Products from any source provided the Products meet all applicable local, state and federal laws and regulations and TMC's standards and requirements. TMC reserves the right to update and modify its standards and requirements from time to time and Licensee agrees to comply with any updates or modifications within 60 days of receiving notice of the change.

6. Fees/Method of Payment.

(a) Licensing Fee. Licensee agrees to pay TMC a monthly fee equal to $0.0075 for each gallon of Product sold at the Premises (the "Licensing Fee") provided, Licensee's minimum total Licensing Fees each month must exceed $500 (the "Minimum Monthly Fee").

(b) Payments. On the 25th day of each month, Licensee's monthly Licensing Fee, as specified in subpart (a) above, will be due to TMC and paid as outlined in subpart (d) below. All Licensing Fees paid during each month will be reconciled with each quarterly statement Licensee provides to TMC as required by subpart (c) below, and any underpayment of the Minimum Monthly Fee will immediately be due to TMC and paid as outlined in subpart (d) below.

(c) Statements. On or before the 21st day after the end of each calendar quarter, Licensee must provide TMC with a statement detailing the sales of all Products sold at the Premises for the prior calendar quarter.

(d) Method of Payment. Licensee will pay the monthly Licensing Fee, and any other amounts owed under this Agreement, via electronic funds transfer ("EFT"). Licensee must establish a commercial account with a financial institution that provides EFT services and execute the Electronic Funds Transfer Authorization attached hereto as Exhibit B, which agreement authorizes TMC to initiate transfers of funds between Licensee's account and TMC's account for payment of all amounts due to TMC under this Agreement. Licensee will not use, or permit to be used, said commercial account for personal, family, or household purposes. Licensee will provide TMC with all information and authorization necessary to debit and credit Licensee's account. Licensee agrees to maintain at all times funds in its account sufficient to make payments to TMC at the time of the EFT transaction. Should any EFT transaction be rejected by Licensee's financial institution for Licensee's failure to maintain sufficient funds in Licensee's account, in addition to any other rights TMC may have under this Agreement or the law, TMC may collect an insufficient funds fee of $50 for each insufficient funds payment. Additionally, if Licensee fails to timely pay TMC any amounts due under this Agreement by the due date, the payment will be considered late and TMC may charge Licensee interest on the amount past due at the lesser of 1½ % per month or the maximum legal rate allowed under applicable law. A payment will be considered late if (i) Licensee fails to pay TMC the total amount owed when due, or (ii) if insufficient funds are available in Licensee's account to fully pay the amount owed.

(e) Grant of Lien. Licensee hereby grants to TMC a lien and security interest against any and all personal property, assets, equipment and fixtures of Licensee. Licensee further agrees to sign all security agreements or other documentation requested by TMC to reflect its security interest.

7. Duties and Obligations of Licensee. At all times during the Term and at Licensee's sole cost and expense, Licensee shall conduct its business operations according to the minimum standards set forth below, which minimum standards are designed to promote the continuing good reputation of TMC, the Proprietary Marks, and all other TMC-branded licensees.

(a) Petroleum Products – Licensee shall ensure that no adulteration, mislabeling or misbranding of any Product occurs at the Premises and that such Products conform to TMC's quality standards and requirements.

(b) Compliance With Laws - Licensee shall become informed about and comply with all local, state and federal laws, statutes, regulations and ordinances related to the storage of Products and the offer and sale of Products at the Premises, including all environmental protection laws, statutes, regulations and ordinances and underground storage tank compliance requirements. Licensee shall become informed about and comply with all applicable local, state and federal requirements related to the generation, handling, transportation, treatment, storage and/or disposal of solid or hazardous wastes. Licensee also shall implement appropriate recycling, waste management and waste minimization practices and procedures as necessary to remain in compliance with all applicable local, state and federal environmental protection and compliance requirements.

(c) Inspection – TMC will have the right to inspect Licensee's operation of the business conducted at the Premises, and in particular to verify that Licensee is complying with (a) all its contractual obligations contained in this Agreement and all Exhibits to this Agreement, including but not limited to Licensee's use of the Proprietary Marks, and (b) all federal, state and local laws and regulations pertaining to the sale and storage of Products. Licensee grants TMC the right to enter the Premises unimpeded to review and audit all records including, but not limited to, all records of deliveries, sales and inventory reconciliation, to take samples of the Products sold at the Premises, and to inspect equipment.

(d) Books and Records – Licensee will throughout the Term of this Agreement and as applicable thereafter, maintain complete and accurate records of the volume of the Products sold at the Premises. Licensee shall provide statements of sales volume to TMC on a quarterly basis, which statements shall be certified by Licensee as true, complete and accurate. TMC will have the right to cause an audit to be made of Licensee's business in order to verify the volume of Products sold. Licensee shall make available to TMC and its designated employees, agents, contractors and authorized representatives, books and records reasonably necessary to complete a full, complete and accurate audit of sales volumes. Licensee also will allow TMC and its designated employees, agents, contractors and authorized representatives to have access to the Premises to complete such audit. If the results of such audit show that any of Licensee's prior statements were understated by 2% or more, Licensee agrees to pay TMC the reasonable cost of such audit. In any case, where an audit shows an understatement of sales volume, Licensee shall pay any deficiency in the Licensing Fee within 5 days following Licensee's receipt of notice of such deficiency.

(e) Maintenance of Operations – Licensee's Premises must meet industry standards of service and cleanliness as well as TMC's quality standards. All uses of TMC's Proprietary Marks must conform to the standards set by TMC.

(f) Acceptance of Cards – Licensee agrees to honor and accept all credit cards, credit identifications, fleet cards, debit cards, pre-paid cards or other similar transaction authorization cards (collectively "Transaction Cards") identified in the CIRCLE K Card Guide and other similar manuals and guidelines, whether in written or electronic form it receives from TMC (such guide, manuals, and other guidelines referred to as the "Card Guide"). Licensee shall account for and process all such transactions in strict compliance with the terms set forth in the CIRCLE K Card Guide. Licensee shall pay all debit/credit card (processing) and service (transaction) fees incurred in connection with the debit/credit card transactions. The current processing and transaction fees are noted in TMC's current disclosure document. TMC reserves the right to modify the processing and/or transaction fees from time to time on 30 days advance written notice, up to an increase of twenty percent (20%) in any twelve-month period.

TMC shall accept from Licensee all transactions generated as a result of purchases made with authorized Transaction Cards and shall process such purchases in accordance with the terms in the CIRCLE K Card Guide. At TMC's option, TMC shall pay the amount of the transactions to Licensee, after deducting any processing and transaction fees, by: (i) check to Licensee; (ii) a credit to Licensee's bank account by EFT; or (iii) setting off the amount against Licensee's account with TMC. For each transaction not authorized, disputed by a customer, or otherwise subject to chargeback under the CIRCLE K Card Guide, TMC may either charge the amount to Licensee's account or require Licensee to make immediate refund to TMC, including refund by draft or EFT initiated by TMC, without any deduction for any processing fee.

Licensee acknowledges receipt of a copy of the Card Guide and shall comply fully with the operating rules, terms and conditions thereof. Without limiting any rights or remedies available to TMC, if Licensee fails to comply with this paragraph or the Card Guide, TMC may limit or terminate Licensee's right to participate in the Transaction Card program. Further, TMC may alter, modify, amend, or terminate the Transaction Card program at any time upon notice to Licensee. TMC also reserves the right to charge back sales transaction amounts. Licensee shall maintain a record of each sales transaction (including the actual draft generated by the sale) for a period of no less than six (6) months from the date of the transaction. Any debit/credit card transactions that are charged back because of failure to comply with the then-current instructions and policies in the CIRCLE K Card Guide or because of customer dispute will be the responsibility of the Licensee.

Licensee and TMC agree that all Transaction Card sales at the Premises will be made pursuant to a point of sale ("POS") system for processing Transaction Cards. Licensee will have the responsibility of providing a POS machine and other associated equipment at all times during the Term of this Agreement at the Premises and will comply with TMC's POS policies and guidelines, as amended from time to time. Such POS machine and other associated equipment will be the property of Licensee. TMC agrees to provide network connectivity to Licensee. In connection with providing network connectivity to Licensee, Licensee and TMC will enter into the Credit Network Agreement attached hereto as Exhibit C. In accordance with the terms of the Credit Network Agreement, Licensee will pay TMC a monthly Network Fee, which fees TMC may increase upon 30 days' advance written notice. Licensee understands that TMC's or any third party's software or firmware or equipment may be installed in the POS machine for use at the

Premises and that such software or firmware or equipment are proprietary products of TMC or the third party. In such event, Licensee understands and agrees that it has no right, title, or ownership interest in such software or firmware or equipment and agrees that it will not attempt to copy, modify, reverse engineer, decompile, disassemble or otherwise attempt to derive the source code of such software or firmware or equipment.

If TMC introduces its own proprietary credit cards, credit identifications, fleet cards, debit cards, pre-paid cards or other similar transaction authorization cards, Licensee shall accept and honor all such cards pursuant to the terms and conditions contained in this paragraph 7(f). The term "Transaction Cards" shall be understood to include all such CIRCLE K cards.

(g) Financial Reports –Within 90 days after the end of its fiscal year, Licensee must provide TMC with Licensee's year-end balance sheets, statements of income and cash flow. At TMC's request, Licensee must audit its year-end balance sheet, statement of income and cash flow.

(h) Insurance – Licensee shall, at its sole expense, obtain insurance from a reputable insurance carrier authorized to do business in the state in which the Premises is located providing full and continuous coverage for the full Term and all renewal periods thereof equivalent to the: (i) Comprehensive General Liability Insurance covering the Premises, all operations at the Premises, products completed operations liability, products liability, contractual liability, fire, explosion and collapse liability, as well as coverage on all contractor's equipment (other than motor vehicles licensed for highway use) owned, hired, or used in connection with this Agreement, bodily injury, and property damage, with minimum limits of at least $1,000,000 per occurrence, and an aggregate coverage of no less than $2,000,000; (ii) Workers Compensation Insurance as required by law; (iii) Employer's Liability Insurance against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a coverage limit of the greater of such amount required by law or $500,000 per occurrence; and (iv) environmental pollution/impairment insurance coverage in an amount of at least $1,000,000 on a continuous and uninterrupted basis insuring Licensee for all environmental liabilities arising out of, but not limited to, the storage, handling, dispensing, and/or sale of motor fuel products and lubricants at the Premises, and/or the ownership and operation of Licensee's business at the Premises. Such environmental/pollution impairment coverage shall extend at least two (2) years beyond the expiration, termination, or nonrenewal of this Agreement. Licensee may meet the requirements for environmental pollution/impairment coverage for underground storage tanks by participating in the federal Environmental Protection Agency ("EPA") approved state financial assurance fund or other EPA approved method to demonstrate financial responsibility or by satisfying any of the other financial assurance test requirements of the EPA's Financial Responsibility Regulations (40 CFR Part 280).

Licensee understands and agrees that any insurance coverage purchased by TMC shall not contribute to the Licensee's coverage requirements. All insurance policies obtained by Licensee will name TMC as an additional insured and will be primary as to any other existing, valid and collectible insurance. All such insurance shall contain provisions whereby the insurer releases all rights of subrogation against TMC. The foregoing requirements are minimum insurance requirements only and may or may not adequately meet the entire insurance needs of Licensee. TMC may require Licensee to carry additional types and amounts of insurance coverage,

including modifications to these existing insurance requirements. Each policy or policies shall provide that the liability coverage afforded applies separately to each insured against whom a claim is brought as though a separate policy had been issued to each insured. If TMC so requires, Licensee shall furnish TMC with certificates of such insurance that provide that coverage will not be canceled or materially changed prior to 30 days' advance written notice to TMC. The insurance required hereunder in no way limits or restricts Licensee's obligations under the law or this Agreement as to indemnification of TMC. If Licensee fails to obtain insurance coverage meeting the minimum requirements outlined above, TMC may, but is not obligated to, obtain insurance coverage on Licensee's behalf and Licensee must reimburse TMC for all costs and expenses it incurred to obtain insurance coverage.

(i) Indemnification. Licensee shall indemnify, protect, defend, and save TMC harmless from and against any and all losses, claims, liabilities, environmental cleanup costs, fines, penalties, suits and actions, judgments and costs, including attorneys' fees and the costs of litigation, which shall arise from, or grow out of, any injury to or death of persons, or damage to or loss of property, or violation by Licensee or any other person of any governmental statute, law, regulation, rule, or ordinance, directly or indirectly resulting from, or in any way connected with (i) Licensee's performance of this Agreement, (ii) operation of Licensee, or activities of any other person, at the Premises, or (iii) the condition of the Premises and the adjoining streets, sidewalks or ways, irrespective of whether such injury, death, damage or loss is sustained by Licensee or any other person, firm or corporation which may seek to hold TMC liable. The existence or non-existence of any insurance required under this Agreement will not limit Licensee's indemnity or other obligations under this Agreement. This indemnity shall survive the termination or nonrenewal of this Agreement.

(j) Personal Guaranty. Each owner or general partner of Licensee, if Licensee is a corporation, limited liability company or partnership, must sign the Personal Guaranty, in the form attached to the Franchise Agreement, which Personal Guaranty shall apply to Licensee's obligations under this Agreement.

8. Assignment.

(a) This Agreement is personal to Licensee. Licensee's interest in this Agreement shall not be transferred or assigned by Licensee in whole or in part, directly or indirectly, without the prior written consent of TMC and provided the following conditions are satisfied: (i) new Licensee ("Assignee") meets TMC's qualifications, (ii) Assignee signs TMC's current form of branding agreement, (iii) Assignee assumes all obligations under this Agreement, (iv) the CIRCLE K convenience store located at the Premises is also transferred to Assignee in accordance with the assignment conditions set forth in Licensee's Franchise Agreement, (v) any Sublicense Agreements entered into in connection with this Agreement are also transferred to Assignee, (vi) all amounts due TMC are paid in full, and (vii) release signed by Licensee.

(b) Subparagraph (a) above applies if any change in the control of the Licensee occurs including, without limitation, the sale, conveyance, alienation, transfer or other change of interest in, or title to, or beneficial ownership of, any voting stock, membership interest, or partnership interest, of or in the Licensee, whether voluntarily, involuntarily, by operation of law, merger or otherwise. A "change in the control" of Licensee shall be deemed to occur whenever a

party gains the ability to influence the business and affairs of Licensee directly or indirectly. A party who owns, or otherwise possesses, twenty-five percent (25%), or more, of the voting stock, membership interest, partnership interest, or beneficial interest shall be deemed to have such ability.

(c) TMC may assign this Agreement in whole or in part upon ten (10) days' prior written notice to Licensee.

9. Termination.

(a) In addition to any other rights of termination which TMC may have hereunder or under any applicable law, upon the occurrence of any of the following events TMC may, at its option and upon notice to Licensee (to the extent required by, and in accordance with, applicable law), terminate this Agreement:

(i) upon default in the payment of any sum payable by Licensee hereunder when due;

(ii) if Licensee fails to cause the removal of the Proprietary Marks from any Premises Location that: (A) does not meet the minimum standards as set forth in this Agreement; and/or (B) is abandoned or unoccupied for a period of thirty (30) days or more;

(iii) if Licensee fails to comply with any applicable laws and such failure: (A) could reasonably be expected to have a material adverse effect on Licensee's business; or (B) could have a material adverse effect on TMC or the Proprietary Marks;

(iv) if Licensee uses or proposes to use the Proprietary Marks to identify a service station or retail outlet which is not the Premises;

(v) if Licensee breaches any provision of this Agreement, the Franchise Agreement, or other agreement between Licensee and TMC or its affiliates;

(vii) if any attachment, garnishment, execution or other legal process or proceeding is levied or begun by anyone other than TMC against or involving Licensee's business and such attachment, garnishment, execution or other legal process: (A) could reasonably be expected to have a material adverse effect on Licensee's business; or (B) could have a material adverse effect on TMC or the Proprietary Marks; or

(viii) if Licensee becomes insolvent or makes or attempts to make an assignment for the benefit of its creditors, voluntarily enters into a reorganization, liquidation or bankruptcy proceeding, or has such

proceeding brought against it involuntarily which such involuntary proceeding is not dismissed within thirty (30) days thereof, or has a receiver appointed for its assets, affairs or business.

(c) The occurrence of any of the events enumerated in Section 9(a) shall constitute a failure by Licensee to comply with a provision of this Agreement which is of material significance to the relationship between TMC and Licensee, and shall constitute "good cause" for TMC to cancel or terminate this Agreement. TMC's termination of this Agreement upon the occurrence of any of the events enumerated in Sections 9(a)(iv), (vi), (vii) or (viii) above may be made by TMC forthwith and without prior notice to Licensee or right to cure. TMC's termination of this Agreement upon the occurrence of all other events enumerated in the remaining subsections of Section 9(a) above shall be effective if Licensee fails to cure the default within thirty (30) days after receiving notice of the same from TMC. A termination of this Agreement by TMC on account of the breach by Licensee of any provision of this Agreement shall be in addition to, and not in lieu of, any and all rights at law or in equity that TMC may have for such breach by Licensee.

(d) Upon any termination of this Agreement, Licensee shall, at its sole cost and expense, (i) immediately discontinue the use of the Proprietary Marks, (ii) cease holding itself out to the public as a TMC licensee, and (iii) immediately remove from the Premises and surrender to TMC or TMC's designee, at Licensee's sole risk and expense, any and all items, signage and materials containing the Proprietary Marks. If Licensee fails to remove all Proprietary Marks from the Premises within 10 days following any termination of this Agreement, then TMC or its designee may immediately enter and remove same at the sole cost and expense of Licensee and Licensee hereby agrees to reimburse TMC for any such cost or expense within 10 days after TMC makes demand for reimbursement.

(e) Licensee understands and agrees that TMC is relying upon Licensee to pay to TMC the amounts set forth herein, and that the early termination of this Agreement will result in serious losses to TMC. Licensee and TMC acknowledge that the amount of such losses is, and will be, difficult to determine. Therefore, Licensee agrees that in the event of a termination of this Agreement, Licensee shall pay to TMC, as liquidated damages, and not as a penalty: the average monthly Licensing Fee payments (calculated in accordance with paragraph 6) payable by Licensee hereunder for the 12 months preceding the termination (during which time Licensee was in good standing under this Agreement), or for a shorter period commencing with the Effective Date of this Agreement if this Agreement is terminated in the first 12 months of the Term, *multiplied by* the lesser of (i) 48 or (ii) the remaining number of months under the Term of this Agreement, as measured from the time of termination to the date the Term would have ended but for the earlier termination. If Circle K-branded motor fuel was never offered for sale at the Premises and therefore there is no history of Licensing Fee payments, the liquidated damages will be calculated based on an average monthly payment figure of $500. The provisions of this paragraph 9(f) shall not affect any other rights and remedies TMC may have under this Agreement and under applicable law, including, but not limited to, the Petroleum Marketing Practices Act, 15 U.S.C. Section 2801 et seq. and the Uniform Commercial Code.

10. Confidentiality.

(a) Licensee acknowledges that TMC may be disclosing and transmitting to it certain confidential and proprietary information of TMC, including without limitation guidelines, manuals, methods, policies, procedures, programs, software, firmware, specifications, standards, strategies, and other related information ("Confidential Information") in connection with Licensee's performance of this Agreement. Except where otherwise required by law, Licensee shall: (i) treat and maintain Confidential Information as confidential; (ii) use Confidential Information only for the operation of the Premises under this Agreement; and (iii) restrict disclosure of Confidential Information only to Licensee and its officers, directors employees, contractors or agents who are directly connected with the performance of work and require knowledge of the Confidential Information for Licensee's performance of its obligations hereunder.

(b) Licensee may not use, or cause or permit to be used by, or disclose to, or cause or permit to be disclosed to, third parties any Confidential Information for purposes other than operating the Premises under this Agreement.

(c) Licensee acknowledges that any failure to comply with the requirements of this paragraph 10 will cause TMC irreparable injury. The provisions of paragraph 10 will survive the termination or expiration of this Agreement and apply to all Confidential Information disclosed or transmitted to Licensee during the Term or any Renewal Term of this Agreement, whether prior to, during or after the expiration, termination, or nonrenewal of this Agreement.

11. Miscellaneous.

(a) Notices. All notices required or permitted to be given under this Agreement to TMC will be in writing and will be made by overnight courier service, personal service upon an officer, or sent by prepaid registered or certified United States mail to any such officer of TMC, and will be deemed to have been duly given 24 hours after being sent by overnight courier service or five (5) days after being deposited in the United States mail for certified or registered delivery, addressed to TMC at 1130 West Warner Road, Tempe, Arizona 85284, Attention: Worldwide Franchising Group. All notices required or permitted to be given under this Agreement to Licensee will be made by personal service upon Licensee or, if applicable, an officer or director of Licensee or sent by overnight courier service, personal service or prepaid registered or certified United States mail addressed to Licensee at the Premises, or such other address as Licensee may designate in writing. Notice delivered by a delivery service that requires a written receipt signed by the addressee will be deemed to have been personally served under this Agreement. TMC may provide notice or other information to Licensee by electronic or telephonic means including by facsimile or through the Internet or other online means.

(b) Compliance with Laws. Licensee shall comply with all laws, statutes, regulations, ordinances, and rules of all applicable governmental authorities with respect to the operation of its business at the Premises. Both parties expressly agree that it is the intention of neither party to violate statutory or common law and that if any section, sentence, paragraph, clause or combination of same is in violation of any law, such sentences, paragraphs, clauses or combination of same shall be inoperative and the remainder of this Agreement shall remain binding upon the parties hereto.

(c) Amendment/Modification. This Agreement cancels and supersedes all

prior written and unwritten agreements, attachments, schedules, appendices, amendments, promises, and understandings between the parties pertaining to the matters covered under this Agreement and is a final, complete and exclusive statement of the agreement between the parties hereto. THERE ARE NO ORAL UNDERSTANDINGS, REPRESENTATIONS OR WARRANTIES AFFECTING IT. No amendment, deletion, modification, or alteration to this Agreement shall have any effect unless and until made in writing and signed by an authorized representative of TMC.

(d) No Third-Party Beneficiary. Nothing contained in this Agreement shall be deemed, interpreted, or construed to create, or express any intent to create, third party beneficiary rights in favor of any person or entity, except for any indemnified party (or other person entitled to be indemnified pursuant to this Agreement), and TMC and Licensee specifically state and agree that no such intent exists.

(e) Control. Licensee is an independent businessman with the exclusive right to direct and control the business operation at the Premises, including the establishment of the prices at which products and merchandise are sold. TMC reserves no control over the business at the Premises. Licensee has no authority to employ anyone as an employee or agent of TMC for any purpose.

(f) Liability. TMC shall not be liable to Licensee or to any other person for any damage to or loss of property, or for injury to or death of persons, or for the violation by Licensee or any other person, of any governmental statute, law, regulation, rule, or ordinance, arising from the operation or activities of Licensee or any other person pursuant to this Agreement.

(g) Waiver. No waiver by TMC of any breach of any of the covenants or conditions herein contained to be performed by the Licensee shall be construed as a waiver of any succeeding breach of the same or any other covenant or condition.

(h) Damages. NO CLAIM SHALL BE MADE UNDER THIS AGREEMENT FOR SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, EXCEPT AS PROVIDED OTHERWISE BY LAW.

(i) Survivorship. To the extent, but only to the extent, that any provision of state law requires TMC to permit the succession of the rights and obligations hereunder to a designated family member of Licensee upon Licensee's death, such provision is incorporated herein by reference. In the absence of such provision, this Agreement shall terminate upon the death of the Licensee, if the Licensee is a natural person, or upon the death of the person who is the sole owner of the Licensee, if Licensee is a business entity.

(j) Joint and Several Obligations. All acknowledgments, representations, warranties, debts, and obligations of performance of Licensee under this Agreement are made, and binding on, all those signing this Agreement jointly and severally as the Licensee.

12. Dispute Resolution.

(a) Mediation. Except as expressly provided herein, the parties will attempt to settle disputes arising out of or relating to this Agreement or the parties' relationship by a meeting

of a designated representative of Licensee and TMC within ten (10) days after a request by either of the parties to the other party asking for the same.

If such dispute cannot be settled at this meeting, either party may initiate mediation of the dispute. The parties will designate a mediator, or if the parties are unable to agree upon a mediator, each party will choose a mediator and the two mediators will choose a third person to mediate the dispute. If rules for this mediation are not mutually agreed upon by the parties, the Center for Public Resources Model Procedure for Mediation of Business Disputes will govern, and such mediation will take place within forty-five (45) days after a mediator is selected in Maricopa County, Arizona (or the county in which Franchisor's headquarters are located at the time mediation is demanded). Each party will bear their own costs of mediation and share equally the mediator's fees.

(b) Arbitration. If not resolved by mediation and except as qualified below, any dispute between TMC and Licensee or their respective affiliates arising under, out of, in connection with or in relation to this Agreement or the parties' relationship must be submitted to binding arbitration under the authority of the Federal Arbitration Act and in accordance with the Center for Public Resources Rules Non-Administered Arbitration of Business Disputes then in effect. Any arbitration must be on an individual basis and the parties and the arbitrator will have no authority or power to proceed with any claim as a class action or otherwise to join or consolidate any claim with any other claim or any other proceeding involving third parties. In the event a court determines that this limitation on joinder of or class action certification of claims is unenforceable, then this entire commitment to arbitrate will become null and void and the parties must submit all claims to the jurisdiction of the courts. The arbitration must take place in Maricopa County, Arizona (or the county in which TMC's headquarters are located at the time arbitration is demanded). The arbitrator must follow the law and not disregard the terms of this Agreement. The arbitrator must have at least 5 years of significant experience in franchise law. A judgment may be entered upon the arbitration award by any state or federal court in the state where Franchisor maintains its headquarters or the state where the Premises are located. The decision of the arbitrator will be final and binding on all parties to the dispute; however, the arbitrator may not under any circumstances: (1) stay the effectiveness of any pending termination of this Agreement; or (2) make any award which extends, modifies or suspends any lawful term of this Agreement or any reasonable standard of business performance that TMC sets. All applicable statutes of limitations will be tolled while the procedures specified in this Section 12(b) are pending. The parties will take such action, if any, required to effectuate such tolling.

(c) Exception to Arbitration. Notwithstanding Section 12(b), the parties agree that the following claims will not be subject to arbitration:

1. any action for declaratory or equitable relief, including, without limitation, seeking preliminary or permanent injunctive relief, specific performance, other relief in the nature of equity to enjoin any harm or threat of harm to such party's tangible or intangible property, brought at any time, including, without limitation, prior to or during the pendency of any arbitration proceedings initiated hereunder.

2. any action in ejectment or for possession of any interest in real or personal property.

(d) Choice of Venue. Unless otherwise prescribed by applicable law, and subject to the provisions of Sections 12(a) and 12(b) regarding mediation and arbitration, all litigation, lawsuits, court hearings, proceedings or other actions initiated by either party against the other party will be venued in Maricopa County, Arizona. Consequently, Licensee, each of its officers, Directors, members or shareholders do hereby agree to submit to personal jurisdiction in Maricopa County, Arizona, for the purpose of any action or dispute arising out of this Agreement, the Premises or the Motor Fuel Business, and do hereby agree and stipulate that any such proceedings will be exclusively venued in Maricopa County, Arizona.

(e) Choice of Law. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §1051 et seq.), and the Federal Arbitration Act (9 U.S.C. § 1, et seq.) this Agreement and the relationship between Licensee and TMC will be governed by the laws of the State of Arizona.

(f) Attorneys' Fees. It is hereby agreed to and understood by the parties to this Agreement that TMC will be entitled to recover from Licensee all reasonable attorneys' fees and other legal costs incurred by TMC to secure or protect its rights under this Agreement or to enforce the terms thereof, whether at law or in equity.

TMC: TMC FRANCHISE CORPORATION	LICENSEE:
By: _____	By: _____
Justin Shelton	
Title: Asst. Secretary	Title: _____

Exhibit 1 to Circle K Branding Agreement (Single Site)

PROPRIETARY MARKS

The Mark	Description of the Mark	Registration Date	Registration Number
Circle K	Word mark	March 24, 1981	1,149, 199
	Circle K Design	August 5, 2003	2746574
	Circle K Design	May 2, 2017	5196054
	K & Design	May 2, 2017	5196055
	Circle K & Design	February 13, 2018	5399871

Exhibit 2 to Circle K Branding Agreement (Single Site)

ELECTRONIC FUNDS TRANSFER AUTHORIZATION

_____ hereinafter called "We" ("our" or "us"), located at _____ hereby authorize CIRCLE K STORES INC. hereinafter called "CIRCLE K" or "you", to initiate debit entries to our bank account number _____ at the depository named below, hereinafter called "Depository", which in turn shall debit the same to such account. These debit entries will be in the form of electronic debit.

DEPOSITORY:

INSTITUTION NAME:

_____

ABA#: _____

Branch:

_____

Street Address:

_____

City/State/Zip: _____

Phone Number:

_____

You are hereby authorized, as a convenience to us, to debit and credit our account for drafts on our account by the WELLS FARGO BANK NA as agent for CIRCLE K with CIRCLE K as payee, provided there are sufficient collected funds in such account to pay the same upon presentation. This authorization will remain in effect until revoked by us in writing, and you actually receive such notice. I agree that you shall be fully protected in honoring any such draft.

This Authorization Agreement allows CIRCLE K to debit and credit this account at frequent intervals for varying amounts. It is acknowledged and accepted that: CIRCLE K may debit our account on or after the due date defined by the terms of our franchise agreement and other agreements with TMC Franchise Corporation; **there will be a $50 charge for any draft returned unpaid by your depository.** By signing this form, we in no way relinquish any legal right to dispute any item. This authority is to remain in full force and effect until CIRCLE K and Depository have received written notification from

us of our termination in such time and in such manner as to afford CIRCLE K and Depository a reasonable opportunity to act on it.

_____ _____

CUSTOMER NAME **DATE**

_____ _____

AUTHORIZED NAME (PLEASE PRINT) **EMAIL ADDRESS FOR EFT NOTICES**

_____ _____

AUTHORIZED SIGNATURE **PHONE NUMBER**

_____ _____

TITLE **COST CENTER NUMBER**

NOTE: PLEASE ATTACH A VOIDED CHECK FOR THE REFERENCED ACCOUNT IN ORDER TO ENSURE YOUR ACCOUNT IS PROPERLY AND ACCURATELY DEBITED.

Exhibit 3 to Circle K Branding Agreement (Single Site)

CREDIT NETWORK AGREEMENT

[*Attached as Exhibit 6 to the Convenience Store Franchise Agreement*]

EXHIBIT I

Sample Termination and Release Agreements

Exhibit I-1

TERMINATION AND RELEASE AGREEMENT

(Convenience Store Franchise Agreement)

THIS TERMINATION AND RELEASE AGREEMENT ("Agreement") is made and entered into by and between TMC Franchise Corporation ("Franchisor"), and _____ ("Franchisee"). All capitalized terms not defined in this Agreement have the respective meanings set forth in the Franchise Agreement (as defined below). This Agreement is effective on the date Franchisor signs below (the "Effective Date").

RECITALS

A. Franchisor and Franchisee entered into a Franchise Agreement dated _____ (including all exhibits, attachments, and amendments thereto, the "Franchise Agreement"), whereby Franchisee was granted the right to operate a Circle K store (the "Store") at _____ (the "Authorized Location").

B-C. [INSERT OTHER BACKGROUND INFORMATION.]

D. Franchisor and Franchisee have agreed to terminate the Franchise Agreement and all rights, obligations and responsibilities thereunder, subject to the terms and conditions of this Agreement.

AGREEMENTS

In consideration of the promises expressed herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Termination of Franchise Agreement. As of _____ (the "Termination Date"), the Franchise Agreement is deemed terminated and of no further force and effect. As of the Termination Date, Franchisee has no further rights under or through the Franchise Agreement; provided, however, Franchisee acknowledges and agrees that it will comply with the post-termination obligations set forth in Section 3 below and as more fully stated in the Franchise Agreement.

2. Termination of Other Agreements. Franchisor and Franchisee acknowledge and agree that any and all other agreements that Franchisee may have with Franchisor or its affiliates relating to the operation of the Store (including, specifically, the Software Use Agreement between Franchisor and Franchisee) (collectively, the "Other Agreements") are deemed terminated as of the Termination Date and of no further force and effect. Notwithstanding the foregoing, Franchisee acknowledges that it must comply with any and all obligations in the Other Agreements which, by their nature, survive termination or expiration of the Other Agreements. To the extent that any Other Agreements require the consent of a third party prior to termination, Franchisor will obtain such consent and the third party's consent will be deemed to be granted as of the Termination Date, regardless of when the consent is actually provided.

3. Return of Operations Manual; Other Post-Termination Obligations. Beginning on the Termination Date of this Agreement, Franchisee shall immediately:

(a) Cease any and all use of the Circle K trademarks and business system;

(b) Return to Franchisor the Circle K Operating Manual and any other manuals, advertising materials, and any other proprietary information that Franchisor has provided to Franchisee for the operation of the Store;

(c) Cease any and all use of, and return to Franchisor, the "Software," as defined in the Electronic Point of Sale and Software Agreement, and shall otherwise comply with Franchisee's post-term obligations as set forth in said Agreement;

(d) Refrain from holding itself out as a present or former Circle K Franchisee; and,

(e) Otherwise comply with Franchisee's post-term obligations as set forth in Section 14.7 of the Franchise Agreement.

4. Release.

A. Franchisee and its successors and assigns, affiliates, directors, officers, and shareholders and on behalf of any other party claiming an interest through them (collectively and individually referred to as the "Franchisee Parties" for purposes of this Section 4), release and forever discharge Franchisor, its predecessors, successors, assigns, affiliates, directors, officers, shareholders, and employees (collectively and individually referred to as the "Franchisor Parties" for purposes of this Section 4), of and from any and all claims, debts, liabilities, demands, obligations, costs, expenses, actions and causes of action, whether known or unknown, vested or contingent, which Franchisee Parties may now or in the future own or hold, that in any way relate to the Franchise Agreement, Other Agreements, or any other agreement between Franchisor and Franchisee, the Authorized Location, or the relationship between Franchisor and Franchisee through the Effective Date (collectively, the "Franchisee Parties Claims"), for known or unknown damages or other losses, including but not limited to any alleged violations of any deceptive or unfair trade practices laws, franchise laws, or other local, municipal, state, federal, or other laws, statutes, rules or regulations, and any alleged violations of the Franchise Agreement, Other Agreements or any other related agreement between Franchisor and Franchisee through the Effective Date.

B. The release of Franchisee Parties Claims as set forth in Section 4.A is intended by the Franchisee Parties to be a full and unconditional general release, as that phrase is used and commonly interpreted, extending to all claims of any nature, whether or not known, expected or anticipated to exist in favor of one of the Franchisee Parties against any other Franchisor Party regardless of whether any unknown, unsuspected or unanticipated claim would materially affect settlement and compromise of any matter mentioned herein. In making this voluntary express waiver, the Franchisee Parties acknowledge that claims or facts in addition to or different from those which are now known to exist with respect to the matters mentioned herein may later be discovered and that it is the Franchisee Parties' intention to hereby fully and forever settle and release any and all matters, regardless of the possibility of later discovered claims or facts. The Franchisee Parties acknowledge that they have had adequate opportunity to gather all information necessary to enter into this Agreement and to grant the releases contained herein, and need no further information or knowledge of any kind that would otherwise influence the decision to enter into this Agreement. This release is and shall be and remain a full, complete and unconditional general release. The Franchisee Parties further acknowledge and agree that no violation of this Agreement shall void the release set forth in Section 4.

5. Indemnification. Franchisee agrees to indemnify, defend and hold Franchisor Parties harmless from and against any liability, damage, injury, or loss (including attorneys' fees and all costs) that Franchisor Parties may incur, arising out of or relating to (a) the Franchise Agreement, (b) the operation of the Circle K Store at the Authorized Location at any time prior to and through the Effective Date, or (c) Franchisee's breach of this Agreement.

6. Amounts Owed to Third Parties. Franchisee represents and warrants that all third-party suppliers and vendors of Franchisee's Circle K Store have been paid in full as of the Effective Date of this Agreement.

7. Confidentiality. Each of the parties hereto covenants and agrees to keep confidential any and all terms and provisions of this Agreement, other than as they may be required under law to disclose.

8. Acknowledgment. Franchisee acknowledges and agrees that the representations and agreements set forth in Section 4 are a material inducement to Franchisor to enter into this Agreement, such that Franchisor would not have entered into this Agreement in the absence of such agreements.

9. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Franchisee and Franchisor and their respective successors and assigns.

10. Governing Law. This Agreement shall be governed by the laws of Arizona. This Agreement is the entire agreement of the parties relative to this subject and will not be waived, altered or rescinded in whole or in part, except by an express writing by the parties. The provisions of this Agreement are severable and the invalidity or unenforceability of any of them will not affect the remainder of this Agreement.

11. Representation by Counsel. Franchisee and Franchisor have had the opportunity to consult with legal counsel of their respective choice with respect to this Agreement, including the full and final release of claims set forth herein.

12. Remedies and Attorneys' Fee. All rights and remedies of Franchisor and of Franchisee under this Agreement shall be cumulative and none shall exclude any other right or remedy allowed at law or in equity. Nothing herein shall bar Franchisor's right to obtain injunctive relief against threatened conduct that will cause a loss or damage, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions. The nonprevailing party or parties shall pay the prevailing party's fees in any proceeding to enforce the terms and conditions of this Agreement.

13. Counterparts and Facsimile Copies. This Agreement may be signed in separate counterparts, and by facsimile copies, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement effective as of the Effective Date.

FRANCHISOR: TMC FRANCHISE CORPORATION	FRANCHISEE:
By: _____	By: _____
Its: _____	Its: _____
Date: _____	Effective Date: _____

Exhibit I-2

MUTUAL TERMINATION AGREEMENT AND RELEASE

(Motor Fuel Agreement)

This Mutual Franchise Termination Agreement and Release (PMPA) (the "Agreement"), made this ____ day of _____, 2___, between _____, with a business address of _____ (hereinafter the "Franchisor"), and _____, with an address of _____ (hereinafter the "Franchisee").

WITNESSETH:

WHEREAS, the Franchisor and Franchisee have mutual obligations under a motor fuel supply contract ("Contract"), dated _____, and **[IF APPLICABLE, REFER ALSO TO STATION LEASE]** for the premises located at _____, dated _____ (the "Lease"); and

WHEREAS, the Contract and **[IF APPLICABLE, REFER ALSO TO STATION LEASE]** constitute(s) a franchise, subject to the Petroleum Marketing Practices Act, 15 U.S.C. Section 2801 *et seq*. ("PMPA") and to such state law as may govern the franchise between Franchisor and Franchisee; and

WHEREAS, the parties hereto desire to end their mutual obligations under the franchise referred to above.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Franchisor and Franchisee hereby acknowledge, the parties agree as follows:

TERMS

1. Franchisor and Franchisee hereby agree to end their mutual obligations under the franchise regarding the premises located at _____, effective _____, 2_____ (the "Effective Date").

2. Franchisor and Franchisee hereby release and forever discharge one another, as of the above Effective Date, from all claims and demands which each party has against the other (whether or not known to either party) and whether accrued or not accrued, under (a) the Contract and **[IF APPLICABLE, REFER ALSO STATION LEASE]**, including without limitation, claims asserted under the Petroleum Marketing Practices Act, 15 U.S.C. Section 2801 *et seq*., or under such state law as may govern the franchise between Franchisor and Franchisee, and (b) all applicable federal, state, local or municipal environmental laws, statutes, regulations and ordinances, excepting, however, claims of Franchisor against Franchisee for indebtedness or either party's breach of this Agreement.

3. Franchisee hereby acknowledges receipt of a copy of this Agreement and of a copy of the summary statement described in Section 104(d) [15 U.S.C. Section 2804(d)] of the PMPA enclosed herewith.

FRANCHISOR: TMC FRANCHISE CORPORATION	FRANCHISEE:
By: _____	By: _____
Its: _____	Its: _____
Date: _____	Effective Date: _____

EXHIBIT J

CIRCLE K® Personal Guaranty

All agreements between _____ ("Debtor"), and/or Debtor's Affiliates, and TMC Franchise Corporation (including its Affiliates, "Franchisor") are collectively referred to in this Personal Guaranty as "Agreement" or "Agreements." "Affiliates" shall mean, with respect to a party hereto, any person or entity that directly or indirectly owns or controls the referenced party, that is directly or indirectly owned or controlled by the referenced party, or that is under common control with the referenced party, where the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through ownership of voting securities, by contract or otherwise.

In consideration of the execution of the Agreements by Franchisor, and for other good and valuable consideration, the undersigned, for themselves, their heirs, successors, and assigns, do jointly, individually and severally hereby become surety and guarantor, absolutely and unconditionally, for the prompt payment of all amounts and performance of all covenants, terms and conditions in the Agreements, to be paid, kept and performed by Debtor and/or its Affiliates (collectively, "Franchisee"), including without limitation the arbitration and other dispute resolution provisions of the Agreements.

Further, the undersigned, individually and jointly, hereby agree to be personally bound by each and every condition and term contained in the Agreements and agree that this Personal Guaranty will be construed as though the undersigned and each of them executed the Agreements containing the identical terms and conditions of the Agreements.

The undersigned each waives: (1) notice of demand and presentment for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; (2) protest and notice of default to any party respecting the indebtedness or nonperformance of any obligations hereby guaranteed; and (3) any right he/she may have to require that an action be brought against the Franchisee, or any other person as a condition of liability.

In addition, the undersigned consents and agrees that: (i) the undersigned's liability will not be contingent or conditioned upon Franchisor's pursuit of any remedies against Franchisee, or any other person; and (ii) such liability will not be diminished, relieved or otherwise affected by Franchisee's insolvency, bankruptcy or reorganization, the invalidity, illegality or unenforceability of all or any part of the Agreements, or any amendment or extension to the Agreements with or without notice to the undersigned.

The undersigned irrevocably waives, disclaims and relinquishes any and all claims against Debtor which the undersigned otherwise has or would have by virtue of having executed this Guaranty, specifically including, but not limited to, all rights of indemnity, contribution or exoneration. The undersigned expressly subordinates any and all claim(s) against Debtor upon any account whatsoever to any claim(s) that Franchisor may have against Debtor at any time and for any reason. The undersigned agrees to pay any and all attorneys' fees, costs of suit and expenses incurred by Franchisor in connection with this Guaranty or in the collection of any of indebtedness from Debtor

or the undersigned. THE UNDERSIGNED WAIVES THE RIGHT TO A JURY TRIAL IN ANY LAWSUIT RELATED TO THIS GUARANTY.

It is further understood and agreed by the undersigned that the provisions, covenants and conditions of this Guaranty will inure to the benefit of Franchisor's successors and assigns.

The undersigned authorizes Franchisor to obtain a credit report on the undersigned.

Any married person who signs this Guaranty hereby expressly agrees that recourse may be made against both his or her separate property and community property interest for all obligations under this Guaranty.

FRANCHISEE/LICENSEE: _____

DATE: _____

PERSONAL GUARANTORS:

_____	_____
Individually	Individually
_____	_____
Print Name	Print Name
_____	_____
Address	Address
_____	_____
City State Zip Code	City State Zip Code
_____	_____
Telephone	Telephone
_____	_____
Individually	Individually
_____	_____
Print Name	Print Name
_____	_____
Address	Address
_____	_____
City State Zip Code	City State Zip Code
_____	_____
Telephone	Telephone

EXHIBIT K

Renewal Addendum

RENEWAL ADDENDUM TO FRANCHISE AGREEMENT

This Renewal Addendum to Franchise Agreement (the "**Renewal Addendum**") is by and between TMC Franchise Corporation ("**Franchisor**"), and ("**Franchisee**") and is entered into and made effective as of the date Franchisor signs below (the "**Effective Date**"). All capitalized terms not defined in this Renewal Addendum have the meanings ascribed to them in the Renewal Franchise Agreement (as defined below). To the extent that the terms of this Renewal Addendum are inconsistent with any of the terms of the Franchise Agreement, the terms of this Renewal Addendum will supersede and govern.

A. Franchisor and Franchisee have entered into a franchise agreement dated effective _____ (the "**Original Franchise Agreement**") pursuant to which Franchisor granted Franchisee a right and obligation to establish and operate a Circle K convenience store (the "**Store**"), using the Marks and the Business System, at this location: _____ _____ (the "**Franchised Location**").

B. Simultaneously herewith, the parties are entering into a renewal Franchise Agreement (the "**Renewal Franchise Agreement**") for the continued operation of the Store at the Franchised Location upon expiration of the term of the Original Franchise Agreement.

C. The parties wish to confirm the term of the Renewal Franchise Agreement and to modify the Renewal Franchise Agreement with respect to the payment of the initial franchise fee and other matters, as more particularly set forth below.

NOW, THEREFORE, the parties hereby agree and acknowledge as follows:

1. Term. The term of the Original Franchise Agreement will expire on _____. The term of the Renewal Franchise Agreement will expire on _____, and Section 3.1 of the Renewal Franchise Agreement is hereby amended accordingly.

2. No Further Renewal. Sections 3.2 (Conditions to Renew), 3.3 (Renewal Obligations) and 3.4 (Early Renewal) of the Renewal Franchise Agreement are hereby deleted in their entirety and the following is inserted in lieu thereof: "Intentionally Omitted". Franchisee acknowledges that it has no further renewal rights.

3. Fees. Section 5.1 (Initial Franchise Fee) of the Renewal Franchise Agreement is amended to provide that no initial franchise fee shall be due upon execution of the Renewal Franchise Agreement.

4. Other Amendments. Section 6.2 (Grand Opening) of the Renewal Franchise Agreement is hereby deleted in its entirety and the following is inserted in lieu thereof: "Intentionally Omitted."

5. Upgrades and Renovations. Franchisee acknowledges and agrees that Franchisor conditioned the franchise renewal under the Renewal Franchise Agreement upon Franchisee completing certain upgrades and renovations of the Franchised Location to conform it to the

current standards and image required of new franchisees (including, without limitation, upgrading of signs, equipment, furnishings, fixtures, and décor). Franchisee agrees to complete such upgrades and renovations within nine months of the Original Expiration Date.

6. Entire Agreement. This Renewal Addendum shall be attached to and incorporated into the Renewal Franchise Agreement. Except as expressly provided in this Renewal Addendum, the Renewal Franchise Agreement and the respective rights and obligations of Franchisee and Franchisor thereunder shall remain unchanged and be enforceable according to the terms of the Renewal Franchise Agreement. Notwithstanding anything to the contrary in the Renewal Franchise Agreement, in the event of a conflict between the provisions of the Renewal Franchise Agreement and the provisions of this Renewal Addendum, the provisions of this Renewal Addendum shall control.

7. Release. Franchisee, for itself and each of its past and present heirs, executors, administrators, representatives, affiliates, directors, officers, owners, successors and assigns and on behalf of any other party claiming an interest through Franchisee, in their corporate and individual capacities (collectively "**Releasor**"), hereby releases and forever discharges Franchisor and each of its predecessors, successors, affiliates, subsidiaries, assigns, officers, directors, shareholders, agents and employees, and their respective heirs, executors, administrators, representatives, successors and assigns, in their corporate and individual capacities (collectively "**Releasees**"), from, in respect of and in relation to any and all claims, actions, causes of action, suits, debts, obligations, liabilities, sums of money, costs and expenses, acts, omissions or refusals to act, damages, judgments and demands, of any kind whatsoever, joint or several, known or unknown, vested or contingent, which the Releasor ever had, now has or which Releasor hereinafter can, will or may have, against Releasees related to, arising from, for, upon or by reason of any matter, cause or thing whatsoever related to the Original Franchise Agreement and the Store, the business operated thereunder or any other agreement between Releasor and Releasees, or the relationship between Releasor and Releasees, through the Effective Date (collectively, the "**Claims**"), for known or unknown damages or other losses, including but not limited to any alleged violations of any deceptive or unfair trade practices laws, franchise laws, or other local, municipal, state, federal, or other laws, statutes, rules or regulations, and any alleged violations of the Original Franchise Agreement or any other related agreement between Releasor and Releasees or the relationship between Releasor and Releasees through and including the Effective Date. For avoidance of doubt, the Releasor does not release Releasees from any obligations arising by virtue of the Renewal Franchise Agreement and any claims arising from the Releasees' failure to comply with those obligations or the Franchise Disclosure Document furnished to Franchisee as part of entering into the Renewal Franchise Agreement and the franchise laws that apply to the specific offer, sale and signing of the Renewal Franchise Agreement.

The release of the Claims as set forth above is intended by the Releasor to be full and unconditional general releases, as that phrase is used and commonly interpreted, extending to all claims of any nature, whether or not known, expected or anticipated to exist in favor of the Releasees regardless of whether any unknown, unsuspected or unanticipated claim would materially affect settlement and compromise of any matter mentioned herein. In making this voluntary express waiver, the Releasor acknowledges that claims or facts in addition to or different from those which are now known to exist with respect to the matters mentioned herein may later be discovered and that it is

the Releasor's intention to hereby fully and forever settle and release any and all matters, regardless of the possibility of later discovered claims or facts. The Releasor acknowledges that Releasor has had adequate opportunity to gather all information necessary to enter into this Renewal Addendum and to grant the releases contained herein, and needs no further information or knowledge of any kind that would otherwise influence the decision to enter into this Renewal Addendum. The Releasor, for itself and its heirs, successors and assigns, hereby expressly, voluntarily, and knowingly waives, relinquishes and abandons each and every right, protection, and benefit to which they would be entitled, now or at any time hereafter under Section 1542 of the Civil Code of the State of California, as well as under any other statutes or common law principles of similar effect to said Section 1542, whether now or hereafter existing under the laws of California or any other applicable federal or state law with jurisdiction over the parties' relationship. The Releasor acknowledges that Section 1542 of the Civil Code of the State of California provides as follows:

> "A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor or released party."

This release is and shall be and remain a full, complete and unconditional general release. The Releasor acknowledges and agrees that this release is an essential, integral and material term of this Renewal Addendum. The Releasor further acknowledges and agrees that no violation of this Renewal Addendum shall void the release set forth herein.

IN WITNESS WHEREOF, the parties have executed this Renewal Addendum as of the Effective Date set forth below .

Franchisor:

TMC Franchise Corporation

By: _____
Print Name: _____
Its: _____
Effective Date:

Franchisee:

_____

By: _____
Print Name: _____
Its: _____

EXHIBIT L

List of Regional Service Providers

EXHIBIT L

ITEM 2 AND 3 INFORMATION FOR TMC FRANCHISE CORPORATION REGIONAL SERVICE PROVIDERS AND THEIR OFFICERS, DIRECTORS AND MANAGEMENT PERSONNEL

HOW TO READ THIS CHART:

Column D: ***Pending Actions disclosure is responsive to the following question: Does the person in Column A currently have any administrative, civil or criminal action pending against him or her alleging a violation of franchise or securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property or any comparable allegations? This disclosure includes any actions other than ordinary routine litigation that are incidental to the business which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.***

Columns E: ***Prior Actions disclosure is responsive to the following questions: During the 10-year period immediately before the Effective Date of the Disclosure Document, has the person shown in Column A:***

(1) been convicted of a felony or pleaded nolo contendere to a felony charge or been held liable in a civil action by final judgment if the felony or civil action involved a violation of franchise or securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property or comparable violations of law?

(2) entered into or been named in a consent judgment, decree, order or assurance under federal or state franchise, securities, anti-trust, monopoly, trade practice, or trade regulation law?

(3) been subject to any order or national securities association or national securities exchange as defined in the Securities and Exchange Act of 1934 suspending or expelling the person from membership in such association or exchange?

Column F: ***Bankruptcy disclosure is responsive to the following questions: During the 10-year period immediately before the Effective Date of the Disclosure Document, has the person shown in Column A:***

(1) filed as debtor (or had filed against them) a petition under the United States Bankruptcy Code (the "Bankruptcy Code")?

(2) obtained a discharge of its debts under the Bankruptcy Code?

(3) been a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against them) a petition under the Bankruptcy Code, or that obtained

a discharge of their debts under the Bankruptcy Code while, or within one year after, the officer or general partner held the position in the company?

A Name and Address	B Present Employer	C Employment history (5 years)	D Pending Actions	E Prior Actions			F Bankruptcy		
				(1)	(2)	(3)	(1)	(2)	(3)
Bill McKnight 1201 Oakfield Dr. Brandon, FL 33511	Automated Petroleum and Energy Company, Inc.—President	Automated Petroleum and Energy Company, Inc.—President (07/1981 – present)	Yes[1]	No	No	No	No	No	No
Phil Toye 1201 Oakfield Dr. Brandon, FL 33511	Automated Petroleum and Energy Company, Inc.—Development Manager	Automated Petroleum and Energy Company, Inc.—Development Manager (10/2009 –	No	No	No	No	No	No	No
Doug Devin	Devin Oil Company, Inc.	Devin Oil Company, Inc.—Vice President (9-1-2000)	No	No	No	No	No	No	No
Amin Chitalwala 1961 Rosecliff Dr. Atlanta, GA 30329	Gas Express LLC - Chief Executive Officer	Gas Express LLC – Chief Executive Officer (10/2001 – present)	No	No	No	No	No	No	No
Shams Nanji 150 Northern Oaks Dr. Fayetteville, GA 30214	Gas Express LLC - Chief Financial Officer	Gas Express LLC - Chief Financial Officer (10/2001 – present)	No	No	No	No	No	No	No

A Name and Address	B Present Employer	C Employment history (5 years)	D Pending Actions	E Prior Actions			F Bankruptcy		
				(1)	(2)	(3)	(1)	(2)	(3)
Sami N. Ebrahim 11551 Forest Central Dr. #230 Dallas, TX 75243	North Texas Convenience Stores Development LLC – Manager	North Texas Convenience Stores Development LLC – Manager (10/2015 – present) DFW Oil, Inc. – President (6/1994 – present)	No	No	No	No	No	No	No

Notes:

[1]KIZILTEPE, TAYYAR v. AUTOMATED PETROLEUM & ENERGY COMPANY INC., Hillsborough County Circuit Court, Case No. 12-CA-013625. Filed August 30, 2012. Plaintiffs, Tayyar Kiziltepe and Zafer Kiziltepe (the "Plaintiffs"), former tenants and commission dealers, sued Automated Petroleum & Energy Company, Inc. ("APEC"), an area representative and multi-unit franchisee of TMC Franchise Corporation ("TMC"). TMC is not a party to the lawsuit, and the claims do not implicate TMC. Plaintiffs brought claims against APEC for specific performance, breach of contract, violation of Florida's Deceptive and Unfair Trade Practices Act, and unjust enrichment. The claims stem from APEC's alleged failure to return a security deposit, to terminate a lease and supply contract, and purchase store inventory per an agreement. Plaintiffs seek approximately $65,000.00 in compensatory damages plus attorneys' fees and their costs in bringing the litigation. On September 19, 2012, APEC filed a counter-claim alleging Plaintiffs breached the lease and supply contract and seeking damages of at least $20,419.50. From 2012 to 2014, the parties engaged in discovery and motion practice. On March 10, 2015, APEC filed a motion for summary judgment seeking dismissal of all of Plaintiffs' claims and an affirmative adjudication of its counterclaim(s). On June 3, 2015, the judge granted in part and denied in part APEC's motion for summary judgment, dismissing claims for specific performance and unjust enrichment but gave Plaintiffs' leave to clarify their unjust enrichment claim and awarding APEC $10,246.47 in damages incurred prior to May 31, 2012 on its counterclaims while allowing the balance of Plaintiff's claims and APEC's counter-claim for damages incurred after May 31, 2012 to proceed to trial. The Plaintiffs amended their complaint on June 16, 2015, to clarify their claim for unjust enrichment. The parties settled the action in September 2017, with APEC paying to the plaintiffs $33,000 ($30,000 of which was in the form of a refund of a security deposit), and a Joint Stipulation for Dismissal of Action was filed on September 29, 2017.

EXHIBIT M

State Addenda

RIDER TO THE STATE ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT AND THE FRANCHISE AGREEMENT FOR THE FOLLOWING STATES ONLY: CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, WISCONSIN

This Rider to the State Addendum to the Franchise Disclosure Document and Franchise Agreement is entered into by and between TMC Franchise Corporation, an Arizona corporation with an address of 1130 West Warner Road, Tempe, Arizona 85284 ("Franchisor") and _____, with an address of _____("Franchisee").

A. This Rider is being signed because (i) the franchised business that Franchisee will operate under the Agreement will be located in one of the states listed in the heading of this Rider (the "Applicable Franchise Registration State"); and/or (ii) any of the franchise offering or sales activity with respect to the Agreement occurred in the Applicable Franchise Registration State.

B. Franchisor and Franchisee have contemporaneously herewith entered into a Franchise Agreement (the "Agreement") and wish to amend the Agreement as provided herein.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agreement is hereby amended as follows:

1. The following language is hereby added to the end of the Agreement:

"No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise."

2. Except as provided in this Rider, the Agreement remains in full force and effect in accordance with its terms. This Rider shall be effective only to the extent that the jurisdictional requirements of the franchise law of the Applicable Franchise Registration State are met independently without reference to this Rider.

Signed on this _____ day of _____, 20__.

Franchisee: _____	Franchisor: TMC Franchise Corporation
By: _____	By: _____
Name:	Name:
Title:	Title:
Date:	Date:

ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF CALIFORNIA

The following information applies to franchises and franchisees subject to the California Franchise Investment Act. Item numbers correspond to those in the main body:

1. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE FRANCHISE DISCLOSURE DOCUMENT. SECTION 31125 OF THE FRANCHISE INVESTMENT LAW REQUIRES US TO GIVE TO YOU A DISCLOSURE DOCUMENT APPROVED BY THE DEPARTMENT OF BUSINESS OVERSIGHT BEFORE WE ASK YOU TO CONSIDER A MATERIAL MODIFICATION OF YOUR FRANCHISE AGREEMENT.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT www.dbo.ca.gov.

2. Item 3.

Item 3 is amended to provide that neither TMC nor any other person identified in Item 2 is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

3. Items 6 and 17.

The Franchise Agreement may contain a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

4. Item 17.

California Business & Professions Code Sections 20000 through 20043 provide rights to you concerning termination or nonrenewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

5. Item 17.

Termination of the Franchise Agreement by TMC because of Franchisee's insolvency or bankruptcy may not be enforceable under applicable federal law (11 U.S.C.A. 101 et seq.).

6. Item 17.

The Franchise Agreement requires you to sign a general release if you transfer your franchise. This provision may be unenforceable under California law. California Corporations

Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).

7. Item 17.

The Franchise Agreement requires binding arbitration to be conducted at Maricopa County, Arizona. You are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

8. Item 19.

The financial performance representation figures do not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your Store. Franchisees or former franchisees, listed in the franchise disclosure document, may be one source of this information.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with this franchise.

ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF ILLINOIS

Illinois law governs the Agreements.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Section 19 of the Illinois Franchise Disclosure Act sets forth the conditions and notice requirements for termination of a franchise agreement.

Section 20 of the Illinois Franchise Disclosure Act sets forth the conditions of non-renewal of a franchise agreement, along with the compensation requirements.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor, franchise seller or other person acting on behalf of a Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ADDENDUM TO
FRANCHISE AGREEMENT FOR THE
STATE OF ILLINOIS

Illinois law governs the Agreements.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Section 19 of the Illinois Franchise Disclosure Act sets forth the conditions and notice requirements for termination of a franchise agreement.

Section 20 of the Illinois Franchise Disclosure Act sets forth the conditions of non-renewal of a franchise agreement, along with the compensation requirements.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor, franchise seller or other person acting on behalf of a Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Franchisee: _____	Franchisor: TMC Franchise Corporation
By: _____ Name: Title: Date:	By: _____ Name: Title: Date:

ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF MARYLAND

The following information applies to franchises and franchisees subject to Maryland statutes and regulations. Item numbers correspond to those in the main body:

1. Item 5.

Based upon our financial condition, the Maryland Securities Commissioner has imposed a fee deferral requirement. Therefore, you will not be required to pay the initial fees due to us and/or our affiliates, including the Initial Franchise Fee and any other fees or costs, until we have completed all our pre-opening obligations to you and you begin operating your franchise business.

2. Pursuant to COMAR 02.02.08.16L, the general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

4. A Maryland franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

5. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ADDENDUM TO
FRANCHISE AGREEMENT FOR THE
STATE OF MARYLAND

This Addendum shall pertain to franchises sold in the state of Maryland and shall be for the purpose of complying with Maryland statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement shall be amended as follows:

1. The following sentence is added at the end of Article 5.1 of this Agreement:

Based upon our financial condition, the Maryland Securities Commissioner has imposed a fee deferral requirement. Therefore, you will not be required to pay the initial fees due to us and/or our affiliates, including the Initial Franchise Fee and any other fees or costs, until we have completed all our pre-opening obligations to you and you begin operating your franchise business.

2. Pursuant to COMAR 02.02.08.16L, the general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

4. A Maryland franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

5. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

6. In all other respects, the Franchise Agreement will be construed and enforced according to its terms.

Franchisee: _____

By: _____
Name:
Title:
Date:

Franchisor: TMC Franchise Corporation

By: _____
Name:
Title:
Date:

ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF MINNESOTA

The following information applies to franchises and franchisees subject to Minnesota statutes and regulations:

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

1. Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

2. With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non- renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

3. The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

4. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statues, Section 80C.12, Subd. 1(g).

5. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

6. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

7. The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

8. NSF checks are governed by Minnesota Statute 604.113, which puts a cap of $30 on service charges.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with this franchise.

ADDENDUM TO
FRANCHISE AGREEMENT FOR THE
STATE OF MINNESOTA

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

This Addendum shall pertain to franchises sold in the state of Minnesota and shall be for the purpose of complying with Minnesota statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement shall be amended as follows:

1. The following provision is added at the end of Section 3.2 (F) (regarding Conditions to Renew) and Section 15.2 (Transfer by Franchisee) of the Agreement:

"Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release."

2. The following sentence is added at the end of Section 3.2 (Conditions to Renew), Section 15.2 (Transfer by Franchisee) and Article 14 of the Agreement:

"With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld."

3. The following is added at the end of Article 18 (Dispute Resolution) of the Agreement:

"Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

This section must comply with Minnesota Statutes, Section 80C.17, Subd. 5."

4. The following is added at the end of Article 4 (Marks…) of the Agreement:

"The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statues, Section 80C.12, Subd. 1(g)."

5. The following is added at the end of Article 5.5 (Method of Payment; Insufficient Funds Fee): NSF checks are governed by Minnesota Statute 604.113, which puts a cap of $30 on service charges.

6. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with this franchise.

6. In all other respects, the Franchise Agreement will be construed and enforced according to its terms.

Franchisee: _____	Franchisor: TMC Franchise Corporation
By: _____ Name: Title: Date:	By: _____ Name: Title: Date:

ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF NEW YORK

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR RESOURCES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, the following applies to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal, or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions other than routine litigation incidental to the business that is significant in the context of the number of franchisees and the size, nature, or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten years immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation, or trade practice law resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from

membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "Requirements for a franchisee to renew or extend," and Item 17(m), entitled "Conditions for franchisor approval of transfer":

> However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; this proviso intends that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled "Termination by a franchisee": "You may terminate the agreement on any grounds available by law."

5. The following is added to the end of the "Summary" sections of Item 17(v), titled "Choice of forum," and Item 17(w), titled "Choice of law":

> The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or the franchisee by Article 33 of the General Business Law of the State of New York.

6. Franchise Questionnaires and Acknowledgements--No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

7. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earliest of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF RHODE ISLAND

The following information applies to franchises and franchisees subject to Rhode Island statutes and regulations. Item numbers correspond to those in the main body.

1. Item 17.

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "[a] provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

ADDENDUM TO
FRANCHISE AGREEMENT FOR THE
STATE OF RHODE ISLAND

This Addendum will apply to franchises sold in the state of Rhode Island and will be for the purpose of complying with Rhode Island statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement will be amended to include the following:

1. Article 20.5 is hereby deleted in its entirety and the following is substituted in its place:

20.5 Governing Law. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. § 1051 et seq.), and the Federal Arbitration Act (9 U.S.C. § 1, et seq.), or matters arising under the Rhode Island Franchise Investment Act which shall be governed thereby, this Agreement and the relationship between the Franchisor and Franchisee will be governed by the laws of the state of Arizona.

2. In all other respects, the Franchise Agreement will be construed and enforced according to its terms.

Franchisee: _____

By: _____
Name:
Title:
Date:

Franchisor: TMC Franchise Corporation

By: _____
Name:
Title:
Date:

ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
FOR THE COMMONWEALTH OF VIRGINIA

In recognition of the restrictions contained in the Virginia Retail Franchising Act, the Franchise Disclosure Document for TMC Franchise Corporation for use in the Commonwealth of Virginia shall be amended as follows:

Item 17 (in each table):

1) The following statements are added to Item 17.h: "Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable."

2) The following statement is added to Item 17.w: For any franchise agreement with a franchisee whose Circle K Business is in Virginia, "under subsection D of § 13.1-559 of the Virginia Retail Franchising Act, for all franchises located in Virginia, the franchise contract or agreement offered or entered into pursuant to terms of this chapter shall be governed by the laws of the Commonwealth of Virginia."

ADDENDUM TO FRANCHISE AGREEMENT
FOR THE COMMONWEALTH OF VIRGINIA

This Addendum to the Franchise Agreement ("Franchise Agreement") dated _____ between TMC Franchise Corporation ("Franchisor") and _____ ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of and are incorporated into the Franchise Agreement. This Addendum is being executed because the Circle K Business will be located or operated in the Commonwealth of Virginia.

2. Section 20.5 of the Franchise Agreement, Section 3.4 of Exhibit 2 of the Franchise Agreement, and Section 7 of Exhibit 42 of the Franchise Agreement are hereby amended by adding the following: "Notwithstanding the foregoing, for a Circle K Business in Virginia, 'pursuant to subsection D of § 13.1-559 of the Virginia Retail Franchising Act, this Agreement shall be governed by the laws of the Commonwealth of Virginia.'"

3. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

4. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

5. Each provision set forth in this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Virginia Retail Franchising Act are met independently without reference to this Addendum.

IN WITNESS WHEREOF, the parties have duly signed and delivered this Addendum as of the date first written above.

[Signatures on following page]

Franchisee: _____	Franchisor: TMC Franchise Corporation
By: _____ Name: Title: Date:	By: _____ Name: Title: Date:

ADDENDUM TO MOTOR FUEL AGREEMENT
FOR THE COMMONWEALTH OF VIRGINIA

This Addendum to the Motor Fuel Agreement ("Motor Fuel Agreement") dated _____ between TMC Franchise Corporation ("Franchisor") and _____ ("Franchisee") is entered into simultaneously with the execution of the Motor Fuel Agreement.

1. The provisions of this Addendum form an integral part of and are incorporated into the Motor Fuel Agreement. This Addendum is being executed because the Circle K Business will be located or operated in the Commonwealth of Virginia.

2. Section 37 of the Motor Fuel Agreement and Section 8(f) of Exhibit 3 of the Motor Fuel Agreement are hereby amended by adding the following: "Notwithstanding the foregoing, for a Circle K Business in Virginia, 'pursuant to subsection D of § 13.1-559 of the Virginia Retail Franchising Act, this Agreement shall be governed by the laws of the Commonwealth of Virginia.'"

3. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Motor Fuel Agreement.

4. Except as expressly modified by this Addendum, the Motor Fuel Agreement remains unmodified and in full force and effect.

5. Each provision set forth in this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Virginia Retail Franchising Act are met independently without reference to this Addendum.

IN WITNESS WHEREOF, the parties have duly signed and delivered this Addendum as of the date first written above.

[Signatures on following page]

Franchisee: _____	Franchisor: TMC Franchise Corporation
By: _____ Name: Title: Date:	By: _____ Name: Title: Date:

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, THE FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor.

As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

16. **Questionnaires and Acknowledgments.** No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

The undersigned parties do hereby acknowledge receipt of this Addendum.

Dated this _____ day of _____ 20_____.

_____	_____
Signature of Franchisor Representative	Signature of Franchisee Representative
_____	_____
Title of Franchisor Representative	Title of Franchisee Representative

ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF WISCONSIN

The following information applies to franchises and franchisees subject to the Wisconsin Fair Dealership law. Item numbers correspond to those in the main body:

1. Item 17.

For all franchises sold in the State of Wisconsin, we will provide you at least 90 days' prior written notice of termination, cancellation, or substantial change in competitive circumstances. The notice will state all the reasons for termination, cancellation, or substantial change in competitive circumstances and will provide that you have 60 days in which to cure any claimed deficiency. If this deficiency is cured within 60 days, the notice will be void. If the reason for termination, cancellation, or substantial change in competitive circumstances is nonpayment of sums due under the franchise, you will have 10 days to cure the deficiency.

2. Item 17.

For Wisconsin franchisees, ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of the franchise agreement or a related contract which is inconsistent with the Law.

ADDENDUM TO
FRANCHISE AGREEMENT FOR THE
STATE OF WISCONSIN

This Addendum pertains to franchises sold in the State of Wisconsin and is for the purpose of complying with Wisconsin statutes and regulations. Notwithstanding anything that may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended as follows:

1. Notwithstanding anything that may be contained in the body of the Franchise Agreement to the contrary, Article 12 of the Agreement is extended as follows:

> For all franchises sold in the State of Wisconsin, Franchisor will provide Franchisee at least 90 days' prior written notice of termination, cancellation, or substantial change in competitive circumstances. The notice will state all the reasons for termination, cancellation, or substantial change in competitive circumstances and will provide that Franchisee have 60 days in which to rectify any claimed deficiency. If the deficiency is rectified within 60 days, the notice will be void. If the reason for termination, cancellation, or substantial change in competitive circumstances is nonpayment of sums due under the franchise, Franchisee will be entitled to written notice of such default, and will have not less than 10 days in which to remedy such default from the date of delivery or posting of such notice.

2. Ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of this Agreement or a related document between Franchisor and Franchisee inconsistent with the Law.

3. In all other respects, the Franchise Agreement will be construed and enforced according to its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

Franchisee: _____	Franchisor: TMC Franchise Corporation
By: _____ Name: Title: Date:	By: _____ Name: Title: Date:

EXHIBIT N

State Effective Dates

FRANCHISE DISCLOSURE DOCUMENT EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

STATE	EFFECTIVE DATE
CALIFORNIA	July 10, 2026
HAWAII	[PENDING]
ILLINOIS	July 10, 2026
INDIANA	July 10, 2026
MARYLAND	[PENDING]
MICHIGAN	July 10, 2026
MINNESOTA	[PENDING]
NEW YORK	July 10, 2026
NORTH DAKOTA	[PENDING]
RHODE ISLAND	[PENDING]
SOUTH DAKOTA	[PENDING]
VIRGINIA	[PENDING]
WASHINGTON	[PENDING]
WISCONSIN	[PENDING]

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT O

Receipts

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If TMC Franchise Corporation offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York requires that TMC Franchise Corporation give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Iowa and Michigan require that TMC Franchise Corporation give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If TMC Franchise Corporation does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit C.

The franchisor is TMC Franchise Corporation, located at 1130 West Warner Road, Tempe, Arizona 85284. Its telephone number is (602) 728-8000.

Issuance Date: July 10, 2026

The name, principal business address and telephone number of each franchise seller offering the franchise: _____

_____

TMC Franchise Corporation authorizes the respective state agencies identified on Exhibit C to receive service of process for it in the particular state.

I have received a disclosure document dated July 10, 2026, that included the following Exhibits: A) List of Franchised Outlets, B) Consolidated Financial Statements, C) List of State Franchise Administrators and Agents for Service of Process, D) Table of Contents of Business Systems Manuals, E) Franchisee Acknowledgment Addendum, F) Convenience Store Franchise Agreement, G) Motor Fuel Agreement, H) License Agreements, I) Sample Termination and Release Agreements, J) Personal Guaranty, K) Renewal Addendum, L) List of Regional Service Providers, M) State Addenda, N) State Effective Dates, and O) Receipts.

Date: _____ Signed: _____

Print Name: _____

Address: _____

City: _____ State _____

Phone (___) _____ Zip _____

Date: _____ Signed: _____

Print Name: _____

Address: _____

City: _____ State _____

Phone (___) _____ Zip _____

RECEIPT

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New York requires that TMC Franchise Corporation give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Iowa and Michigan require that TMC Franchise Corporation give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If TMC Franchise Corporation does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit C.

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Date:_____ Signed: _____

Print Name: _____

Address: _____

City: _____ State _____

Phone (___) _____ Zip_____

Date:_____ Signed: _____

Print Name: _____

Address: _____

City: _____ State _____

Phone (___) _____ Zip_____