

Store No. 9788

33435

ASSIGNMENT AND ASSUMPTION OF LEASE

**OFFICIAL RECORDS**

SSP Properties I, LLC ("Assignor"), for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, transfers, assigns and sets over to SSP Partners, a Texas general partnership ("Assignee"), all of Assignor's rights, title, duties, obligations and interests as tenant under that certain lease which is described on Exhibit A attached hereto and incorporated herein by reference for all purposes (the "Lease").

1. In consideration of the foregoing, Assignee hereby assumes and covenants and agrees to be bound by a faithfully perform all the terms, covenants, conditions, provisions, duties, obligations and agreements of the tenant under the Lease arising on or after the date of this Assignment and Assumption of Lease (the "Assignment"), including, without limitation the obligation to timely pay the rent and other charges required to be paid by the tenant under the terms of the Lease, the same as if Assignee were a party tenant thereto and had originally executed the Lease as a tenant thereunder.

2. Assignee shall abide by and shall have direct responsibility and liability to the landlord under the Lease for all of the terms and provisions of the Lease and applicable law pertaining to the Lease and/or the demised premises.

3. The terms hereof shall extend to and shall be binding upon the parties hereto and their respective legal representatives, successors and assigns.

4. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, all of which taken together shall constitute one and the same instrument regardless of whether or not all of the parties have executed the same counterpart.

5. This Assignment constitutes the entire agreement of the parties with respect to the Lease and supersedes all other prior agreements of the parties in connection therewith.

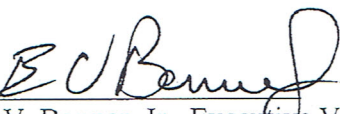
IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment on the 29th day of May, 2001.

ASSIGNEE:

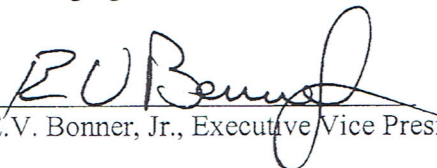
ASSIGNOR:

SSP Partners

SSP Properties I, LLC

By:   
E.V. Bonner, Jr., Executive Vice President

By: SSP Management Company,  
Managing Member

By:   
E.V. Bonner, Jr., Executive Vice President

**EXHIBIT "A"**  
**STORE NO. 9788**

Leasehold estate created by that certain Lease Agreement executed August 15, 1986, by and between Julian Asheim, Trustee of the Estate of Ike Bollack, and Charter Marketing Company; Memorandum and Confirmation of Lease, dated October 10, 1988, by and between Julian Asheim, Individually and as Independent Executor and Testamentary Trustee of the Estate of Ike Bollack and Charter Marketing Company; Assignment and Assumption of Lease, effective May 1, 1995, by and between Circle K Stores Inc. and SSP Partners; Memorandum of Lease dated April 24, 1995, filed June 27, 1995, executed by Circle K Stores Inc. to Julian Asheim, Individually and as Testamentary Trustee of the Estate of Ike Bollack, recorded in Volume 3431, Page 315, Official Public Records, Real Property, Cameron County, Texas; Memorandum of Assignment of Lease dated May 1, 1995, filed June 28, 1995, between Circle K Corporation and SSP Partners, a Texas general partnership, recorded in Volume 3434, Page 13, Official Public Records, Real Property, Cameron County, Texas; Second Amendment to Lease dated June 1, 1999, by and between Calvin Wolff, Independent Executor of the Estate of Ike Bollack, Deceased, and Rachael Wolff, joining as the sole beneficiary under the Last Will and Testament of Ike Bollack, Deceased and SSP Properties I, LLC; Assignment and Assumption of Lease, effective January 29, 1998, by and between SSP Partners and SSP Properties I, LLC in connection herewith, in the following described real property:

Lots Eight (8), Nine (9) and Ten (10), Block Twelve (12) PAREDES ADDITION to the City of Brownsville, Cameron County, Texas according to the Map of said Addition recorded in Volume 11, Page 108, Deed Records of Cameron County, Texas. SAVE AND EXCEPT that portion of said Lots retained by the City of Brownsville for International Boulevard Right-of-Way as described in Deed recorded in Volume 602, Page 631, Deed Records of Cameron County, Texas.