

LANDLORD ESTOPPEL CERTIFICATE AND CONSENT

FCFA Acquisition Corporation
17207 North Penimeter Drive
Scottsdale Arizona 85255

Attention: Mr. Dennis L. Ruben, Esq.

Re: Loan to be made by FCFA Acquisition Corporation ("Lender") to SSP Properties I, LLC and SSP Properties II, LLC (hereafter referred to as the "Loan")

Lease Agreement: Lease Agreement and all amendments and modifications thereto described on Exhibit A attached hereto and incorporated herein by reference (the "Lease") demising a leasehold estate (the "Leasehold Estate") in certain real property described therein (the "Leased Premises")

Landlord: Julian Ashelm as Trustee of the Estate of Ike Bollack

Tenant: SSP Partners

Dear Sirs:

In connection with the above-referenced loan, Tenant intends to (i) convey its fee interest in the fixtures and equipment located on the Leased Premises, and (ii) assign its interest in the Lease to either SSP Properties I, LLC, or SSP Properties II, LLC (referred to herein as the "Borrower"). Borrower will then sublease the Leased Premises and lease the fixtures and equipment located on the Leased Premises to Tenant. Landlord hereby consents to the assignment of the Lease to the Borrower, and the Borrower's sublease of Leased Premises to the Tenant.


Landlord has been advised that in connection with the Loan, Borrower will execute a mortgage or deed of trust in favor of Lender (referred to collectively as the "Mortgage"), granting a lien on the Leasehold Estate and equipment located on the Leased Premises (the "Mortgaged Property"). Landlord hereby consents to the Mortgage. Landlord has been informed that Lender requires the following certifications, representations, covenants, and agreements as a condition to the closing of the Loan and that Lender is relying on the statements contained herein in that regard.

To comply with the request of Lender, Landlord confirms and agrees as follows:

1. Covenants of Title. Landlord is the landlord under the Lease. Landlord is the fee simple owner of the Leased Premises free and clear of all deed of trust liens and security interests except as follows: None

3/17

Trustee

By 

Estate of Ike Bollack - Trustee

Very truly yours,

Tenant:

11. Conflicting Provisions. As to Lender, in the event of a conflict between this letter and the Lease, the terms of this letter shall control; provided, however, that this letter in no way modifies or alters the terms of the Lease between Lessor and

or to such other address as designated by either party by notice as set forth herein. Any such notice of communication shall be deemed to have been given either at the time of personal delivery or, in the case of delivery service or mail, as of the date of first attempted delivery or, in the case of telegram, telex, or telecopy, upon receipt.

Attention: Dennis L. Ruben, Esq.

Scottsdale, Arizona 85255

17207 North Perimeter Drive

FFCA Acquisition Corporation

To Lender:

San Antonio, Texas 78216

119 Millwood Lane

c/o Julian Ashelm

Estate of Ike Bollack

To Lessor:

teletype, addressed as follows:

10. Notices. Any notices hereunder shall be given in writing, sent by (a) personal delivery, or (b) expedited delivery service with proof of delivery, or (c) United States mail, postage prepaid, registered or certified mail, or (d) prepaid telegram, telex or

written consent of Lender.

or additional encumbrances of the Lease by Tenant or Borrower without the prior written consent of Lender. Lessor shall not be unreasonably withheld. Lessor will not consent to any assignment, subletting, Borrower's rights without the prior written consent of Lender, which consent shall not term, increase the rent or otherwise materially adversely affect Tenant's or

9. Amendments. Lessor shall not amend or modify the Lease to shorten its

Lease.

inventory and other property placed on the Leased Premises during the term of the Tenant's or Borrower's personal property, trade fixtures, furniture, equipment,

8. Waiver of Lessor's Lien. Lessor hereby expressly waives all liens and security interests, both statutory and otherwise, which it may have with regard to