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1. Lease Agreement, executed August 15, 1986, by and between Julian Asheim, Trustee of the Estate of Ike Bollack, Lessor, and Charter Marketing Company, a Florida corporation, Lessee.
2. 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, Lessor and Charter Marketing Company, a Florida corporation, Lessee.
3. Assignment and Assumption of Lease, effective as of May 1, 1995, by and between Circle K Stores, Inc. (successor in interest to Charter Marketing Company), a Texas corporation formerly known as The Circle K Corporation, and SSP Partners, a Texas general partnership.
4. Memorandum of Lease, recorded June 27, 1995, by and between Julian Asheim, Individually and as Independent Executor and Testamentary Trustee of the Estate of Ike Bollack, Landlord, and Circle K Stores, Inc., a Texas corporation formerly known as The Circle K Corporation.

Store 9788

EXHIBIT A

See file for

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STARS NO. 9788

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7. Obligations of Landlord: Successors and Assigns. This letter shall be binding upon and inure to the benefit of Landlord and Lender and their successors and assigns.

6. Foreclosure of Deed of Trust. Should Lender or any purchaser acquire title to the Leasehold Estate through judicial or non-judicial foreclosure proceedings or in lieu of foreclosure, Lender or any purchaser shall succeed to the rights and obligations of Tenant and Borrower under the Lease, but shall not be liable or responsible for any default of Tenant or Borrower under the Lease prior to such acquisition, other than any defaults for which Lender has received prior written notice, and which Lender is reasonably capable of curing. Upon such succession, Lender may assign its obligations under the Lease (or any new lease entered into under paragraph 5 above) to a third party, provided that such party assumes the Lease in writing, and upon such assignment and assumption, Lender shall be released. If Lender or its assignee becomes the tenant under the Lease, or a new lease as provided in paragraph 5 above, the Premises may be used for the operation of any convenience store and gasoline station or other retail use.

5. Notice and Cure: Performance by Lender. Upon serving Tenant or Borrower any notice of default pursuant to the terms of the Lease, Lender will serve a duplicate copy of such notice in the same manner to Lender. In addition, Lender shall have the right, but not the obligation, to cure any alleged default within thirty (30) days after notice of such default from Landlord and Landlord agrees to waive, as to Lender, all defaults of Tenant or Borrower which Lender is reasonably incapable of curing. If Landlord elects to terminate the Lease, then provided that Lender cures any outstanding monetary defaults, Landlord agrees to enter into a new lease with Lender on the same terms and conditions as the Lease upon written request from Lender made within thirty (30) days of the date of such termination. No action by Landlord to terminate the Lease shall be effective unless Lender shall have received a notice as provided herein.

4. No Default. Landlord has neither given to Tenant nor received from Tenant any notices of default with respect to the Lease, other than those notices, if any, listed as follows:
None

3. Rents. All rent and other charges, which Tenant is required to pay to Landlord under the Lease, have been fully and promptly paid through 1/31/98. The monthly base rent currently due and payable under the Lease is \$1,725.00. Landlord does not hold any security deposit under the Lease.

2. Term: No Modification. The Lease represents the entire agreement between Landlord and Tenant with respect to the Leased Premises and is in full force and effect. The current term of the Lease will expire on August 14, 2001. The Lease has three remaining renewal options of 5 years each.

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