

07-01-93P03:44 RCVD

JOAN TANNER
STEWART TITLE GUARANTY
NATIONAL MARKETING DIVISION
2200 W. LOOP SOUTH, SUITE 510
HOUSTON, TEXAS 77027

Return by Mail to:

Store No. 1421

KEMP, SMITH, DUNCAN & HAMMOND, P.C.
Attn: Nancy C. Santana
2000 State National Plaza
El Paso, Texas 79901
(915) 533-4424

K-42865
ASSIGNMENT AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, CIRCLE K CONVENIENCE STORES, INC., a Texas corporation ("Seller"), for and in consideration of \$10.00 and other valuable consideration, the receipt of which is hereby acknowledged, does hereby assign, convey, transfer, grant, bargain, sell and deliver to EDMONT REALTY PARTNERS, LTD., a Texas limited partnership ("Purchaser"), its successors and assigns, all of Seller's right, title and interest in and to any equipment and inventory which are located in, on, about or under Store No. 1421, situated on the real property described on Exhibit "D-37" attached hereto and made a part hereof (the "Property"), as of May 24, 1993, including any gasoline storage tanks, gasoline station and gasoline dispensing equipment (collectively, the "Gasoline Facilities").

TO HAVE AND TO HOLD, all and singular, the said equipment, inventory and Gasoline Facilities hereby conveyed, transferred, granted, bargained, sold, and delivered to Purchaser, its successors and assigns, forever. Seller does hereby bind itself and its successors and assigns to warrant and forever defend all and singular title to the equipment, inventory and Gasoline Facilities to Purchaser, its successors and assigns, against any person whomsoever lawfully claiming or to claim the same or any part thereof, by, through and under Seller, but not otherwise.

This instrument shall be binding upon Seller, its successors and assigns, and shall inure to the benefit of Purchaser, its successors and assigns.

SELLER, BY THIS INSTRUMENT, MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, WHETHER EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, DESIGN, COMPLIANCE WITH ANY SPECIFICATIONS, OPERABLE CONDITION, CAPACITY, SUITABILITY, PERFORMANCE, QUALITY, COMPLIANCE WITH ANY ENVIRONMENTAL LAWS OR OTHERWISE WITH RESPECT TO ANY EQUIPMENT, INVENTORY OR THE GASOLINE FACILITIES CONVEYED HEREBY; PURCHASER, BY ITS ACCEPTANCE HEREOF, ACKNOWLEDGES THAT ITS AGREEMENT IS TO ACCEPT THE EQUIPMENT, INVENTORY AND GASOLINE FACILITIES CONVEYED HEREBY IN AN "AS-IS" STATE OF CONDITION AND REPAIR WITH ALL FAULTS. FURTHER, PURCHASER, BY ITS EXECUTION HEREOF, HEREBY RELEASES AND RELINQUISHES SELLER AND THE CIRCLE K CORPORATION OF AND FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, EXPENSES AND/OR LIABILITIES ARISING OUT OF THE PERFORMANCE OR FAILURE TO PERFORM ANY OF THE TERMS AND PROVISIONS OF THE ORIGINAL EDMONT LEASE AGREEMENTS (AS DEFINED IN THAT CERTAIN EDMONT/METVAN AGREEMENT MADE AS OF APRIL 1, 1993 BY AND BETWEEN PURCHASER AND SELLER), AS AMENDED, APPLICABLE TO THE EQUIPMENT, INVENTORY OR GASOLINE FACILITIES WHICH ARE LOCATED IN, ON, ABOUT OR UNDER THE ABOVE REFERENCED PROPERTY.

WITH RESPECT TO THE GASOLINE FACILITIES, SELLER HEREBY ADVISES PURCHASER THAT IN ACCORDANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS, PURCHASER MUST NOTIFY THE GOVERNMENTAL AGENCIES EXERCISING JURISDICTION OVER THE EXISTENCE OF THE GASOLINE FACILITIES, THE TRANSFER OF OWNERSHIP OF THE GASOLINE FACILITIES FROM SELLER TO PURCHASER, THE SIZE AND IDENTIFICATION NUMBER OF THE UNDERGROUND STORAGE TANK(S) CONSTITUTING PART OF THE GASOLINE FACILITIES AND OTHERWISE COMPLY WITH ALL LAWS, RULES AND REGULATIONS APPLICABLE TO THE GASOLINE FACILITIES. IF FURTHER DOCUMENTS ARE NECESSARY TO EFFECT RE-REGISTRATION OF GASOLINE FACILITIES IN THE NAME OF PURCHASER OR TO OTHERWISE COMPLY WITH APPLICABLE LAWS, RULES, ORDINANCES AND REGULATIONS WITH RESPECT TO THE TRANSFER OF THE GASOLINE FACILITIES, SELLER AND PURCHASER EACH AGREE TO EXECUTE AND DELIVER SUCH DOCUMENTS AND INSTRUMENTS AS MAY BE NECESSARY TO EFFECT RE-REGISTRATION OF THE GASOLINE FACILITIES IN THE NAME OF PURCHASER AND TO OTHERWISE COMPLY WITH APPLICABLE LAWS, RULES, ORDINANCES AND REGULATIONS WITH RESPECT TO THE TRANSFER OF OWNERSHIP OF SAID GASOLINE FACILITIES FROM SELLER TO PURCHASER.

With respect to any matter pertaining specifically to the referenced Property, this Instrument shall be governed by and construed in

accordance with the internal laws of the state where such Property is situated; but in all matters not pertaining specifically to such Property, this Instrument shall be construed under and in accordance with the internal laws of the State of Arizona and applicable Federal law.

26 IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the day of May, 1993.

ATTEST:

CIRCLE K CONVENIENCE STORES, INC.,
a Texas corporation

By: [Signature]
Name: JOHN A. STORRETT
Title: SEC

By: [Signature]
Name: Bart A. Brown, Jr.
Title: Chairman of the Board

Purchaser, by its execution hereof, hereby acknowledges that, in accordance with applicable laws, rules and regulations, Purchaser must notify the governmental agencies exercising jurisdiction of the existence of the Gasoline Facilities, the transfer of ownership of the Gasoline Facilities from Seller to Purchaser, the size and identification number of the underground storage tank(s) constituting part of the Gasoline Facilities and to otherwise comply with all laws, rules and regulations applicable to the Gasoline Facilities.

EDGEMONT REALTY PARTNERS, LTD.,
a Texas limited partnership

ATTEST:

[Signature]
Russ McWilliams
ASST SEC

By: EDGEMONT EQUITIES, INC.,
general partner

By: [Signature]
Name: KEITH KENNEDY
Title: VICE PRESIDENT

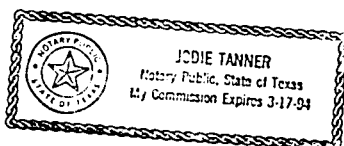
PURCHASER

STATE OF Texas)
COUNTY OF Dallas)

15832

This instrument was acknowledged before me on the date set forth below, by KEITH KENNEDY, VICE PRESIDENT and RUSS McWILLIAMS, Assistant Secretary of EDGEMONT EQUITIES, INC., a Texas corporation, which is general partner of EDGEMONT REALTY PARTNERS, LTD., a Texas limited partnership, on behalf of said corporation, as general partner of said limited partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 27 day of MAY, 1993.



Jodie Tanner
NOTARY PUBLIC IN AND FOR
COUNTY, _____

My Commission Expires:

STATE OF Oregon)
COUNTY OF Maricopa)

This instrument was acknowledged before me on the date set forth below, by Bart A. Brown, Jr., Chairman of the Board and _____, Assistant Secretary of CIRCLE K CONVENIENCE STORES, INC., a Texas corporation, on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 26th day of May, 1993.

Barbara M. Mat...
NOTARY PUBLIC IN AND FOR
Maricopa COUNTY, AZ

My Commission Expires:

February 28, 1994



15833

EXHIBIT "D-37"

Prepared 5/17/93

Store No. 1421
Klamath County, Oregon

DESCRIPTION OF PROPERTY

The following described real property situate in Klamath County, Oregon:

The N $\frac{1}{2}$ of the N $\frac{1}{2}$ of Tract No. 1, Glanger's Home Tracts, in the County of Klamath, State of Oregon, Together with any portion of the S $\frac{1}{2}$ of the N $\frac{1}{2}$ of said Tract No. 1, which lies Northerly from a straight line extending from the East line of said tract to the West line thereof and which line is located exactly four inches Northerly from the East and West ends of the Northerly line of the cement foundation of the aluminum shop building situated on the S $\frac{1}{2}$ of the N $\frac{1}{2}$ of Tract No. 1, of said Glanger's Home Tracts,

BUT LESS any portion of said N $\frac{1}{2}$ of N $\frac{1}{2}$ of said Tract No. 1, which lies South of the above described straight line lying four inches Northerly of the Northerly line of said cement foundation;

SAVING AND EXCEPTING THEREFROM that portion described in deed recorded June 16, 1964, Volume 353 at page 519, Deed Records of Klamath County, for State Highway.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____
of _____ July _____ A.D., 19 _____ 93 at _____ 3:44 o'clock _____ P.M., and duly recorded in Vol. _____ M93
of _____ Miscellaneous _____ on Page _____ 15829.

FEE \$ 25.00

Evelyn Biehn County Clerk
By _____