

FILED SARPY CO. NE.
INSTRUMENT NUMBER
99-013366

59 MAY -4 PM 1:53

Glenn J. Lawing
REGISTER OF DEEDS

99-13366

Counter m d
Verify S
D.E. a
Proof m
Fee \$ 20.50
Ck Cash Chg

LICENSE AGREEMENT

This License Agreement made, effective as of APRIL 19TH, 1999, by and between QuikTrip Corporation, an Oklahoma corporation, hereinafter referred to Licensor, and GPI Properties 1997 L.L.C., a North Carolina limited liability company, hereinafter referred to as Licensee.

In consideration of the mutual promises between the parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of License. Licensor hereby grants to Licensee a license to occupy and use, subject to all of the terms and conditions of this agreement, the property that is legally described on the attached Exhibit A, which is hereby incorporated herein by this reference (hereafter "the License Area").
2. No Rent or Fees. The Licensee shall not be required to pay any rent or fees to the Licensor in exchange for the privilege of this license at any time during this license agreement.
3. Limitation to Described Purpose. The above-described property may be occupied and used by Licensee solely for parking motor vehicles for its customers or its employees commencing thirty days after the completion of the construction of the paving for the parking spaces in the License Area and continuing until this License Agreement is terminated as provided herein.
4. Construction and Maintenance. Licensor shall install at the Licensor's sole expense the paving and the curbs for the parking within the License Area. Licensee shall be solely responsible for the maintenance of the curbs and paving within the License Area, including but not limited to the removal of all snow, ice, or debris of any kind or nature.
5. Termination. This License Agreement shall terminate upon either the sale of the Licensee's property that is legally described as Tax Lot 18B2 in the Northeast One-Quarter (NE1/4) of the Southeast One-Quarter (SE1/4) of Section 15, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, that is more particularly described in the metes and bounds legal description contained on the attached Exhibit B, which is incorporated herein by this reference, or upon the termination of the current use of the Licensee's property as a Car-Quest Auto Parts store, whichever shall occur first. Under no circumstances shall this License Agreement be construed or interpreted as an easement. Furthermore, it is expressly agreed between the parties that this License Agreement shall never ripen into any kind of easement, including but not limited to an easement by prescription.
6. Assignment. It is expressly agreed that Licensee shall not have the right to assign or in any way transfer its rights under this License Agreement to any other person.
7. Indemnification of Licensor. Licensee will at all times indemnify Licensor against all actions, claims demands, liabilities, and damages that may in any manner be imposed on or incurred by Licensor as a consequence of, or arising out of any act, default, or omission or the part of Licensee or any of its officers, employees, or agents, or the use of the License Area at any time after the Licensor has completed construction of the curbs and paving within the License Area.
8. Insurance. Licensee shall maintain liability insurance on the License Area in the amount of at least One Million Dollars (\$1,000,000.00), shall name the Licensor as an additional insured on said liability policy, and shall provide a certificate of insurance to the Licensor as evidence of said insurance at least seven days before the Licensee commences using the License Area for parking.
9. Governing Law. It is agreed that this License Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Nebraska.

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10. Entire Agreement. This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

IN WITNESS WHEREOF, Licensor and Licensee have executed this License Agreement.

LICENSOR: QUIKTRIP CORPORATION

By: [Signature]
Alvin Howerton, Executive Vice President

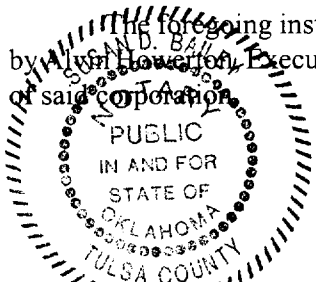
LICENSEE: GPI Properties 1997 L.L.C.

By: VMS Properties, Inc.
Member/Manager

By: [Signature]
VICE PRESIDENT

STATE OF OKLAHOMA)
COUNTY OF Tulsa) ss

The foregoing instrument was acknowledged before me this 31 day of March, 1999, by Alvin Howerton, Executive Vice President of QuikTrip Corporation, on behalf of said corporation



[Signature]
Notary Public
My Commission Expires Feb. 14, 2001

STATE OF NORTH CAROLINA)
COUNTY OF Wake) ss

The foregoing instrument was acknowledged before me this 26 day of March, 1999, by Frederic S. Kotchee, Vice President of VMS Properties, Inc. Member/Manager of GPI Properties 1997 L.L.C., a North Carolina limited liability company, on behalf of the limited liability company.



[Signature]
Notary Public

99-13366B

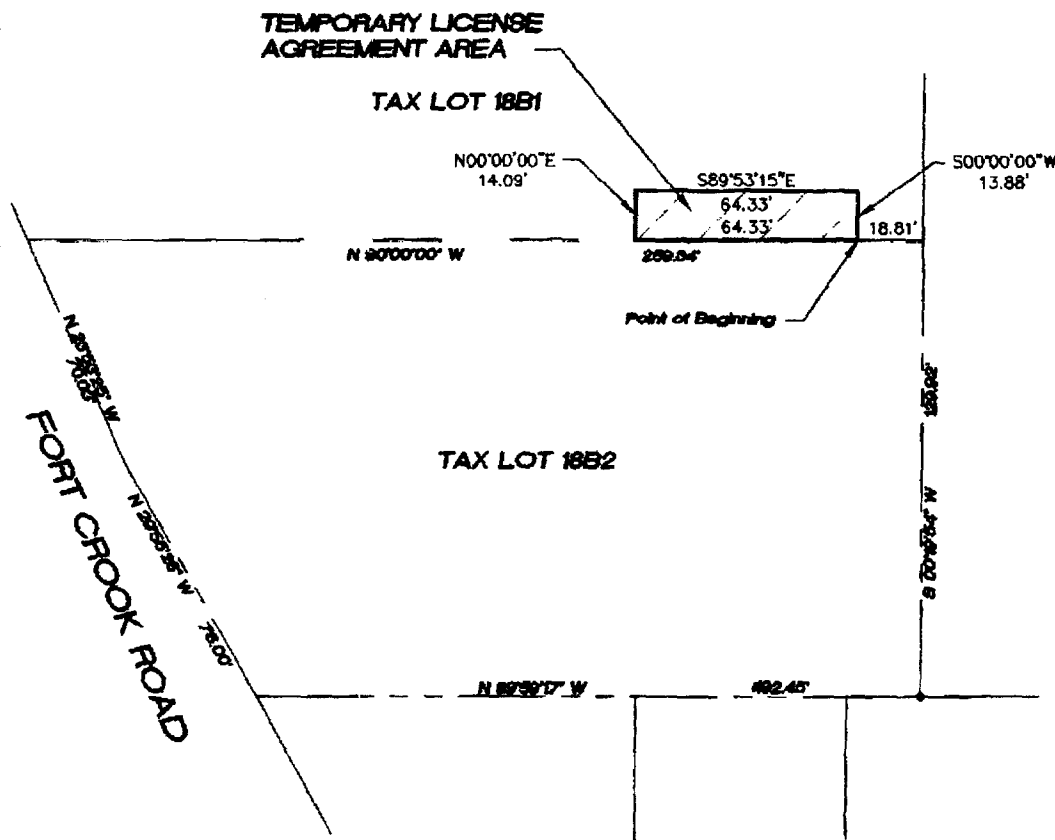
LEGAL DESCRIPTION

PART OF TAX LOT 18-B, IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 14 NORTH, RANGE 13, EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 299.3 FEET WEST OF AND 203 SOUTH OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 14 NORTH, RANGE 13 EAST; THENCE WEST PARALLEL TO SAID NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, A DISTANCE OF 259.52 FEET TO THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY #73 AND #75; THENCE SOUTHEASTERLY WITH AN INTERIOR ANGLE OF 65°57', A DISTANCE OF 70.12 FEET ALONG SAID EAST RIGHT OF WAY; THENCE CONTINUING SOUTHEASTERLY ALONG SAID EAST RIGHT OF WAY LINE WITH AN INTERIOR ANGLE OF 174°17', A DISTANCE OF 76.0 FEET; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST OF THE SOUTHEAST QUARTER OF SECTION 15, WITH AN INTERIOR ANGLE OF 119°46', A DISTANCE OF 192.45 FEET; THENCE NORTHERLY WITH AN INTERIOR ANGLE OF 90°20', A DISTANCE OF 130.0 FEET TO THE POINT OF BEGINNING. SAID TRACT A PART OF TAX LOT 18-B, IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 14 NORTH, RANGE 13, EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA.

EXHIBIT B

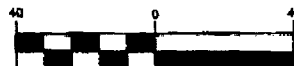
99-13366C

TEMPORARY LICENSE AGREEMENT EASEMENT



LEGAL DESCRIPTION-TEMPORARY LICENSE AGREEMENT

A TEMPORARY LICENSE AGREEMENT EASEMENT LOCATED IN PART OF TAX LOT 18B1, IN THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 15, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TAX LOT 18B1; THENCE N90°00'00"W (ASSUMED BEARING) 18.81 FEET ALONG THE SOUTH LINE OF SAID TAX LOT 18B1 TO THE POINT OF BEGINNING; THENCE CONTINUING N90°00'00"W 84.33 FEET ALONG SAID SOUTH LINE; THENCE N00°00'00"E 14.09 FEET; THENCE S89°53'15"E 64.33 FEET; THENCE S00°00'00"W 13.88 FEET TO THE POINT OF BEGINNING. DESCRIBED TRACT CONTAINS 899.66 SQUARE FEET, MORE OR LESS.



1 inch = 40 ft.

May 05, 1999 9:49:08 a.m.
 Drawing: C:\DWG\QUICKTRIP\99-022TL.DWG

REVISED 5-5-99

DESIGNED

DRAWN GSJ

CHECKED WAF

DATE 2-17-99 PROJECT NO. 99-022

SHEET NO.



Hill-Farrell Associates, Inc.
 Engineers, Land Surveyors, Land Planners
 1005 Lincoln Rd., Bellevue, NE 68005 402-291-6100

1 OF 1