

14466
ACCESS AGREEMENT

THIS AGREEMENT is made to become effective April 8, 1987, between GALE SUP and BERNICE SUP (hereinafter the "Sups"), TACO BELL CORP., a California corporation (hereinafter "Taco Bell"), and JUNEAU HOLDING COMPANY, a Kansas corporation (hereinafter "Juneau").

WITNESSETH:

WHEREAS, there is pending in the District Court for Lancaster County, Nebraska, a lawsuit styled Taco Bell Corp., a California corporation and Juneau Holding Company, a Kansas corporation, Plaintiffs, vs. Gale Sup, Bernice Sup, and O-46 Investment Company, a Missouri general partnership, Defendants, Docket 406, Page 262 (hereinafter the "Lawsuit"); and

WHEREAS, the Lawsuit was initiated on a Petition filed by Taco Bell alleging a claim of access over the property owned by the Sups and legally described in Exhibit "A", attached hereto (hereinafter the Property), said rights allegedly arising as the result of a lease entered into between Franchisors Development Corporation, a Missouri corporation, and Taco Bell dated April 16, 1968 (hereinafter the "Lease"); and

WHEREAS, Taco Bell has entered into a sublease with Juneau dated December 21, 1982 for the property legally described in Exhibit "B", attached hereto (hereinafter the Taco Bell Property); and

WHEREAS, the parties desire to have the Lawsuit dismissed with respect to the Sups and any continued claim of access arising in the Lease, providing instead for an access subject to the conditions provided herein;

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NOW, THEREFORE, in consideration of the mutual promises of and benefits to the parties, it is agreed as follows:

1. Access. Sups hereby grant to Taco Bell, its franchisees, lessees and their employees, customers, suppliers and invitees the nonexclusive right of access over that portion of the Sup Property bounded in red in Exhibit "C", attached hereto (hereinafter the Access), subject to the terms and conditions provided herein. The right of access is intended to provide unimpeded two way vehicular traffic into and out of the Taco Bell Property across the property and will be of benefit only to the Taco Bell Property and shall be a burden upon and shall run with the land, subject to the duration provided herein. Through the duration of the Access, the Sups shall not erect any barriers restricting traffic through the Access and shall keep and maintain the Access in good condition, ordinary wear and tear excepted, provided that any maintenance required of the Access shall be no greater than that required of the Sups in any lease with any lessee or lessees of the Sup Property.

2. Duration. The right of access granted hereunder shall continue through the period ending August 31, 1989, provided, that if Taco Bell exercises its option to extend the Lease for an additional period of five (5) years as provided therein and notice of the extension of the option has been given to the Sups no later than August 31, 1989, then the Access shall continue through the period ending August 31, 1994 (hereinafter the Extension). Notwithstanding the foregoing, the duration of the Access shall terminate if:

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a) the Lease is terminated;

b) the Access is deemed unlawful under any statute, ordinance or regulation (except for any unlawful use caused by the Sups or its tenants); or

c) Taco Bell shall fail to make any payment due under Paragraph 3 and such default shall continue for a period of seven days after mailing of written notice by the Sups to Juneau and Taco Bell of such default; or

d) The Taco Bell Property is used for any purpose other than operation of a Taco Bell restaurant.

3. Payments. In consideration of the Access provided hereunder, Taco Bell agrees to pay to the Sups the following:

a) the sum of \$13,333.00 shall be due April 8, 1987;

b) if Taco Bell exercises the Extension, then the sum of \$6,750.00 shall be due on August 31, 1989, and on the first day of August each year thereafter during the Extension;

The payments shall cease upon termination of the duration of the Access as provided herein and any payments made in advance shall be prorated through the date of termination with any difference returned to Taco Bell.

4. Dismissal. Taco Bell and Juneau agree to dismiss the Sups as defendants to the Lawsuit with prejudice, at Taco Bell's costs, and to dismiss all causes of action which would give rise to any claims of Access over the Sup Property in the Lawsuit. Request for dismissal as provided herein shall occur on or before April 10, 1987.

5. Release. Except for the Access granted to Juneau hereunder, Taco Bell and Juneau hereby release any claims, however arising, they may have with respect to the Sups and to the Sup Property, and the Sups release Taco Bell and Juneau from

any claims, however arising, they may have except as granted to the Sups hereunder.

6. Filing. This Access Agreement shall be filed of record with the Register of Deeds for Lancaster County, Nebraska, the costs of which shall be paid by Taco Bell.

7. Notice and Payments. Any notice of payment required to be sent shall be deposited in the U.S. Mail, certified and addressed to the following:

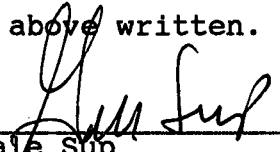
Taco Bell Corp.
Attn: Legal Dept.
17901 Von Karmen Avenue
Irvine, CA 92714

Juneau Holding Company
c/o Bob Martin
1242 Minnesota Avenue
Kansas City, KS 66102

Gale and Bernice Sup
2464 Woodscrest Avenue
Lincoln, NE 68502

8. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall constitute an original.

IN WITNESS WHEREOF, the parties have executed this Agreement to become effective on the date above written.



Gale Sup



Bernice Sup

TACO BELL CORP., a California
corporation

By _____

Title: _____

14466
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Gale Sup

Bernice Sup

TACO BELL CORP., a California
corporation

By _____

Title: _____

14466
JUNEAU HOLDING COMPANY, a Kansas corporation

By

Title: Pres.

STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss.

The foregoing Access Agreement was acknowledged before me this _____ day of _____, 19____, by Gale Sup and Bernice Sup, husband and wife.

Notary Public

STATE OF _____)
COUNTY OF _____) ss.

The foregoing Access Agreement was acknowledged before me this _____ day of _____, 19____, by _____, the _____ of Taco Bell Corp., a California corporation, on behalf of the Corporation.

Notary Public

STATE OF Kansas)
COUNTY OF Lyonette) ss.

The foregoing Access Agreement was acknowledged before me this 22nd day of April, 1987, by Robert A. Martin, the President of Juneau Holding Company, a Kansas corporation, on behalf of the Corporation.



TAMMY R. BAY
My Appt. Exp. July 24, 1990

Tammy R. Bay
Notary Public

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JUNEAU HOLDING COMPANY, a Kansas corporation

By _____
Title: _____

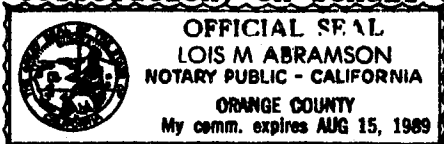
STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss.

The foregoing Access Agreement was acknowledged before me this _____ day of _____, 19____, by Gale Sup and Bernice Sup, husband and wife.

Notary Public

STATE OF California)
COUNTY OF Orange) ss.

The foregoing Access Agreement was acknowledged before me this 8th day of April, 1987, by Gaynor J. Ryan, the Assistant Secretary of Taco Bell Corp., a California corporation, on behalf of the Corporation.



Lois M. Abramson
Notary Public

STATE OF _____)
COUNTY OF _____) ss.

The foregoing Access Agreement was acknowledged before me this _____ day of _____, 19____, by _____, the _____ of Juneau Holding Company, a Kansas corporation, on behalf of the Corporation.

Notary Public

\\LVA\10489\04-02-87

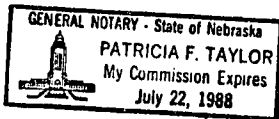
14466

JUNEAU HOLDING COMPANY, a Kansas corporation

By _____ Title: _____

STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss.

The foregoing Access Agreement was acknowledged before me this 13th day of April, 1987, by Gale Sup and Bernice Sup, husband and wife.



Patricia F. Taylor
Notary Public

STATE OF _____)
COUNTY OF _____) ss.

The foregoing Access Agreement was acknowledged before me this _____ day of _____, 19____, by _____, the _____ of Taco Bell Corp., a California corporation, on behalf of the Corporation.

Notary Public

STATE OF _____)
COUNTY OF _____) ss.

The foregoing Access Agreement was acknowledged before me this _____ day of _____, 19____, by _____, the _____ of Juneau Holding Company, a Kansas corporation, on behalf of the Corporation.

Notary Public

\LVA\10489\04-02-87

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EXHIBIT A

A tract of land out of Lot 27 of the J.G. Miller Subdivision, situated in the SW 1/4 SE 1/4 SW 1/4 of Section 20, Township 10 North, Range 7 East of the 6th P.M., Lincoln, Lancaster County, Nebraska, and being described by metes and bounds as follows: Commencing at a point in the North ROW line of "O" Street, said point being North 60.0' and South 89°43' East, a distance of 332.45' from the Southwest corner of the SE 1/4 SW 1/4, said Section 20 and said point also being the Southwest corner of the above-mentioned tract; thence Easterly a distance of 198' along the new right-of-way line of "O" Street to the point of beginning being the East line of Tract 2; thence Northerly a distance of 200', thence Easterly a distance of 100', thence Southerly a distance of 200' along the right of way line of 46th Street, thence Westerly a distance of 100' along the new right of way line of "O" Street to the point of beginning.

EXHIBIT B

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A tract of land out of Lot 27 of the J. G. Miller Sub-division, situated in the SW¹ SE¹ SW¹ Sec. 20-T10N-R7E of the 6th P.M., Lincoln, Lancaster County, Nebraska, and being described by metes and bounds as follows: Commencing at a point North 60.0' and South 89°43' east, a distance of 332.45' from the SW corner of the SE¹ SW¹, Sec. 20-T10N-R7E; thence east a distance of 98' along the new right of way line of "O" St. to the point of beginning; thence northerly a distance of 150', thence easterly a distance of 100', thence southerly a distance of 150', thence westerly a distance of 100' along the new right of way line of "O" St. to the point of beginning.

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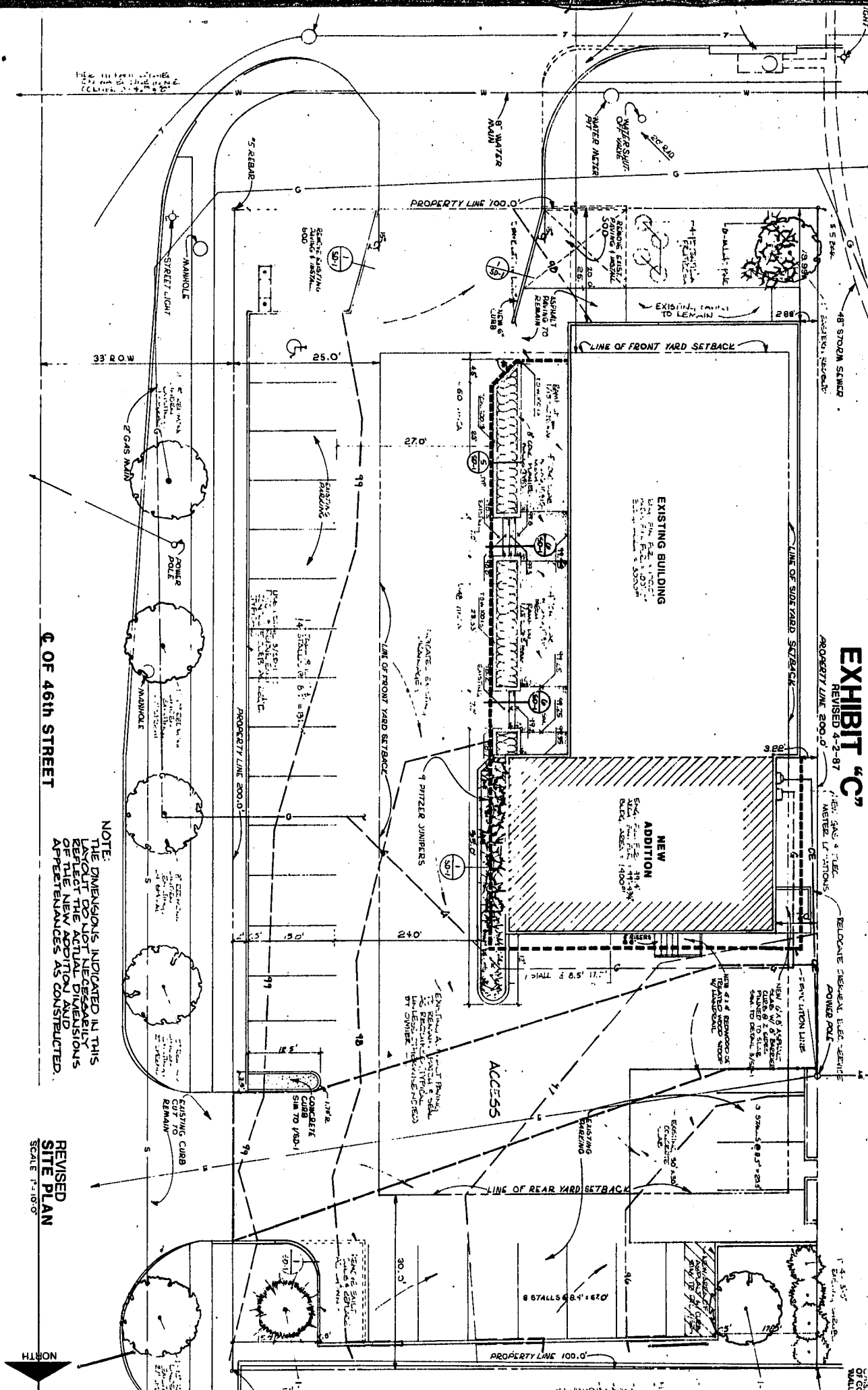
**ARCHITECTURE
CONSTRUCTION
MANAGEMENT
ENGINEERING**

123 SOUTH BATH
SUITE "A"
LINCOLN,
NEBRASKA 68510
(402) 483-2893

REVISED PARKING LAYOUT
4550 "O" STREET LINCOLN, NEBRASKA



REVISED
DATE: 8-30-86
DRAWN BY:
PROJECT NO.
SHEET NO.:
1 OF 1



INDEXED
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DANIEL E. KLAUS
ATTORNEY AT LAW

REMBOLT LUDTKE PARKER MILLIGAN & BERGER
1201 LINCOLN MALL
LINCOLN, NEBRASKA 68508
402/475-5100

LANCASTER COUNTY, NEBR.

REGISTER OF DEEDS

1987 MAY -1 PM 1:3L

ENTERED ON
NUMERICAL INDEX
FILED FOR RECORD AS:
100-11100

INST. NO. 87 14466

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