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05/16/2017 09:42:19.00



2017036925

STATE OF NEBRASKA

COUNTY OF DOUGLAS

#4576

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (this "Agreement"), is executed to be effective as of the 15 day of May, 2017, by and between QUIKTRIP CORPORATION, an Oklahoma corporation ("**QuikTrip**"), and GREATER OMAHA PACKING CO. INC., a Nebraska corporation ("**GOP**").

WITNESSETH:

WHEREAS, QuikTrip is the fee owner of that certain tract of land described in **Exhibit A** attached hereto and incorporated herein, said property being hereinafter referred to as the "**QuikTrip Property**"; and

WHEREAS, GOP is the fee owner of that certain tract of land described in **Exhibit B** attached hereto and incorporated herein, said property being hereinafter referred to as the "**GOP Property**" (the GOP Property and the QuikTrip Property are sometimes individually referred to herein as a "**Parcel**"); and

WHEREAS, **GOP** intends to grant to QuikTrip and the QuikTrip Property an easement across a portion of the GOP Property for the purpose of ingress and egress to and from public access to "L" Street on the GOP Property as shown on **Exhibit C** attached hereto and incorporated herein; and

WHEREAS, QuikTrip intends to grant to GOP and the GOP Property an easement across a portion of the QuikTrip Property for the purpose of ingress and egress to and from public access to South 33rd Street as shown on **Exhibit D** attached hereto and incorporated herein; and

WHEREAS, GOP intends to grant to QuikTrip and the QuikTrip Property a permanent utility easement across, over and through the GOP Property for the purpose of providing utilities over, across and through the easement area to the QuikTrip Property all as shown on **Exhibit E** attached hereto and incorporated herein; and

WHEREAS, GOP intends to grant to QuikTrip and the QuikTrip Property a temporary construction and grading easements to allow for construction and grading associated with certain improvements on and adjacent to the QuikTrip Property as shown on **Exhibit F** attached hereto and incorporated herein; and

WHEREAS, GOP intends to grant to the QuikTrip and the QuikTrip Property a temporary equipment and supply staging area for the purpose of storage of equipment and building materials during construction of the QuikTrip facility as shown on **Exhibit G** attached hereto and incorporated herein.

NOW, THEREFORE, in consideration of the foregoing premises, the grants, reservations, easements and agreements herein made, and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto (each such party hereinafter called "**Owner**") intending to be legally bound do hereby agree as follows:

1. Grant of Easements by QuikTrip for the benefit of GOP and the GOP Property. QuikTrip hereby grants, bargains, sells and conveys to GOP the following easements for the benefit of GOP, the GOP Property, GOP's invitees, customers, employees and agents, and, to the extent title to the GOP Property is leased, transferred or assigned by GOP, to its successors and assigns:

1.1 Access Easement. A perpetual, non-exclusive and unobstructed access, ingress and egress easement over, across, upon and through the drive lane existing on the QuikTrip Property as may be relocated by QuikTrip in the future, shown with hatched lines and labeled as (the "**GOP Access Easement**") on **Exhibit C** for the purpose of vehicular and pedestrian access, ingress and egress to and from the GOP Property, the QuikTrip Property access to South 33rd Street for the purpose of utilizing the curb cuts, driveways and related amenities located or to be located within the GOP Access Easement .

2. Grant of Easement by GOP for the benefit of QuikTrip and the QuikTrip Property. GOP hereby grants, bargains, sells and conveys to QuikTrip the following easement for the benefit of QuikTrip, the QuikTrip Property, QuikTrip's invitees, customers, employees and agents, and, to the extent title to the QuikTrip Property is leased, transferred or assigned by QuikTrip, to its successors and assigns:

2.1 Access Easement. A perpetual, non-exclusive and unobstructed access, ingress and egress easement over, across, upon and through the drive lane existing on the GOP Property as may be relocated by GOP in the future, shown with hatched lines and labeled as (the "**QuikTrip Access Easement**") on **Exhibit**

D for the purpose of vehicular and pedestrian access, ingress and egress to and from the QuikTrip Property, the GOP Property to “L” Street on the GOP Property and for the purpose of utilizing the curb cuts, driveways and related amenities located or to be located within the QuikTrip Access Easement.

2.2 Utility Easement. A permanent utility easement over, across and under that portion of the GOP Property shown with hatched lines and labeled as (the “**QuikTrip Utility Easement**”) on Exhibit E for the purpose of providing utilities to the QuikTrip Property.

2.3 Temporary Construction and Grading Easements. A temporary construction and grading easement over, across, upon and through that portion of the GOP Property shown with hatched lines and labeled as the “**QuikTrip Temporary Construction and Grading Easement**” on Exhibit F (the “**QuikTrip Temporary Construction and Grading Easement**”) for use for normal construction activities while constructing improvements upon the QuikTrip Property and the GOP Property. The QuikTrip Temporary Construction and Grading Easement herein granted shall automatically terminate, without any further action by either party, upon the completion of the construction of the improvements upon the QuikTrip Property and QuikTrip’s completion of the construction of improvements on the GOP Property.

2.4 Temporary Staging Area. A temporary staging for the benefit of the QuikTrip Property over, across, upon and through that portion of the GOP Property shown with hatched lines and labeled as (the “**QuikTrip Temporary Staging Area**”) on Exhibit G. The QuikTrip Temporary Staging Area shall provide for the temporary storage of equipment and supplies needed to construct the new QuikTrip facility on the QuikTrip Property. GOP shall not construct any above-grade improvements within the QuikTrip Temporary Staging Area or park vehicles within the Staging Area. The QuikTrip Temporary Staging Area herein granted shall automatically terminate, without any further action by either party, upon the completion of the construction of the improvements upon the QuikTrip Property and QuikTrip’s completion of the construction of improvements on the GOP Property if needed.

3. Cost and Expenses for Construction of Certain Improvements.

3.1 Initial Construction of Certain Improvements. The obligations of QuikTrip and GOP to pay for and perform the construction of certain improvements on the QuikTrip Property and the GOP Property are set forth in the SDA.

3.2 Responsibility for Costs and Expenses of Maintenance after Completion of Improvements. Each of the Owners agrees to maintain in good condition and working order all of the facilities and improvements located on any portion of such Owner’s Parcel, at such Owner’s expense, except as follows:

Each Owner will be solely responsible for repairing any damage for which that Owner caused. Neither Owner shall make any alteration, change or modification to the improvements on the respective Owner's Parcel that would materially impair or impede the use of the QuikTrip Access Easement by QuikTrip or the GOP Access Easement by GOP.

3.3 Other Construction Obligations. Any work performed pursuant to this Agreement shall be performed, and all easements created by this Agreement (unless otherwise specifically provided herein) shall be maintained (a) in a good, diligent and workmanlike manner, (b) in a manner as not to unreasonably interfere, obstruct or delay access to or from either Parcel, and (b) in compliance with all applicable laws, rules, regulations, permits and ordinances. Any damage occasioned by work performed pursuant to this Agreement shall be repaired and restored with due diligence at the sole cost and expense of the Owner causing the damage. Any Owner shall promptly pay for all work done on its behalf or at its direction (unless a bona fide dispute exists concerning payment) and cause to be discharged any lien effecting another Owner's Parcel arising from or relating to such work, provided, that, in the event that an Owner has a good faith dispute with any such lien (the "**Disputing Owner**"), then the Disputing Owner may in good faith contest, by proper legal actions or proceedings, any such lien or encumbrance, provided that at the time of commencement of any such action or proceeding, and during the pendency thereof (i) such contest operates to suspend collection of the contested amounts and is maintained and prosecuted with diligence; (ii) none of the Owner's Parcel would be subject to forfeiture or loss or an lien by reason of the institution or prosecution of such contest; and (iii) the Disputing Owner shall promptly pay or discharge such contested amounts and all additional charges, interest, penalties and expenses if any, and shall deliver to the other Owner evidence acceptable to the other Owner of such compliance, payment or discharge, if such contest is terminated or discontinued adversely to the Disputing Owner. No work done by an Owner on another Owner's Parcel shall give such Owner (or anyone doing work on behalf of such Owner) any lien claims or rights in and to the other Owner's Parcel.

3.4 Restoration of Easement Areas. Upon the completion of any work, the Parcel upon which such work was performed shall be restored to a substantially similar condition that existed prior to such work, except to the extent that such Parcel has been maintained or improved as a result of such work.

4. Parking. Except as expressly permitted herein, neither Owner nor its respective invitees, customers, employees or agents shall have any right to park on the other Owner's Parcel.

5. Legal Descriptions. GOP and QuikTrip agree that any party hereto may, at its sole cost and expense, have prepared by a Nebraska registered surveyor a survey showing the legally sufficient metes and bounds description of any of the easement areas described herein, for

the purpose of replacing the descriptions attached to this Agreement. Upon the completion of such descriptions, the party hiring the surveyor shall deliver two (2) copies of such survey and descriptions to the other party of review and approval, which approval shall not be unreasonably withheld or delayed.

6. Reciprocal Indemnity. Each of the parties hereto hereby agree to indemnify and hold each other harmless from any loss, cost, damage or expense (including, without limitation, court costs and attorneys' fees) arising from, out of or in any manner connected with the acts or omissions of the indemnifying party in exercising the rights and obligations granted and set forth herein.

7. Time of the Essence. Time is of the essence of this Agreement.

8. Ownership.

8.1 Warranty of Title. QuikTrip covenants and warrants that it is the owner in fee simple of the QuikTrip Property and that it has a good and lawful right to convey the easement unto GOP. GOP covenants and warrants that it is the owner in fee simple of the GOP Property and has a good and lawful right to convey the easements unto QuikTrip. Each party and its successors and assigns hereby warrants and shall defend the right and title to the above-described easements unto the other party hereto, its successors and assigns against the lawful claims of all persons claiming by, through or under QuikTrip or GOP, as the case may be.

8.2 Subordination of Liens. Each party hereto agrees that all mortgages, deeds of trust, deeds to secure debt and other encumbrances placed upon each party's respective property shall be subordinate and inferior to the easements created by this Agreement, and to the extent that any such mortgages, deeds of trust, deeds to secure debt or other encumbrances presently exist, each party shall have all necessary parties execute the subordination agreement attached hereto as Exhibit X which shall be recorded in conjunction herewith.

9. Amendment. GOP and QuikTrip hereby agree that only upon the written consent of all parties hereto may this Agreement be amended or any of the easement areas be relocated, changed, altered, diminished or expanded.

10. Waiver. Each and every covenant and agreement contained herein shall be for any and all purposes hereof construed as separate and independent and the breach of any covenant by any party shall not release or discharge them from their obligations hereunder. No delay or omission by any party to exercise its rights accruing upon any noncompliance or failure of performance by any party shall impair any such right or be construed to be a waiver thereof. A waiver by any party hereto of any of the covenants, conditions or agreements to be performed by any other party shall not be construed to be a waiver of any succeeding breach or of any covenants, conditions or agreements contained herein.

11. Severability. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any then applicable law and shall be limited to the extent necessary to render the real covenants herein valid and enforceable. If any term, provision, covenant or agreement contained herein or the application thereof to any person, entity or circumstance shall be held to be invalid, illegal or unenforceable, the validity of the remaining terms, provisions, covenants or agreements or the application of such term provision, covenant or agreement to person, entities or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

12. Binding Effect; Dedication; Appurtenance. This Agreement shall be binding upon and inure to the benefit of QuikTrip, GOP and their respective successors and assigns. Notwithstanding the foregoing, each Owner shall be responsible only for the obligations, indemnities, duties, liabilities and responsibilities set forth in this Agreement that accrue during the period of time during which such Owner hold fee simple title to a Parcel or portion thereof. Upon conveyance of a Parcel or a portion thereof, the Owner making such conveyance shall be relieved from the obligations, duties, indemnities and responsibilities hereunder arising from and after the date of such conveyance as to such Parcel, or portion thereof conveyed, and the successor Owner shall become obligated hereunder for all matters arising from and after the date of conveyance. Upon the conveyance or dedication of any of the easements created hereunder, the facilities located therein, and the real property burdened thereby, to the appropriate governmental authority, such governmental authority shall take title to any property so conveyed or dedicated free and clear of any obligations, duties, indemnities, liabilities and responsibilities created by this Agreement. The rights, privileges and easements granted and conveyed hereunder shall exist for the benefit of, and be a burden upon, the QuikTrip Property, and the GOP Property and shall run with title to, and be appurtenant to, such Parcels.

13. Notices. All notices required under this Agreement shall be deemed to be properly served if reduced to writing and sent by (i) certified or registered mail; (ii) Federal Express or similar overnight courier; (iii) facsimile transmission; or (iv) personal delivery and the date of such notice will be deemed to have been the date on which such notice is delivered or attempted to be delivered as shown by the certified mail return receipt or a commercial delivery service record or in the case of facsimile on the date of receipt of the transmission as shown on a successful transmission confirmation receipt. All notices shall be addressed as follows, unless otherwise specified in writing:

QUIKTRIP:

QuikTrip Corporation
5725 Foxridge Drive,
Mission, Kansas 66202
Attn: Larry Dickerson, Director of Real Estate Dispositions
Fax: 913-905-2080

with a copy to:

QuikTrip Corporation
P.O. Box 3475, Tulsa, Oklahoma 74101

or, 4705 S. 129th E. Ave., Tulsa, Oklahoma 74134-7008
Attn: General Counsel
Fax: (918) 994-3594

GOP:

Greater Omaha Packing Co. Inc.
3001 L Street
P.O. BOX 7566
Omaha, Nebraska 68107
Phone: (402) 731-1700

14. Remedies. In the event any Owner fails to perform the maintenance, repair or other work required by this Agreement or fails to perform the work in accordance with the requirements of this Agreement or otherwise breaches the terms of this Agreement, the non-defaulting Owner(s) may notify the defaulting Owner and shall specify the deficiencies in the work or the breach. If such deficiencies are not corrected, or the breach not cured, within thirty (30) days after receipt of such notice, then the non-defaulting Owner(s) shall have the right to correct such deficiencies or perform the work (even if such work must be undertaken on the defaulting Owner's Parcel) or cure the breach, and recover all costs and expenses related thereto from the defaulting Owner. If the failure to perform or breach is regarding the maintenance of Easements and such maintenance cannot reasonably be performed within a thirty-day period, then the non-defaulting Owner(s) shall have the right to perform the maintenance (even if such work must be undertaken on the defaulting Owner's Parcel) after a reasonable amount of time has passed after notifying the defaulting Owner, and recover all costs and expenses related thereto, including court costs and attorneys' fees, from the defaulting Owner. Notwithstanding the foregoing, in the event that the failure to perform the work, or failure to perform the work in the manner required in this Agreement or the breach of this Agreement, creates an imminent danger of damage to persons or properties, or jeopardizes the continuance of business operations on any Parcel, no notice shall be required prior to the non-defaulting Owner(s) commencing such work or commencing a cure. Any amounts due and payable to an Owner pursuant to this Agreement shall be paid within thirty (30) days from the date the other Owner is notified of the amounts due. Any amounts not paid when due shall bear interest at a rate equal to the lesser of (i) ten percent (10%) per annum, or (ii) the maximum rate of interest permitted by law. The failure to pay any amounts due pursuant to this Agreement shall not entitle any Owner to file a lien or claim of lien against the Parcel owned by the delinquent Owner.

15. Covenants Run With the Land. All the terms and provisions hereof are and shall be deemed to run with the property described herein and shall burden and benefit such property as described herein and, with respect to such property, each Owner, the holders or owners of any mortgage, indenture, deed of trust or deed to secure debt encumbering any of such property, any purchaser at a foreclosure sale, any other person or entity acquiring any right, title or interest in such property and their respective heirs, executors, administrators, representatives, successors and assigns.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed under seal and delivered by their respective authorized representatives on the day and year first above written.

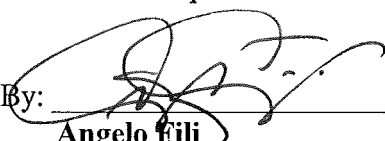
QUIKTRIP:

QUIKTRIP CORPORATION
an Oklahoma corporation

By: 

Larry Dickerson
Director of Real Estate Dispositions

GREATER OMAHA PACKING CO. INC.
a Nebraska corporation

By: 

Angelo Fili
Executive Vice President

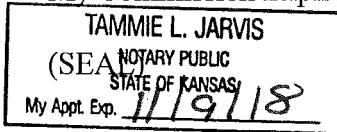
STATE OF KANSAS

COUNTY OF JOHNSON

This instrument was sworn to, subscribed and acknowledged on May 11, 2017 by Larry Dickerson, as Director of Real Estate Dispositions of QuikTrip Corporation, an Oklahoma corporation, on behalf of said corporation.

Tammie L. Jarvis
Notary Public, State of Kansas

My Commission Expires: 11/9/18



STATE OF NEBRASKA

COUNTY OF DOUGLAS

This instrument was sworn to, subscribed and acknowledged on MAY 9, 2017 by Angelo Fili as Executive Vice President of Greater Omaha Packing Co. Inc., a Nebraska corporation, on behalf of said company.

Mark D. Theisen
Notary Public, State of ~~Texas~~ NEBRASKA *WT*

My Commission Expires: 11/7/17

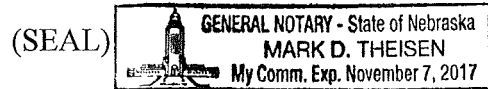


Exhibit A
“QuikTrip Property”

LOT 2 STOCKYARDS PLAZA 2 Replat 1

Exhibit B
"GOP Property"

LEGAL DESCRIPTION

THAT PART OF LOT 3, STOCKYARDS PLAZA 2, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, STOCKYARDS PLAZA FOUR, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA;

THENCE SOUTH 02°38'36" EAST (BEARINGS REFERENCED TO NEBRASKA STATE PLANE NAD83) FOR 12.00 FEET ALONG THE WEST LINE OF SAID LOT 1, TO THE NORTHEAST CORNER OF LOT 3, STOCKYARDS PLAZA 2, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, AND THE TRUE POINT OF BEGINNING;

THENCE ALONG THE LINE COMMON TO LOT 1, STOCKYARDS PLAZA FOUR AND LOT 3, STOCKYARDS PLAZA 2, FOR THE FOLLOWING 3 COURSES;

1) THENCE SOUTH 02°38'36" EAST FOR 339.00 FEET;

2) THENCE SOUTH 87°20'29" WEST FOR 265.13 FEET;

3) THENCE SOUTH 02°38'36" EAST FOR 226.52 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3 AND THE NORTH RIGHT OF WAY LINE OF EDWARD BABE GOMEZ AVENUE;

THENCE NORTH 82°04'44" WEST FOR 457.10 FEET ALONG SAID NORTH RIGHT OF WAY LINE;

THENCE NORTH 55°31'57" WEST FOR 24.10 FEET TO THE EAST RIGHT OF WAY LINE OF SOUTH 33RD STREET;

THENCE NORTH 03°17'22" EAST FOR 133.39 FEET ALONG SAID EAST RIGHT OF WAY LINE;

THENCE NORTH 86°14'56" EAST FOR 259.15 FEET;

THENCE NORTH 02°37'42" WEST FOR 46.50 FEET;

THENCE NORTH 87°22'18" EAST FOR 239.75 FEET;

THENCE NORTH 02°38'24" WEST FOR 90.18 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SAID STOCKYARDS PLAZA 2;

THENCE NORTH 87°22'10" EAST FOR 171.11 FEET ALONG THE SOUTH LINE OF SAID LOT 2 TO THE SOUTHEAST CORNER THEREOF;

THENCE NORTH 02°38'40" WEST FOR 192.85 FEET ALONG THE EAST LINE OF SAID LOT 2 TO THE SOUTH RIGHT OF WAY LINE OF L STREET;

THENCE NORTH 87°11'49" EAST FOR 49.94 FEET ALONG SAID SOUTH RIGHT OF WAY LINE OF THE POINT OF BEGINNING.

TO BE KNOWN AS LOT 2, STOCKYARDS PLAZA 2 REPLAT 1.
CONTAINS 3.257 ACRES.

Exhibit C
 "GOP Access Easement"

LEGAL DESCRIPTION

THAT PART OF LOT 1, STOCKYARDS PLAZA 2 REPLAT 1, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST RIGHT OF WAY LINE OF SOUTH 33RD STREET AND THE NORTHWEST CORNER OF LOT 2, STOCKYARDS PLAZA 2 REPLAT 1;

THENCE NORTH 03°17'22" EAST (BEARINGS REFERENCED TO THE FINAL PLAT OF STOCKYARDS PLAZA 2 REPLAT 1) FOR 21.69 FEET ALONG THE WEST LINE OF LOT 1, STOCKYARDS PLAZA 2 REPLAT 1, TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 03°17'22" EAST FOR 30.16 FEET;

THENCE NORTH 87°22'18" EAST FOR 253.76 FEET TO THE WEST LINE OF LOT 2, STOCKYARDS PLAZA 2 REPLAT 1;

THENCE SOUTH 02°37'42" EAST FOR 30.00 FEET ALONG SAID WEST LINE;

THENCE SOUTH 87°22'18" WEST FOR 256.87 FEET TO THE POINT OF BEGINNING.

CONTAINS 7,659 SQ. FT.

LEGEND

----- LOT LINE
 ----- EASEMENT LINE

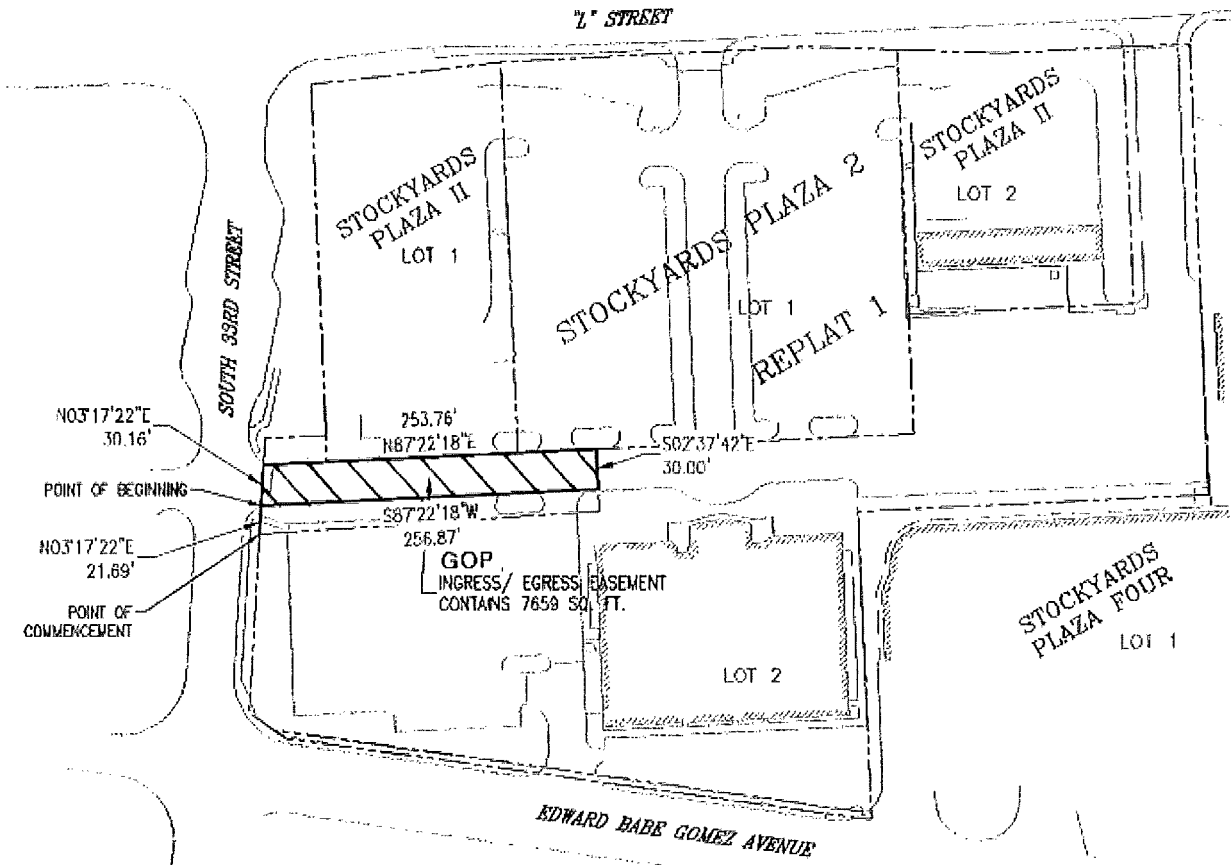
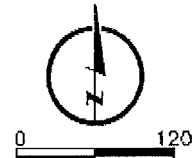


Exhibit D
 "QuikTrip Access Easement"

LEGAL DESCRIPTION

THAT PART OF LOT 2, STOCKYARDS PLAZA 2 REPLAT 1, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2, STOCKYARDS PLAZA 2 REPLAT 1;
 THENCE SOUTH 87°11'49" WEST (BEARINGS REFERENCED TO THE FINAL PLAT OF STOCKYARDS PLAZA 2 REPLAT 1) FOR 8.00 FEET ALONG THE NORTH LINE OF SAID LOT 2, STOCKYARDS PLAZA 2 REPLAT 1, TO THE TRUE POINT OF BEGINNING;
 THENCE SOUTH 02°38'36" EAST FOR 313.16 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 2;
 THENCE SOUTH 87°22'18" WEST FOR 452.80 FEET TO THE WEST LINE OF SAID LOT 2;
 THENCE NORTH 02°37'42" WEST FOR 30.00 FEET ALONG SAID WEST LINE TO THE SOUTH LINE OF LOT 1, STOCKYARDS PLAZA 2 REPLAT 1;
 THENCE NORTH 87°22'18" EAST FOR 418.80 FEET ALONG THE EXTENDED SOUTH LINE OF SAID LOT 1, STOCKYARDS PLAZA 2 REPLAT 1;
 THENCE NORTH 02°38'36" WEST FOR 283.06 FEET WEST OF AND PARALLEL WITH THE EAST LINE TO THE POINT OF BEGINNING.
 CONTAINS 23,210 SQ. FT.

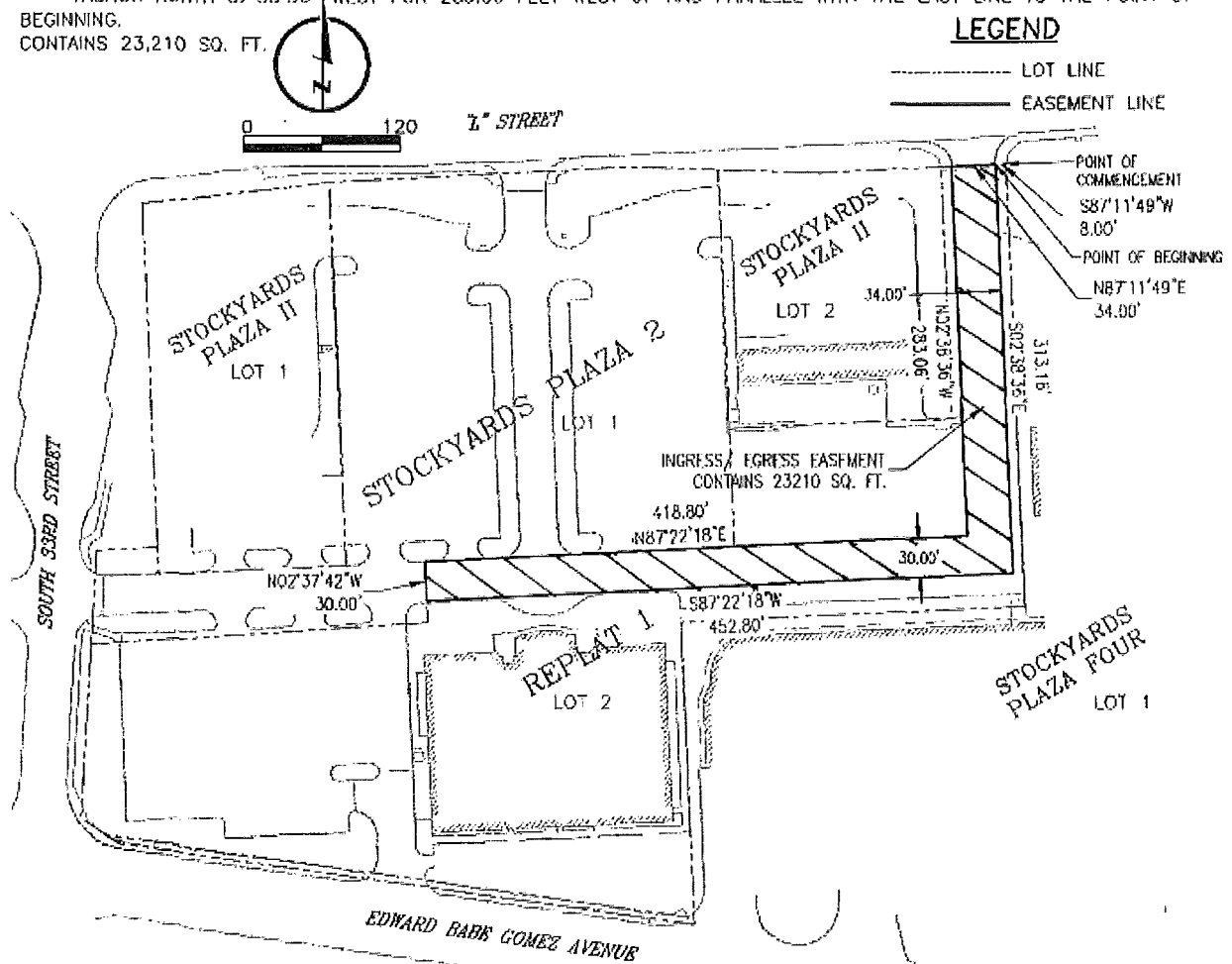


Exhibit E
 "QuikTrip Utility Easement"

LEGAL DESCRIPTION

THAT PART OF LOT 2, STOCKYARDS PLAZA 2 REPLAT 1, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST RIGHT OF WAY LINE OF SOUTH 33RD STREET AND THE NORTHWEST CORNER OF LOT 2, STOCKYARDS PLAZA 2 REPLAT 1;

THENCE NORTH 86°14'56" EAST (BEARINGS REFERENCED TO THE FINAL PLAT OF STOCKYARDS PLAZA 2 REPLAT 1) FOR 259.15 FEET ALONG THE SOUTH LINE OF LOT 1, STOCKYARDS PLAZA 2 REPLAT 1, TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 02°37'42" EAST FOR 20.00 FEET;

THENCE NORTH 87°22'18" EAST FOR 112.03 FEET;

THENCE NORTH 02°37'42" WEST FOR 26.50 FEET TO THE SOUTH LINE OF SAID LOT 1;

THENCE NORTH 87°22'18" EAST FOR 36.00 FEET ALONG SAID SOUTH LINE;

THENCE SOUTH 02°37'42" EAST FOR 46.50 FEET;

THENCE SOUTH 87°22'18" WEST FOR 148.03 FEET TO THE POINT OF BEGINNING.

CONTAINS 3,915 SQ. FT.

LEGEND

— LOT LINE
 — EASEMENT LINE

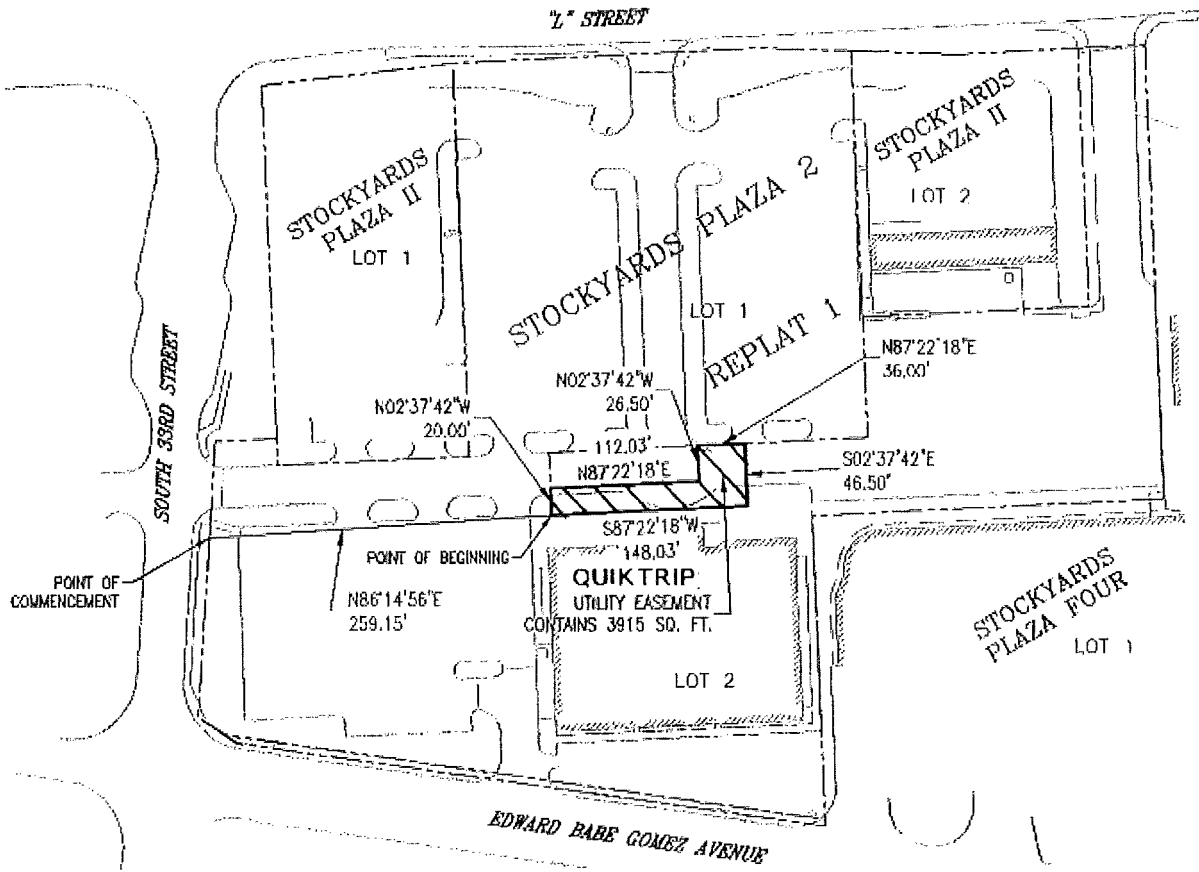
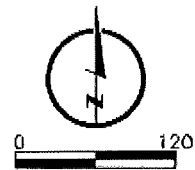


Exhibit F
“QuikTrip Temporary Construction and Grading Easement”
Lot 2 STOCKYARDS PLAZA 2 Replat 1

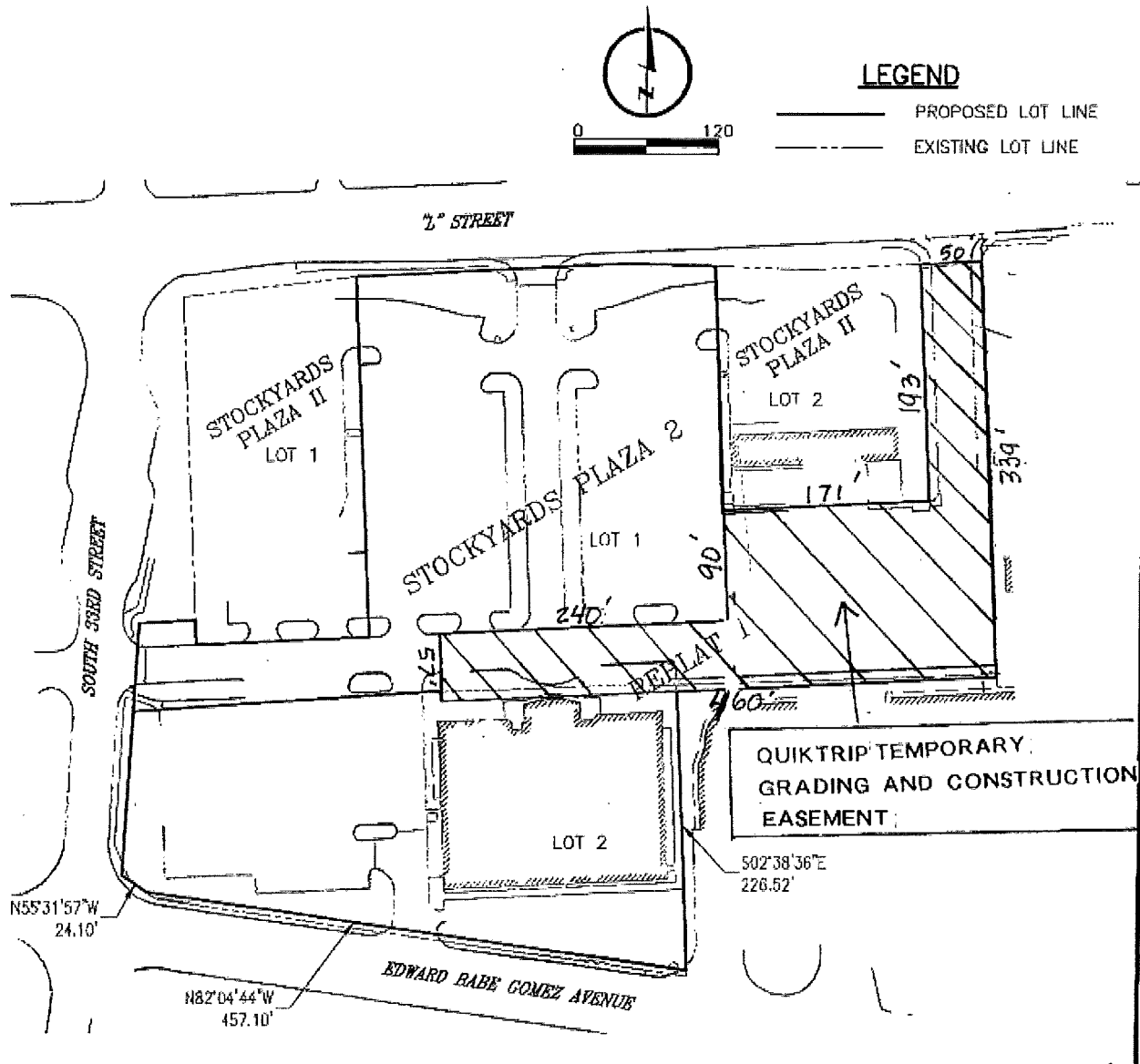
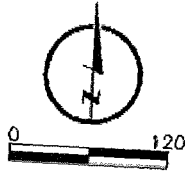


Exhibit G
 "QuikTrip Temporary Storage Area"
 Lot 2 STOCKYARDS PLAZA 2 Replat 1



LEGEND

- PROPOSED LOT LINE
- - - EXISTING LOT LINE

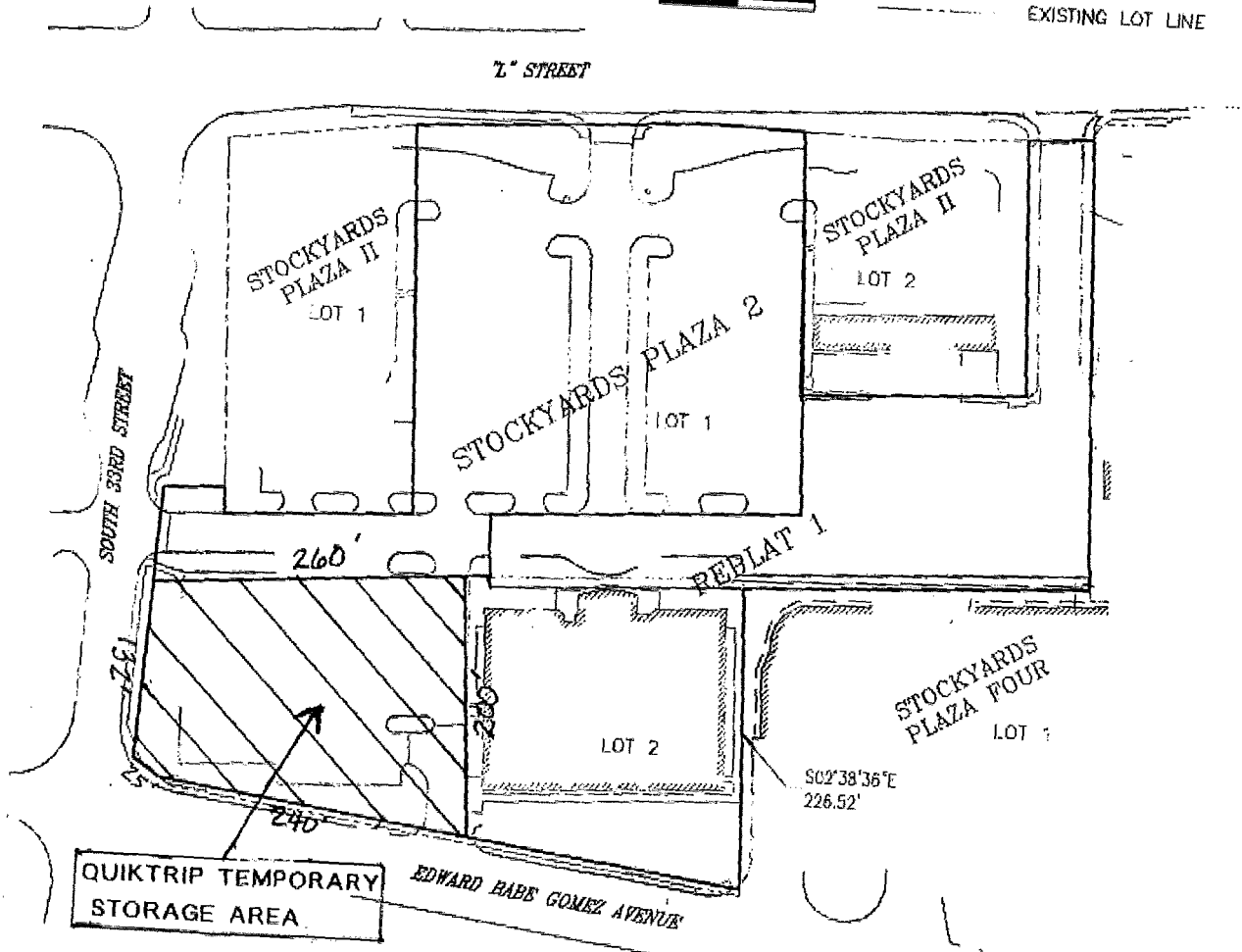


EXHIBIT X

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT made this ____ day of ____ by ____ (the "Lender"), _____ ("Mortgagor") and QUIKTRIP CORPORATION ("QuikTrip").

WHEREAS, the Lender is the Mortgagee under that certain Real Estate Mortgage, Security Agreement, Assignment of Leases and Rents, Financing Statement and Fixture Filing (the " Mortgage") dated effective the ____, from Mortgagor to Lender covering certain real property in ____ County, _____, described on Exhibit "A" attached hereto and made a part hereof (the "Premises"); and

WHEREAS, the Mortgage is recorded in ____ in the office of the County Clerk of ____ County, _____; and

WHEREAS, Mortgagor and QuikTrip desire to enter into a Reciprocal Easement Agreement ("REA") that concerns the Premises; and

WHEREAS, QuikTrip was unwilling to enter into the REA unless Lender agreed to subordinate the Mortgage to the REA, and Lender has so agreed.

WITNESSETH:

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender hereby agrees and covenants as follows:

1. The Recitals are incorporated herein.
2. Lender, as Mortgagee under the Mortgage, does hereby subordinate the Mortgage to the REA, to the end that the REA, and any amendments thereto, shall be superior to the Mortgage.
3. This Subordination Agreement shall be binding upon the Lender, and Lender's successors and assigns, and shall operate to the benefit of QuikTrip, and QuikTrip's successors and assigns.

4. Lender, Mortgagor and QuikTrip hereby agree to execute, acknowledge and deliver such further instruments as may be necessary to effectuate the purposes of this subordination.

“Lender”

By: _____

Name: _____

Title: _____

“Mortgagor”

By: _____

Name: _____

Title: _____

QUIKTRIP CORPORATION

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____, by
_____ in his/her position of _____ for
_____.

Notary Public
My commission expires:
Commission No. _____

(SEAL)

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____, by
_____ in his/her position of _____ for
_____.

Notary Public
My commission expires:
Commission No. _____

[SEAL]

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____, by
_____ in his/her position of _____ for
_____.

Notary Public
My commission expires:
Commission No. _____

[SEAL]

EXHIBIT A

“Premises”