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EASEMENT AGREEMENT

Dated November 1, 1996

Between
Wise Motels, Inc., an Iowa corporation
and
Antique City Amoco, Inc., an Iowa corporation

This instrument was drafted by Sarah Mearns, Real Estate Legal Department, McDonald's Corporation, One McDonald Plaza, Oak Brook, Illinois 60521 (630) 623-3026

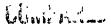
Return to:

Eirst American Title Insurance Company
1150 Metropolitan Centre
1533 South 7th Street A
Mannespoks, MN 55402-7721

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EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, dated November 1, 1996, is between Wise Motels, Inc., an Iowa corporation ("Wise") and Antique City Amoco, Inc., an Iowa corporation ("Amoco"). The fullowing statements are a material part of this agreement:

- A. Wise is the owner of the Parcels 1 and 2 legally described in Exhibit A, attached.
- B. Amoco is the owner of Purcel 3 legally described in Enhibit B, attached,
- C. Wise wishes to grant, and Amoon wishes to receive certain easements over, under and seroes Parcels 1 and 2 legally described in Exhibit A.

THEREFORE, in consideration of TEN AND NO/100THS DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency of which are acknowledged, the following grants, agreements, coverants and restrictions are made:

ACCESS EASEMENT

Wise grants and conveys to Amoco a perpetual, non-exclusive easument for vehicular and pedestrian ingress and egress to and from Parcel 3, appurtenant to Parcel 3, over, upon and across Parcel 1 legally described in Exhibit A, attached.

Wise and Amoco, and any other party subsequently granted the right to use Parcel 1 by the Wise or Wise's heirs, successors or assigns, shall share equally the reusonable cost of maintaining, repairing and renawing the surface of the easement area. Wise shall be responsible for supervising the maintenance and repair of the easement area. If Wise fails to meet these responsibilities. Amoco may maintain and repair the easement area and bill Wise and all other users for its costs. If Amoco is not reimbursed within thirty (30) days from the date of billing for its costs. Amoco, at its discretion, shall have a lien for unpaid costs placed upon the title to Parcel 1 by the Amoco recording a lien claim and notice.

SANITARY SEWER EASEMENT

Wise grants to Amoco a perpetual, non-exclusive easement, appurtenant to Parcel 3, for the purpose of installing, operating, maintaining, repairing, replacing and renewing a sanitary sewer line, septic system and related facilities, over, above, along, under, in and across Parcel 2 described in Exhibit A, attached. The easement area shall include the septic system, if any.

Wise also grants an irrevocable license, coupled with the easement, to use the sanitary sewer line, septic system and all related facilities located in the easement area. No additional charge or fee of any type shall be charged for this license.

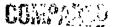
2. USE OF EASEMENT AREAS

Amoco will have the right of ingress and egress across Parcels 1 and 2 for any purpose granted and such ingress and egress will be exercised in a reasonable manner. Where Amoco's facilities have been installed, no trees, permanent buildings or other structures shall be placed in or allowed to encroach upon the easements, and no change of grade elevation or any excavation shall be performed without prior written approval of Amoco, which approval shall not be unreasonably withheld. However, the easement areas may be used for landscaping or other purposes that do not then or later interfere with the granted easement uses.

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3. WARRANTIES OF TITLE

Wise warrants that Wise has good and indefeasible for simple title to the casement premises; that Wise has the full right and lawful authority to grant these easements, that Wise will defend and indemnify Arnoco against all lawful claims, and that Arnoco shall and may peaceably have, hold and enjoy the easements.

4. RUNNING OF BENEFITS

All provisions of this instrument, including the benefits and burdens, run with the land and are burding upon and inure to the benefit of the heirs, assigns, licensees, invitees, successors, tenants, substants, employees and personal representatives of the parties.

5. DEFAULT

If there is a fathere by either party to perform, fulfill or observe any agreement contained within this Ensement Agreement, to be performed, fulfilled or observed by it, continuing for thirty (30) days, or in situations involving potential danger to the health or safety of persons in, on or about or substantial deterioration of Parcel 1 or Parcel 2, in each case after written notice, the other party may, at its election, cure such purpose, or which shall otherwise be due by either party. Any amount which the party so electing shall expend for such purpose, or which shall otherwise be due by either party to the other, shall be paid to the party to whom due on demand, without contest, upon delivery of its invoice, together with interest at the lower of (1) the rate of ten percent (10%) per summ, or (2) the staximum rate permissible from time to time under applicable law, from the date of the expenditure or the date when it shall have become due to the date of payment in full. The provisions of this paragraph shall be in all respects subject and subordinate to the tien of any mortgages or deeds of trust at any time or from time to time on the land of the defaulting party and the rights of the holder or holders of any mortgages or deeds of trust.

6. CONSTRUCTION

The rule of strict construction does not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties to convey a commercially usable right of enjoyment to Amoco is carried out.

7. NOTICE

Wise's address for notices shall be

MISE MOTORS INC.
TO BOX 8
ATLANTIC DA
SCORA

and Amoco's adviress is

Antique City Amoco, Inc. PO Box 318 305 Cora Street Irwin, Iowa 51577

Any party may lodge written notice of a change of address. All notices shall be sent by certified mail, return receipt requested, to the addresses provided for in this paragraph and shall be deemed given when placed in the mail.

TO INDICATE THEIR CONSENT TO THIS AGREEMENT, Wise and Amoco, or their authorized representatives or officers, have signed this document.

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Constitled

WISE MODELS, INC.

Kellyl. Wike, President

By: Dimax (a)

By: Let E Russ

President

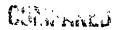
(ATTACH ACKNOWLEDGMENTS AND EXHIBITS A, B)

Exhibit A: legal description of Euromean Percel's. Exhibit B: legal description of Annoco's property

Propared by Any Kurland and Return to: Sarah Means Real Estate Legal Department McDUNALD'S CORPORATION One McDunald's Plaza Oak Brook, Illands 60521

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Water Haller

Lensi Description of Easement Parcels

Parcel I-Access Essensent

A Tract Of Land Located in The Southwest Quarter Of The Northeast Quarter Of Section 4, Township 77 North, Range 38 West Of The 5th P.M., Pottawattamie County, Jowa, Described As Follows:

Commencing At The Center Of Sec 4-77-38; Thence NO 00'00"E Along The West Line Of The SW1/4-NE1/4 Of Sec 4-77-38; A Distance Of 650.00 Feet; Thence NO 60'00"E A Distance Of 75.00 Feet; Thence Continuing NNO 00'00"E A Distance Of 200.00 Feet; Thence SO 00'00"W A Distance Of 50.11 Feet To The Point Of Beginning: Thence S72 07'E A Distance Of 69.35 Feet; Thence S0 00'00"E A Distance Of 55.39 Feet; Thence SNO 00'00"E A Distance Of 56.30 Feet; Thence NO 00'00"E A Distance Of 56.39 Feet To The Point Of Beginning. Containing 0.07 Acres And Subject To Any Or All Excements Of Recurd.

Parcel 2-Saultary Sewer Eesement

A Treet Of Land Located In The Southwest Quarter Of The Northeast Quarter Of Section 4, Township 77 North, Runge 38 West Of The 5th P.M., Pottawattamie County, Iowo, Described As Follows:

A Strip Of Land 10.0 Feet in With Along The Centerline Of An Existing Sanitary Service Line Running North From The North Line Of The Property Legally Described On Exhibit B Attached, To A Sanitary Manhole Located On The East Side Of The Villager Restaurans: Thence Running Northerty To A Sanitary Manhole South Of The Existing Lagoon Which is Connected To The City Of Walnut's Server Main As Of September 1996.

Exhibit A

97-34951

COMMENTED

Amoro Property

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A Tract Of Loud Located in The Southwest Quarter Of The Northeast Quarter Of Section 4, Township 77 North, Range 38 West Of The 5th Pilet., Pottawattantie County, Iowa. Described As Follows:

Commencing At The Center Of The Section 4-77-38: Thence NO 00'00" E Along The West Line Of The NELIA Of Section 4-77-38 A Distance Of 650.00 Feet: Thence NO 00'00" E A Distance Of 75.00 Feet To The Point Of The Beginning: Thence Continuing NO0 00'00" E A Distance Of 200.00 Feet: Thence SO 00'00" W A Distance Of 106.50 Feet: Thence NO 0'00" E A Distance Of 56.00 Feet: Thence NO 00'00" W A Distance Of 283.33 Feet To The Northerly Right Of Way Line Of Intertale Highway No 80: Thence NO2 21'30" W Along Sala Highway Right Of Way Line A Distance Of 232.92 Feet: Thence N34 43'30" W A Distance Of 104.65 Feet: Thence NO 00'00" E A Distance Of 193 82 Feet To The Point Of Beginning. The Above Described Parcel Contains 1.76 Acres.

Exhibit B

97-34952

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CO. Wie Broken

STATE OF IOWA) SS.

On this 7th day of Alaston Dear, 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared KEU.Y L. WISE and Norma K. WISE, to me personally known, who being by me duly sworn, did say that they are the President and Secretary, respectively of Wise Motels, Inc., that said instrument was signed on behalf of said corporation by authority of the Board of Directors; and that the aid Kelly L. Wise and Norma K. Wise, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Notary Public My commission expires:

EATINA RAEPI SEM RI MAN SEMI DIRES 3-1-98

STATE OF IOWA) SS COUNTY OF STIFLDY)

On this 5th day of November 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared from Entrands one personally known, who being by me duly sworn, did say that he is the President of said Antique City Amoco, Inc., that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said from Entrands as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

Janna karmunu Notary Public

My commission expires:

JEANNA RASANIJSERI MY RAMMISSHAV EXPIRES

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