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LANCASTER COUNTY, NE

INST. NO 2005

037479

BLOCK

COPIED
CHECKED
ENTERED
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Lincoln, Nebraska
West "O"/Sunvalley
L/C:026-0151
File: 43068

Prepared by: Kathy Madigan
After recording, return to: Kim Delmedico
McDONALD'S USA, LLC
One McDonald's Plaza
Oak Brook, Illinois 60523

MEMORANDUM

THIS MEMORANDUM is dated May 18, 2005 between **GAS 'N' SHOP, INC., a Nebraska corporation** ("Company") whose address is 701 Marina Bay Place, Lincoln, Nebraska 68521 and **McDONALD'S USA, LLC, a Delaware limited liability company** ("McDonald's") whose principal place of business is located at One McDonald's Plaza, Oak Brook, Illinois 60523.

Company and McDonald's have entered into a Small Town Oil Lease and Operating Agreement dated November 24, 2004 (the "Agreement").

Company is the lessee of the real property described in Exhibit A, attached (the "Premises"). Company hereby subleases to McDonald's a portion of the building located on the Premises (the "Common Building"), together with the herein described easements, as shown on Exhibit B, attached (the "McDonald's Premises").

1. **TERM: TO HAVE AND TO HOLD** for a term commencing on February 9, 2005 and ending 10 years from the date upon which the McDonald's Restaurant referred to in the Agreement opens for business to the public on the Premises.

2. **OPTION TO EXTEND:** The term of the Agreement will be automatically extended for six (6) successive periods of five (5) years each, aggregating 30 years.

3. **EASEMENTS:** Company grants to McDonald's, appurtenant to the McDonald's Premises: (i) a non-exclusive easement over all of those portions of the Premises shown on Exhibit B as parking and driveway areas for ingress/egress and parking purposes for the benefit of McDonald's, its invitees, licensees, assigns, subtenants and patrons; (ii) an exclusive easement for the operation of a drive-thru as set forth on Exhibit B, including but not limited to, a drive-thru lane, directional signage, vehicle detector, concrete pad and menu board; (iii) a non-exclusive easement for pedestrian ingress and egress to and from the McDonald's Premises, over, upon, through and across the Premises; (iv) a license to use, coupled with McDonald's easement, such utilities and related facilities supplied, installed or otherwise controlled by Company; (v) an exclusive easement for the installation, repair, maintenance, operation, replacement and renewal of the signage shown in the Agreement together with the necessary electrical conduit; (vi) the right to use the trash corral and dumpster shown on Exhibit B in common with Company for the purpose of disposing of the trash from the McDonald's Premises; (vii) the right for McDonald's invitees, licensees, subtenants, employees and patrons to use the restrooms located in the Common Building; and (viii) air rights over the Common Building and the right to place antennae on the roof of the Common Building.

4. **RIGHT OF FIRST REFUSAL:** Company grants McDonald's the right of first refusal to purchase the Premises.

5. **MEMORANDUM:** The rentals to be paid by McDonald's and all of the obligations and rights of Company and McDonald's are set forth in the Agreement executed by the parties. This instrument is merely a Memorandum and is subject to all of the terms, conditions and provisions of the Agreement. Except for the terms specified in Article 1 set forth above, in the event of any inconsistency between the terms of the Agreement and this instrument, the terms of the Agreement shall prevail as between the parties. This Memorandum is binding upon and shall inure to the benefit of the heirs, successors, assigns, executors and administrators of the parties.

CTC 29205

Change CAP 25.50

PIONEER TITLE AND ESCROW COMPANY
10730 PACIFIC STREET SUITE 107
OMAHA NEBRASKA 68114-4700

R 6510

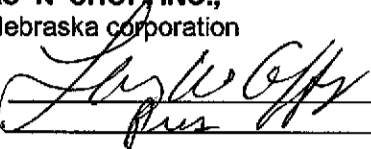
6. EXHIBITS:

Exhibit A Legal Description of the Premises
Exhibit B Sketch of the McDonald's Premises

To indicate their agreement to the above, the parties or their authorized representatives or officers have signed this document.


COMPANY:
GAS 'N' SHOP, INC.,
a Nebraska corporation

By:
Its:



McDONALD'S:
McDONALD'S USA, LLC,
a Delaware limited liability company

By:
Its:

 KD
_____ Mahrukh Hussain, Senior Counsel

ACKNOWLEDGEMENT

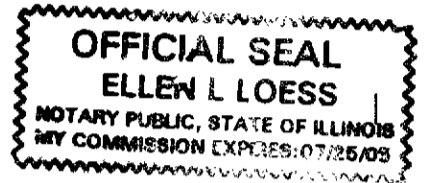
STATE OF ILLINOIS)
) SS:
COUNTY OF DUPAGE)

I, Ellen L. Loess, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Mahrukh Hussain, Senior Counsel of McDonald's USA, LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Senior Counsel appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act as such Senior Counsel as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 30 day of March, 2005.

Ellen L. Loess
My commission expires 7/25/05

ACKNOWLEDGEMENT



STATE OF Nebr)
) SS:
COUNTY OF LANCASTER

I, PENNY A. KREMER, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that LARRY W. Coffey, President of Gas 'N' Shop, Inc., a Nebraska corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such PRESIDENT appeared before me this day in person and acknowledged that (he) (she) signed, sealed and delivered the said instrument as (his) (her) free and voluntary act as such President as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 18th day of MAY, 2005.

Penny A. Kremer
My commission expires 1-19-07

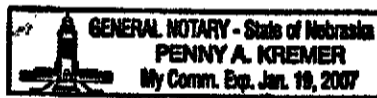


EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

EXHIBIT "A"

A tract of land out of and a part of Lot 98, Irregular Tracts in the Northeast Quarter of Section 27, Township 10 North Range 6 East of the 6th P.M., Lincoln, Lancaster County, Nebraska, and being more particularly described by metes and bounds as follows to wit; Beginning at a 5/8 inch x 30 inch rebar for the Northeast corner of the tract herein described on the South right of way line of West "O" Street, said point also being the Northeast corner of said Lot 98, Irregular Tracts, and being South 89 degrees 28 minutes 18 seconds West 754.10 feet, and South 00 degrees 31 minutes 42 seconds East 92.32 feet from the Northeast corner of the aforesaid Section 27; thence South 00 degrees 09 minutes 09 seconds East (assumed bearing) a distance of 79.10 feet along and with the East line of said Lot 98, Irregular Tracts to the point of curvature of a curve to the right, having a central angle of 07 degrees 40 minutes 00 seconds, a radius of 2172.01 feet, an arc length of 290.63 feet, and a chord bearing South 03 degrees 41 minutes 00 seconds West 290.42 feet; thence Southwesterly along and with the arc of said curve, a distance of 290.63 feet to the point of tangency thereof; thence South 07 degrees 31 minutes 00 seconds West, continuing along the aforesaid East line of Lot 98, Irregular Tracts, a distance of 150.79 feet, to a point thereon for the Southeast corner of the tract herein described; thence North 89 degrees 54 minutes 00 seconds West, a distance of 708.04 feet, to the Southeast corner of Lot 70, Irregular Tracts and being the Southwest corner of the tract herein described; thence North 00 degrees 06 minutes 00 seconds East, a distance of 518.50 feet along and with the East line of said Lot 70, Irregular Tracts, to the Northeast corner thereof and the Northwest corner of the tract herein described, on the South right of way line of "O" Street; thence South 89 degrees 53 minutes 55 seconds East, a distance of 745.31 feet along and with the said South right of way line to the place of beginning.

EXHIBIT B

PLANS OF THE McDONALD'S PREMISES, EASEMENTS AND RESTROOMS

