

CROSS EASEMENT AGREEMENT
(Ramsey, Minnesota)

THIS AGREEMENT, effective as of May ____, 2004 (the "Effective Date"), by **Holiday Stationstores, Inc.**, a Minnesota corporation ("Holiday) and **Top Ten Center, LLC**, a Minnesota limited liability company ("Top Ten").

RECITALS

Holiday is the fee owner of certain real property located in Anoka County, Minnesota, which real property is legally described on Exhibit A (the "Holiday Property").

Top Ten is the fee owner of certain adjacent real property located in Anoka County, Minnesota, which real property is legally described on Exhibit B (the "Top Ten Property"), and on which is currently located an MGM liquor store. The Top Ten Property is currently subject to a Lease Agreement between Top Ten and _____ dated _____, as amended by _____ (the "MGM Lease").

Holiday and Top Ten desire to grant and receive reciprocal easements for vehicular and pedestrian ingress and egress purposes over and across certain portions of the Holiday Property and the Top Ten Property (individually, a "Property" and, collectively, the "Properties"), as more further described in this Agreement.

Now, therefore, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Driveway Easement to Top Ten.** Holiday hereby grants to Top Ten, as an easement appurtenant to the Top Ten Property, a nonexclusive easement for vehicular and pedestrian ingress and egress purposes over and upon that portion of the Holiday Property designated on Exhibit C as "Driveway Easement" (the "Top Ten Driveway Easement").

2. **Grant of Driveway Easement to Holiday.** Top Ten hereby grants to Holiday, as an easement appurtenant to the Holiday Property, a nonexclusive easement for vehicular and pedestrian ingress and egress purposes over and upon that portion of the Top Ten Property designated on Exhibit C as "Driveway Easement" (the "Holiday Driveway Easement").

3. **Use of the Driveway Easement.** The Holiday Driveway Easement and the Top Ten Driveway Easement are collectively referred to in this Agreement as the "Driveway Easement. The Driveway Easement shall be used solely for vehicular and pedestrian ingress and egress purposes; provided, however, that the owner of each Property ("Owner") reserves the right to any subsurface use of the Driveway Easement located on the Property owned by that Owner and the right to install and maintain any pipes, conduits,

wires and the like under, upon or over the respective Driveway Easement which do not unreasonably interfere with the dominant Owner's use of the Driveway Easement and provided, further, that the servient Owner shall promptly repair any damage to the Driveway Easement caused by such subsurface use. This Agreement does not dedicate the Driveway Easement for public use or to the public in any manner whatsoever.

4. **Installation of Driveway Surface.** Top Ten shall construct the surface of the portion of the Driveway Easement shown on Exhibit C ("Driveway Installation"). Any Driveway Installation described in this Section shall include without limitation (a) earth work and grading; (b) the installation of an asphalt surface; and (c) new curbing, as may be required.

5. **Maintenance and Repair of the Driveway Easement.** Each Owner shall maintain the portion of the Driveway Easement on its property ("Maintenance"). The Owners agree that Maintenance shall include without limitation (a) maintaining the surfaces at such grades and levels that they may be used and enjoyed as contiguous and homogeneous common areas; (b) maintaining the surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or of similar quality, use and durability; and (c) removing all papers, debris, snow, ice, filth and refuse and thoroughly sweeping the Driveway Easement to the extent reasonably necessary to keep the Driveway Easement in a neat, clean and orderly condition. Each Owner further covenants and agrees to pay all real estate taxes and assessments for its respective Property, subject to a bonafide contest which does not jeopardize the other Owner's rights pursuant to this Agreement.

6. **Rules and Regulations.** Holiday and Top Ten shall have the right to enact reasonable rules concerning the conduct and operation of the Driveway Easement situated on their respective Property.

7. **Barriers.** Neither Owner may erect curbs, fences and landscaping or other abutments on their respective Property which would in any way detract, prevent, hinder or interfere in any way with the free flow and passage of vehicular and pedestrian traffic over, to, from and between the Holiday Driveway Easement and the Top Ten Driveway Easement, pursuant to the terms of this Agreement.

8. **Insurance and Indemnification.** Commencing with the date of this Agreement and hereafter, each Owner shall, at its own expense, maintain general public liability insurance against claims for personal injury or death or property damage occasioned by accident occurring upon, in or about their respective Driveway Easement. Each Owner will indemnify the other Owner and hold the other Owner harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury or damage to property or any of the above, occasioned wholly or in part by any act or omission of such Owner, its tenants, subtenants, agents, employees, licensees or invitees on the Driveway Easement. The insurance coverage required under this Section shall extend to any liability of the parties arising out of the above indemnities.

9. **Notices.** Any notice to be given by a party to this Agreement shall be personally delivered or be sent by registered or certified mail, or by a nationally recognized overnight courier that issues a receipt to the other parties in this Section (or to such other address as may be designated by notice to the other parties), and shall be deemed given upon the earlier of personal delivery, the date postmarked, delivery to such courier or the refusal to accept such service:

If to Holiday: Holiday Stationstores, Inc.
4567 American West Boulevard
Minneapolis, MN 55437
Attn: Real Estate Department

If to Top Ten: Top Ten, LLC
22400 Meadowvale Road
Eden Prairie, Minnesota 55330
Attention: General Manager

10. **Warranties of Title.** Each party warrants to the other party that (a) the warranting party has good and indefeasible fee simple title to its respective Property; (b) the warranting party has the full right and lawful authority to grant the respective easements described in this Agreement; (c) the warranting party will defend and indemnify the other party against all lawful claims; and (d) the other party shall and may peaceably have, hold and enjoy the easements described in this Agreement.

11. **The Running of Benefits and Burdens.** All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and shall inure to the benefit of the assigns, licensees, invitees, successors, tenants and employees of the parties to this Agreement.

12 **Default.** If either Owner fails to perform, fulfill or observe any agreement contained in this Agreement to be performed, fulfilled or observed by it (the "Responsible Party"), which failure shall continue for thirty (30) days, the other Owner may, at its election, cure such failure or breach on behalf of the Responsible Party (the "Curing Party"). The thirty (30) day cure period shall not apply (a) in the case of an emergency in which event an immediate cure shall be required; and (b) where a default is not susceptible of cure within thirty (30) days and the Responsible Party commences the performance, fulfillment or observance within the thirty (30) day period and diligently prosecutes the same thereafter. Any amount expended by the Curing Party for such purpose, or which shall otherwise be due by either Owner to the other pursuant to this Agreement, shall be paid to the Owner to whom due on demand, without contest, upon delivery of its invoice, together with interest at the lower of (i) the rate of twelve percent (12%) per annum; or (ii) the maximum rate permissible from time to time under applicable law, from the date of the expenditure or the date when it shall become due to the date of payment in full. Nothing set forth in this Section shall deny (1) the Owner to whom the amount is owed from a right to a lien against the title to the Property of the Owner failing to pay; or (2) either Owner the right to

appropriate injunctive relief upon breach of any of the terms, covenants and conditions of this Agreement.

13. **Reasonable Construction.** The rule of strict construction does not apply to this Agreement. This Agreement shall be given a reasonable construction so that the intention of the parties is carried out.

14. **Amendments.** The parties hereto acknowledge and agree that this Agreement shall not be modified or amended without the written approval of each of the parties or their successors or assigns. If an Owner at any time purchases the other Owner's Property, the purchasing Owner may unilaterally terminate this Agreement.

15. **Termination of Covenant or Liability, Term.** Whenever a transfer of ownership of either the Holiday Property or the Top Ten Property occurs, liability of the transferor for breach of any covenants occurring thereafter automatically terminates; provided, however, such transferor shall remain liable for any sums of money or obligations incurred prior to such transfer. This Cross Easement Agreement may be terminated by either party by thirty (30) days notice to the other party.

16. **Counterparts; Facsimiles.** This Agreement may be executed in any number of counterparts. All of the signatures to this Agreement taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Facsimile signatures on this Agreement shall be treated as originals until the actual original signatures are obtained.

IN AGREEMENT, the parties have executed this Cross Easement Agreement as of the date and year first above written.

HOLIDAY STATIONSTORES, INC.

TOP TEN CENTER, LLC

By _____
Title _____

By _____
Title _____

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing Cross Easement Agreement was acknowledged before me this ____ day of May, 2004 by _____, Assistant Secretary of Holiday Stationstores, Inc., on behalf of the corporation.

Notary Public

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing Cross Easement Agreement was acknowledged before me this ____ day of May, 2004 by Ronald J. Touchette, General Manager of Top Ten Center, LLC, on behalf of the limited liability company.

Notary Public

THIS INSTRUMENT DRAFTED BY:

Holiday Companies
Legal Department (RCC)
4567 American West Boulevard
Minneapolis, MN 55437
952/830-8700

EXHIBIT A
TO CROSS EASEMENT AGREEMENT

Legal Description of the Holiday Property

That part of the West 31 rods of the Southwest Quarter of the Southwest Quarter of Section 27, Township 32 North, Range 25 West, Anoka County, Minnesota, described as follows:

Commencing at the intersection of the West line thereof and the Southerly right of way line of the Great Northern Railway; thence South along said West line thereof to its intersection with the Northerly right of way line of United States Highway No. 10; thence Southeasterly along said Northerly right of way line of United States Highway No. 10, a distance of 299.65 feet; thence North in a straight line to a point on the Southerly right of way line of said Great Northern Railway distance 297.57 feet Southeasterly from the West line of said Southwest Quarter of Southwest Quarter as measured along said Southerly right of way line; thence Northwesterly along said Southerly right of way line a distance of 297.57 feet to the point of beginning.

EXHIBIT B
TO CROSS EASEMENT AGREEMENT

Legal Description of the Top Ten Property

Unplatted Ramsey Twsp All Th Pt Of The W 31 Rods Of The SW1/4 Of The SW1/4 Of Sec 27--32-25 Desc As Fol-Com At The Intersection Of The W Line Of Sd SW1/4 Of The SW1/4 With The Sly Rt Of Way Line Of Great Northernrailway-Th Sely Along Sd Sly Rt Of Way Line A Dist Of 297.57 Ft To The Act Pt Of Beg Of The Tr Of Land To Be Desc-Th Cont Sely Along Sd Sly Rt Of Way Line A Dist Of 261.50 Ft More Or Le Ss To Its Intersection With The E Line Of Sd W 31 Rods-Th S Along Sd Eline & Same Extended To The Nly Rt Of Way Line Of U S Hwy 10-Thnwly Along The Nly Rt Of Way Line Of U S Hwy 10 To A Pt Dist 299 .65 Ft Sely From The W Line Of Sd SW1/4 Of SW1/4 As Meas A-Long Sd Nly Rt Of Way Line-Th N To The Act Pt Of Beg-Ex Th Pt Which Is Lot 6, Aud Sub 31

