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ESTOPPEL CERTIFICATE

GUS & JACK'S TIRE SHOP, a Montana corporation ("G&J"), hereby certifies to GF-10TH AVENUE, L.P., a Texas limited partnership ("GF"), and to SPIRIT FINANCE ACQUISITIONS, LLC, a Delaware limited liability company ("Spirit"), with respect to that certain real property located in Great Falls, Cascade County, Montana and described on Exhibit "B" attached hereto (the "Property"), that all of the following statements are true and correct:

1. Attached hereto as Exhibit "A" is a true, correct and complete copy of that certain Easement and Restriction Agreement (the "Easement Agreement") dated as of May 15, 2003 between GF and G&J concerning the Property.

2. The Easement Agreement constitutes the entire agreement between GF and G&J with respect to the Property.

3. The Easement Agreement is in full force and effect and has not been amended, modified, extended or renewed, whether verbally or in writing, and to G&J's knowledge, no default on the part of GF or G&J exists and no circumstances or state of facts exist which with notice, the passage of time, or both, could constitute a default under the Easement Agreement.

4. To G&J's knowledge, no claim, controversy, dispute, quarrel or disagreement exists between G&J and GF with respect to the Property and/or the Easement Agreement.

5. To G&J's knowledge, there is no amount due and payable by GF to G&J as of the date hereof under the Easement Agreement.

6. G&J acknowledges and agrees that this Certificate may be relied upon (and is being relied upon) by GF and Spirit and their respective successors and assigns.

7. This Certificate shall inure to the benefit of GF and Spirit and their respective successors and assigns and shall be binding upon G&J and G&J's successors and assigns.

Executed and effective as of the ___ day of April, 2004.

GUS & JACK'S TIRE SHOP, a Montana corporation

By: J. Mark Rothwell
J. Mark Rothwell, President

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Exhibit A

EASEMENT AND RESTRICTION AGREEMENT

This Easement and Restriction Agreement (this "Agreement") is made effective as of the 15th day of MAY, 2003 (the "Effective Date"), by GF-10TH AVENUE, L.P., a Texas limited partnership ("GF"), and GUS & JACK'S TIRE SHOP, a Montana corporation ("G&J").

WITNESSETH:

WHEREAS, GF is the current fee owner of those certain tracts of land (collectively, the "GF Parcel") that are located in Great Falls, Cascade County, Montana, are reflected as Lot 3 and Lot 4 on the site plan (the "Site Plan") that is attached hereto as Exhibit A and made a part hereof for all purposes and are described on Exhibit B attached hereto and made a part hereof for all purposes; and

WHEREAS, G&J is the current fee owner of that certain tract of land (the "G&J Parcel") that is located in Great Falls, Cascade County, Montana, is reflected as Lot 5 on the Site Plan and is described on Exhibit C attached hereto and made a part hereof for all purposes. G&J is also the owner of that certain tract of land ("Lot 19A") that is located in Great Falls, Cascade County, Montana, is reflected as Lot 19A on the Site Plan and is described on Exhibit D attached hereto and made a part hereof for all purposes; and

WHEREAS, GF has agreed to grant to G&J (a) an ingress and egress easement on, over and across those portions of the GF Parcel on which the Driveways (as hereinafter defined) may now or hereafter be situated and (b) a parking easement to use the parking spaces that may now or hereafter be situated on the GF Parcel pursuant to the terms and conditions of this Agreement as set forth on the Site Plan; and

WHEREAS, G&J has agreed to grant to GF (a) an ingress and egress easement on, over and across those portions of the G&J Parcel on which the Driveways may now or hereafter be situated, (b) a temporary construction easement to enable GF to enter upon the G&J Parcel in order to (i) construct a Sanitary Sewer which will connect the Sanitary Sewer that is currently located on the G&J Parcel with the Sanitary Sewer that is to hereafter be constructed by GF on the GF Parcel and/or (ii) vacate the sanitary sewer easement that is currently located on the GF Parcel and/or reroute the Sanitary Sewer that is currently located on the G&J Parcel to 9th Street, and (c) a parking easement to use the parking spaces that may now or hereafter be situated on the G&J Parcel pursuant to the terms and conditions of this Agreement and as set forth on the Site Plan; and

WHEREAS, G&J has also agreed to not (a) increase the size of the building that is currently located on the G&J Parcel (the "Existing Building") to more than 6,500 square feet or (b) construct any additional building on the G&J Parcel unless and until G&J causes such additional parking spaces as may be necessary for such increased size or new construction to comply with all applicable laws.

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NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and the terms, provisions and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GF and G&J hereby agree as follows:

1. Driveway Easements.

- (a) GF hereby grants for the benefit of all present and future owners of the G&J Parcel, as well as such owners' employees, tenants, subtenants, successors, assigns, invitees and permittees, and the employees and invitees of the tenants or subtenants of such owners, a perpetual, non-exclusive easement for vehicular and pedestrian ingress and egress on, over and across those portions of the GF Parcel on which the Driveways may hereafter be situated. Any and all Driveways shall be located as set forth on the Site Plan. G&J shall have the right to approve any substantive changes to the Site Plan proposed by GF, which approval by G&J shall not be unreasonably withheld, but G&J shall have no right to change the Site Plan without the prior written approval of GF.
- (b) G&J hereby grants for the benefit of all present and future owners of the GF Parcel, as well as such owners' employees, tenants, subtenants, successors, assigns, invitees and permittees, and the employees and invitees of the tenants or subtenants of such owners, a perpetual, non-exclusive easement for vehicular and pedestrian ingress and egress on, over and across those portions of the G&J Parcel on which the Driveways may hereafter be situated. Any and all Driveways shall be located as set forth on the Site Plan.
- (c) No owner of any portion of the GF Parcel or the G&J Parcel on which a Driveway is located shall place any obstacles on, over, across or around a Driveway or take any other action that would interfere with the free flow of vehicular traffic on, over and across a Driveway, except that Hastings Entertainment, Inc., as tenant on the GF Parcel pursuant to the Lease Agreement with GF dated May ____, 2003 (the "Lease"), shall be allowed to place, operate, maintain, replace and relocate a video return drop box in the parking area of the GF Parcel at the location marked on the Site Plan. The owners of the GF Parcel and the G&J Parcel shall reasonably cooperate with each other so that the Driveways are smooth and level for vehicular access.
- (d) Notwithstanding anything contained in this Agreement to the contrary, if required by any governmental authority to relocate any of the Driveways on its respective Parcel, the owner of the GF Parcel and the owner of the G&J Parcel shall each have the right to relocate those portions of the Driveways that are located on its respective Parcel so long as (i) the new Driveways are at least as wide and are constructed with at least the quality as the original Driveways, (ii) the new Driveways do not interfere with the free flow of vehicular traffic between the GF Parcel and the G&J Parcel, (iii) the locations of the Driveways along the boundaries of the GF Parcel and the G&J Parcel are not altered or relocated, and (iv) the Driveways continue to provide access for the GF Parcel and the G&J Parcel to 10th Avenue South. All costs and expenses relating

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to the relocation of the Driveways shall be borne by the owner desiring and performing such relocation.

- (e) If G&J hereafter (i) constructs additional improvements on and develops Lot 19A or constructs additional improvements for retail purposes on the G&J Parcel and (ii) constructs a driveway on Lot 19A which naturally and reasonably connects with a Driveway that is then located on the GF Parcel and/or the G&J Parcel at the boundary between Lot 19A and the GF Parcel and/or the G&J Parcel, as applicable (the "Lot 19A Driveway"), then (y) G&J hereby grants for the benefit of all present and future ~~owners of the GF Parcel, as well as such owners' employees, tenants, subtenants,~~ successors, assigns, invitees and permittees, and the employees and invitees of the tenants or subtenants of such owners, a perpetual, non-exclusive easement for vehicular and pedestrian ingress and egress on, over and across the Lot 19A Driveway, together with a perpetual non-exclusive easement to use the parking spaces that may then be situated on Lot 19A so long as and to the extent that the Lot 19A Driveway remains in a location which naturally and reasonably connects with a Driveway that is then located on the GF Parcel and/or the G&J Parcel and (z) GF hereby grants for the benefit of all present and future owners of Lot 19A, as well as such owners' employees, tenants, subtenants, successors, assigns, invitees and permittees, and the employees and invitees of the tenants or subtenants of such owners, a perpetual non-exclusive easement for vehicular and pedestrian ingress and egress on, over and across the Driveways that are hereafter located on the GF Parcel, together with a perpetual non-exclusive easement to use the parking spaces that may then be situated on the GF Parcel so long as and to the extent that the Lot 19A Driveway remains in a location which naturally and reasonably connects with a Driveway that is then located on the GF Parcel. If the Lot 19A Driveway is constructed, then, promptly after the written request of GF, the owner of Lot 19A agrees to execute a supplement to this Agreement which reflects the actual location of the Lot 19A Driveway and incorporates the rights, duties and obligations of the owner of Lot 19A concerning the Lot 19A Driveway.
- (f) For purposes of this Agreement, "Driveways" shall mean those certain driveways that are hereafter located on the GF Parcel and/or the G&J Parcel and are reflected as a "Driveway" on the Site Plan, together with any replacement Driveways if an original Driveway is hereafter relocated pursuant to Section 1(d) of this Agreement. For purposes of this Agreement, "Driveways" shall not mean or include the Lot 19A Driveway.
- (g) Each Driveway shall be constructed with materials and with a depth and a quality at least equal to other comparable retail developments in Great Falls, Montana or as otherwise recommended by a recognized civil engineer in the State of Montana.

2. Temporary Construction Easement for Sanitary Sewer.

- (a) G&J hereby grants for the benefit of all present and future owners of the GF Parcel a temporary construction easement to enable GF to enter upon the G&J Parcel in order

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to, at GF's option, (i) connect the Sanitary Sewer that is currently located on the G&J Parcel with the Sanitary Sewer that is to hereafter be constructed by GF on the GF Parcel and/or (ii) vacate the sanitary sewer easement that is currently located on the GF Parcel and/or reroute the Sanitary Sewer that is currently located on the G&J Parcel to 9th Street. Notwithstanding anything to the contrary contained herein, the Sanitary Sewer on the G&J Parcel shall be located only within the currently existing sanitary sewer easement on the G&J Parcel as set forth on the Site Plan.

- (b) Notwithstanding anything contained in this Agreement to the contrary, the owner of the GF Parcel and the owner of the G&J Parcel shall have each have the right to relocate the Sanitary Sewer that is located on its respective Parcel so long as (i) the new Sanitary Sewer has a size and a capacity at least as large as the original Sanitary Sewer, (ii) (if the Sanitary Sewer on the G&J Parcel is hereafter connected to a Sanitary Sewer on the GF Parcel) the location of the Sanitary Sewer along the boundary of the GF Parcel and the G&J Parcel is not altered or relocated and (iii) the Sanitary Sewer continues to provide sanitary sewer service for the GF Parcel and the G&J Parcel and the properties located adjacent thereto in a manner equal to or greater than the service provided prior to the relocation of the Sanitary Sewer. All costs and expenses relating to the relocation of the Sanitary Sewer shall be borne by the owner desiring and performing such relocation.
- (c) For purposes of this Agreement, a "Sanitary Sewer" shall mean the sanitary sewer that is currently located on the G&J Parcel within the currently existing sanitary sewer easement on the G&J Parcel as set forth on the Site Plan and the sanitary sewer that is to hereafter be constructed by GF (if GF hereafter elects to construct the Sanitary Sewer as provided in Section 6(a) of this Agreement) and is to be located on the GF Parcel, together with any replacement Sanitary Sewer if an original Sanitary Sewer is hereafter relocated pursuant to Section 2(b) of this Agreement.

3. Parking Easements.

- (a) GF hereby grants for the benefit of all present and future owners of the G&J Parcel, as well as such owners' employees, tenants, subtenants, successors, assigns, invitees and permittees, a perpetual, non-exclusive easement to use the parking spaces that may now or hereafter be situated on the GF Parcel. Any and all such parking spaces shall be located as set forth on the Site Plan.
- (b) G&J hereby grants for the benefit of all present and future owners of the GF Parcel, as well as such owners' employees, tenants, subtenants, successors, assigns, invitees and permittees, a perpetual, non-exclusive easement to use the parking spaces that may now or hereafter be situated on the G&J Parcel. Any and all such parking spaces shall be located as set forth on the Site Plan.
- (c) The owners of the GF Parcel and the G&J Parcel shall reasonably cooperate with each other so that the parking spaces located on their respective Parcels are smooth and level for vehicular access and parking.

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- (d) Notwithstanding anything in this Agreement to the contrary, the owner of the GF Parcel and the owner of the G&J Parcel shall each have the right to relocate the parking spaces that may now or hereafter be located on its respective Parcel so long as the size, number and location of the parking spaces on its respective Parcel at all times satisfy and comply with all applicable laws, statutes and ordinances and this Agreement. All costs and expenses relating to the relocation of any parking spaces shall be borne by the owner desiring and performing such relocation. GF and G&J shall each have the right to use compact parking spaces on their respective Parcel.

4. Additional Obligations. As part of the development of the GF Parcel, GF agrees to also cause (a) any buildings and improvements, including asphalt and concrete, that are currently located on the G&J Parcel (other than the Existing Building) to be demolished (including the small tan warehouse building which is currently located on the G&J Parcel), but excluding the north sidewalk on the G&J Parcel that is adjacent to 10th Avenue South and the pole sign that is currently existing on the G&J Parcel, (b) all portions of the G&J Parcel (other than where the Existing Building is located) to be graded, (c) those portions of the G&J Parcel (other than those portions reflected as "Future Development" on the Site Plan and the portion where the Existing G&J Parcel Building is located) to be paved for a Driveway and parking spaces as reflected on the Site Plan and (d) a landscape/detention area to be constructed on the G&J Parcel if a landscape/detention area is required by any applicable governmental entity with respect to the GF Parcel and in a location on the G&J Parcel that is to be determined by the owner of the G&J Parcel in accordance with local laws and regulations so as to provide all necessary storm detention/retention for the GF Parcel and the G&J Parcel to a maximum of 3,050 square feet, but in no event will the landscape/detention area to be determined by the owner of the G&J Parcel eliminate, reduce or adversely affect any of the Driveways and/or parking spaces that are to be located on the G&J Parcel as set forth on the Site Plan. GF agrees to deliver written notice to G&J that GF intends to demolish the buildings and improvements that are currently located on the G&J Parcel (other than the Existing Building) at least forty-five (45) days prior to the anticipated date for such demolition. G&J, at G&J's expense, shall have the right, but not the obligation, to relocate any or all of the utilities that are currently located on the G&J Parcel that G&J deems necessary, including connecting the sewer line that is within the easement behind the existing building on the G&J Parcel as set forth on the Site Plan. G&J hereby consents to and approves of GF (i) removing the fence that currently exists along the northern boundary of Lot 19A and (ii) using portions of Lot 19A for staging during GF's construction and development of the GF Parcel. The landscape/detention area shall be of a size necessary for the GF Parcel and the G&J Parcel to comply with all applicable laws, but in no event shall the landscape/detention area be greater than 3,050 square feet.

GF agrees to provide access, in the form of a six (6) foot wide concrete sidewalk to be constructed by GF as set forth on the Site Plan between the landscape/detention area and the garage door which is located on the south end of the Existing Building. Once constructed, the landscape/detention area may be used by GF for the benefit of the GF Parcel and the G&J Parcel. In connection with the development of the GF Parcel, GF agrees to use reasonable efforts to minimize any disruption or interruption to the tenants in the existing building on the G&J Parcel. If it is necessary under the applicable laws and regulations to relocate the transformers that are

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currently located at or near the northwest corner of the warehouse that is currently located on Lot 19A, then GF shall do so at GF's expense to a location to be designated by the owner of Lot 19A; provided, however, that the new location must be in the same general location as the existing transformers or in another location acceptable to GF and G&J in their reasonable discretion.

5. Additional Parking Requirements. G&J, as the owner of the G&J Parcel and Lot 19A, hereby agrees that if (a) the size of the Existing Building is to be increased to more than 6,500 square feet or (b) any additional building is to be constructed on the G&J Parcel, then, as a condition to such size increase and/or new construction, the owner of Lot 19A must designate, set aside and construct on Lot 19A for the use and for the benefit of the GF Parcel and the G&J Parcel such number of parking spaces as may be required by applicable law to accommodate such size increase and/or new construction.

6. Construction, Maintenance, Repair and Liens.

(a) GF, at GF's option and expense, shall have the right (but not the obligation) to (i) ~~cause the Sanitary Sewer to be constructed and completed on, over and across the GF Parcel and to connect such Sanitary Sewer with the Sanitary Sewer that is currently located on the G&J Parcel and/or~~ (ii) vacate the sanitary sewer easement that is currently located on the GF Parcel and/or reroute the Sanitary Sewer that is currently located on the G&J Parcel to 9th Street. GF and G&J shall each be liable for and obligated to construct and pay for any parking spaces on their respective Parcels; provided, however, that GF shall be liable for and obligated to pay for the initial construction of the Driveway, the parking spaces, sidewalks and the landscape/detention area (if such landscape/detention area is required to satisfy code requirements for permitting on the GF Parcel) that are to be located on the G&J Parcel as reflected on the Site Plan and as provided in Section 4 of this Agreement. G&J hereby grants a construction easement as may be reasonably necessary to GF, as well as GF's contractors and agents, in order to allow GF and GF's contractors and agents to enter upon the G&J Parcel to construct and/or reroute the Sanitary Sewer, the Driveway, the parking spaces, the landscape/detention area and the demolition, grading, paving and other actions to be performed by GF pursuant to this Agreement. GF shall be responsible for any repairs to the G&J Parcel or Lot 19A that are necessitated by actions or inactions of GF; provided, however, that notwithstanding anything contained in this Agreement to the contrary, in the event that the construction contemplated herein by GF uncovers or discovers any hazardous materials that must be abated under applicable law in order for GF to proceed with its construction, the owner of the G&J Parcel and/or the owner of Lot 19A, as applicable (but not GF), shall be responsible and liable for any and all costs, fees, expenses, damages and liabilities that result from and/or relate to any such hazardous materials that are located on the G&J Parcel and/or Lot 19A, including, but not limited to, any asbestos located thereon.

(b) The owner of the GF Parcel shall keep, maintain and repair those portions of the GF Parcel on which the Driveways, the Sanitary Sewer and the parking spaces may now

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or hereafter be situated in good first class condition and repair. After the initial construction by GF as provided in Section 4 of this Agreement, the owner of the G&J Parcel shall keep, maintain and repair those portions of the G&J Parcel on which the Driveways, the Sanitary Sewer, the landscape/detention area and the parking spaces may now or hereafter be situated in good first class condition and repair. If any owner fails to properly maintain and/or repair as provided hereinabove and such failure continues for fifteen (15) days after such owner's receipt of written notice thereof (or upon twenty-four (24) hours prior oral or written notice in the case of a repair or maintenance obligation of a bona fide urgent nature), then the non-defaulting owner shall have the right, but not the obligation to maintain and/or repair those portions of the Driveways, the Sanitary Sewer, the landscape/detention area and/or the parking spaces that are located on the defaulting owner's Parcel and the defaulting owner shall pay the reasonable third-party costs incurred by the non-defaulting owner within thirty (30) days after the defaulting owner's receipt of an invoice therefor. In the event that ownership of the GF Parcel or the G&J Parcel is further divided, each owner of a portion of the GF Parcel or the G&J Parcel, if applicable, shall only be liable and responsible for those portions of the Driveways, the Sanitary Sewer, the landscape/detention area and/or the parking spaces that are then located on that portion of the GF Parcel or the G&J Parcel, as applicable, that are owned by the party in question during its period of such ownership. The owner of the GF Parcel and the owner of the G&J Parcel each hereby grant an ingress and egress easement to the non-defaulting owner in order to allow the non-defaulting owner to enter upon the defaulting owner's Parcel and to maintain and repair the defaulting owner's Parcel to the extent and as provided in this Section 6(b). The owner of the GF Parcel and the owner of the G&J Parcel shall each be obligated to pay all taxes, maintenance and repair costs that relate to and/or are assessed against its respective Parcel. Notwithstanding the foregoing, if the parties disagree as to the reasonableness or necessity of any such repairs, each party shall designate an arbitrator and the two (2) arbitrators shall designate a third arbitrator and the three (3) arbitrators shall make a binding determination as to the reasonableness and necessity of such repairs.

- (c) The reimbursement obligations under Section 6(b) of this Agreement are secured by a lien which shall hereafter attach to the defaulting owner's Parcel to which such assessment and costs relate, which lien, after the notice of default referenced below is filed of record in the Real Property Records of Cascade County, Montana, shall be superior to all other liens and charges against such Parcel which are filed after the notice of default is filed of record; provided, however, that such lien shall be inferior and subordinate to ad valorem tax liens and all mortgage liens and deed of trust liens then of record. It is expressly intended that by acceptance of a deed to a lot within the GF Parcel or the G&J Parcel, each owner acknowledges that title is accepted subject to the lien provided for herein (to the extent that a notice of default has been filed of record), which is deemed to be an express contractual lien and shall be superior to any defense of homestead or other exemption, the lien having been created prior to the creation or attachment of any homestead right with respect to any lot. To evidence the lien and provided that the defaulting owner is delinquent in

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paying sums validly due under Section 6(b) of this Agreement, the beneficiary of such lien shall file a written notice of default in the Real Property Records of Cascade County, Montana, setting forth the amount of the unpaid indebtedness, the name of the owner of the property covered by such lien and a description of the property. Subsequent to the recording of a notice of default as provided above, the beneficiary of such lien may enforce any and all rights and remedies available at law or in equity, including, but not limited to, bringing an action at law against the defaulting owner personally obligated to pay the same and judicially foreclosing the lien against the defaulting owner's property, all such remedies being cumulative. In ~~any suit or proceeding against the defaulting owner or the defaulting owner's~~ property, the prevailing party shall be entitled to collect from the non-prevailing party all of the prevailing party's reasonable costs, expenses and attorneys' fees incurred in such suit or proceeding.

7. Construction. This Agreement shall be null and void in the event that GF has not begun construction of the Hastings Store on the GF Parcel on or before October 1, 2003. This Agreement shall not be recorded prior to GF's commencement of construction of the Hastings Store on the GF Parcel unless required by law or unless required in order to obtain a building permit, in which event GF agrees to execute and record any necessary documentation to remove the cloud on title caused by such recordation if construction does not commence on or before October 1, 2003.

8. Cooperation. GF and G&J hereby consent to and approve of the Site Plan and agree that GF shall have the right to construct the 25,000 square foot building that is reflected on the Site Plan on the GF Parcel, together with the entrance ways, parking spaces, Driveways, Sanitary Sewer and other improvements that are reflected on the Site Plan (including, but not limited to, those that are to be located on the G&J Parcel) in accordance with the terms and provisions of this Agreement. G&J hereby agrees to reasonably cooperate with GF in connection with GF's obtaining any and all permits, licenses and approvals that may be necessary or required in connection with the construction of the 25,000 square foot building on the GF Parcel, together with the entrance ways, parking spaces, Driveways, Sanitary Sewer and other improvements (including, but not limited to, those that are to be located on the G&J Parcel) that are permitted pursuant to this Agreement and are as set forth on the Site Plan.

9. Notice. All notices required or permitted hereby shall be in writing and become effective after being deposited in the U.S. mail, certified or registered with postage prepaid or, if delivered by some other manner, when actually received.

Notices to G&J shall be addressed to:

Gus & Jack's Tire Shop
1117 Seventh Street South
Great Falls, Montana 59405
Attn: J. Mark Rothwell

Notices to GF shall be addressed to:

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GF-10th Avenue, L.P.
Suite 10
5700 Legacy Drive
Plano, Texas 75024
Attn: Robert L. Myers

A subsequent owner of all or a part of the GF Parcel or the G&J Parcel (or, if the conditions set forth in Section 1(e) of this Agreement are satisfied, Lot 19A), shall be entitled to receive notices hereunder by delivering written notice of its address to the owners of each portion of the GF Parcel and the G&J Parcel (or, if the conditions set forth in Section 1(e) of this Agreement are satisfied, Lot 19A). Any affected owner may change its address for notice by giving all other owners written notice of such change not less than ten (10) days prior to the effective date of such change.

10. Amendment This Agreement may only be modified or amended by an instrument in writing duly recorded in the Real Property Records of Cascade County, Montana, executed and acknowledged by the owners of each portion of the GF Parcel and the G&J Parcel (and, if the conditions set forth in Section 1(e) of this Agreement are satisfied, Lot 19A), along with any lienholders with a recorded lien on all or a portion of the GF Parcel or the G&J Parcel (or, if the conditions set forth in Section 1(e) of this Agreement are satisfied, Lot 19A).

11. No Accrual of Rights in the Public The owner of any portion of the GF Parcel or the G&J Parcel (or, if the conditions set forth in Section 1(e) of this Agreement are satisfied, Lot 19A), shall have the right from time to time to close temporarily any and all portions of the vehicular access easements herein granted on its portion of the GF Parcel or the G&J Parcel (or, if the conditions set forth in Section 1(e) of this Agreement are satisfied, Lot 19A), to such an extent as in the reasonable opinion of the owner of such property as may be legally necessary or sufficient to prevent a dedication or accrual of any rights in the public or any persons other than the owner of such property; provided, however, such owner shall use its good faith efforts to cause such temporary closings to occur on legal holidays or at other dates and times when such access easements may be infrequently used and to keep such closing to the minimum duration required to prevent such dedication or accrual of rights in the public. The owner of such portion of the GF Parcel or the G&J Parcel, (or, if the conditions set forth in Section 1(e) of this Agreement are satisfied, Lot 19A), as the case may be, initiating such temporary closing shall give not less than forty-five (45) days advance written notice to the owner of the other portions of the GF Parcel or the G&J Parcel (or, if the conditions set forth in Section 1(e) of this Agreement are satisfied, Lot 19A), affected by such closing and each owner of a portion of the GF Parcel and the G&J Parcel (and, if the conditions set forth in Section 1(e) of this Agreement are satisfied, Lot 19A), shall reasonably cooperate to provide alternative access, if reasonably available, during the period of such cessation.

12. Estoppel Certificate Any owner of all or a portion of the GF Parcel or the G&J Parcel (or, if the conditions set forth in Section 1(e) of this Agreement are satisfied, Lot 19A), shall promptly execute an estoppel certificate in form reasonably acceptable to a party

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requesting an estoppel certificate setting forth the status of this Agreement, including, but not limited to, any amount that may be due hereunder. Only an owner of a portion of the GF Parcel or the G&J Parcel (or, if the conditions set forth in Section 1(e) of this Agreement are satisfied, Lot 19A), may request a certificate, but such certificate shall be addressed to such owner and any lender or prospective purchaser designated by such owner.

13. Binding Effect. The easements, rights and obligations created herein shall be effective as of the date hereof, shall run with the land burdened thereby, shall be binding upon all owners and occupants thereof, or any part thereof and improvements thereon, and their respective successors and assigns, shall constitute encumbrances on the GF Parcel and the G&J Parcel (and, if the conditions set forth in Section 1(e) of this Agreement are satisfied, Lot 19A to the extent and as provided in this Agreement), and shall inure to the benefit of the owner of each portion of the GF Parcel and the G&J Parcel (and, if the conditions set forth in Section 1(e) of this Agreement are satisfied, Lot 19A to the extent and as provided in this Agreement), and their respective successors and assigns.

14. No Merger. It is expressly understood and agreed that the easements, rights and privileges granted and conveyed herein shall not be merged or extinguished by reason of the fact that the legal or beneficial title to the GF Parcel and the G&J Parcel (and, if the conditions set forth in Section 1(e) of this Agreement are satisfied, Lot 19A), (or any interest therein or part thereof), as the case may be, is or may be vested in the same person or entity, except if said owner expressly states an intent for such merger to occur in an instrument in writing duly recorded in the Real Property Records of Cascade County, Montana.


15. Enforceability. If any term, covenant or restriction herein shall be invalid or unenforceable, the remainder shall not be affected thereby, and each term, covenant and restriction shall be valid and enforceable to the fullest extent permitted by law.

16. Counterparts. This Agreement may be executed in multiple counterparts and the signatures of the parties hereto may be executed on separate pages and when attached to this Agreement shall constitute one complete document.

Executed and effective as of the Effective Date.

GF-10TH AVENUE, L.P., a Texas limited partnership

By: 10th Avenue BB, LLC, a Texas limited liability company, the general partner

By: 
Name: MIKE APPAIN
Title: VICE PRES.

MAY 04 2004 11:59 FR972+673+4066 TO 9214200635

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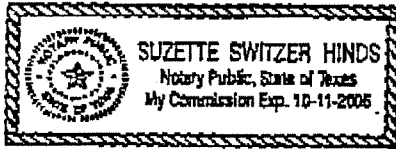
GUS & JACK'S TIRE SHOP, a Montana corporation

By: J. Mark Rothwell
J. Mark Rothwell, President

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on this 24 day of June, 2003, by Mike McCain, Vice President of 10th Avenue BB, LLC, a Texas limited liability company, the general partner of GF-10th Avenue, L.P., a Texas limited partnership, on behalf of said limited liability company and said limited partnership.



Suzette Switzer Hinds
Notary Public, State of Texas

STATE OF Montana

COUNTY OF Cascade

This instrument was acknowledged before me on this the 14th day of May, 2003, by J. Mark Rothwell, President of Gus & Jack's Tire Shop, a Montana corporation, on behalf of said corporation.

Barbara K. Kelly
NOTARY PUBLIC FOR THE STATE OF MONTANA
Barbara K. Kelly
Residing at Cascade, mt
My Commission Expires: 9-27-200.

MAY 04 2004 11:59 FR972+673+4066 TO 9214200635

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Exhibit "A"

Site Plan

MAY 04 2004 12:00 FR972+673+4066 TO 92142000635

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Exhibit "B"**Legal Description of the Land**

Lot 3, Block 2, Except the North 20 feet thereof, FIFTEENTH ADDITION to Great Falls, Cascade County, Montana, according to the official map or plat thereof, on file and of record in the office of the Clerk and Recorder of said County.

(According to Reel 278, Document 1224, records of Cascade County, Montana.)

Except the North 20 feet thereof heretofore conveyed to the State of Montana by Deed recorded May 4, 1955, in Block 243, Page 95, records of Cascade County, Montana.

Lot 4, Block 2, FIFTEENTH ADDITION to Great Falls Townsite, Cascade County, Montana, according to the official map or plat thereof, on file and of record in the office of the Clerk and Recorder of said County. EXCEPT the North 20 feet thereof heretofore conveyed to the State of Montana by Deed recorded May 4, 1955, in Book 243, Page 97, records of Cascade County, Montana.

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Exhibit "C"

Legal Description of the G&J Parcel

Lot 5, Block 2, Fifteenth Addition to the City of Great Falls, Cascade County, Montana, according to the official plat or map thereof on file in the office of the County Clerk and Recorder of said County.

~~Except the North 20 feet thereof, conveyed to State of Montana for highway.~~

MAY 04 2004 12:00 FR972+673+4066 TO 5214200635

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Exhibit "D"**Legal Description of the Lot 19A**

The North 210 feet of the following described tract of land lying in Lot 19, Block 2, Fifteenth Addition to the City of Great Falls, Cascade County, Montana, to-wit: Starting at a point at the extreme SW corner of Lot 1, Block 2 of the Fifteenth Addition to the City of Great Falls, Cascade County, Montana and running thence southerly along the western boundary of said Lot 19, a distance of 210 feet; thence South 89 degrees 56 minutes East, 481.5 feet, more or less, to the western boundary of said Lot 10 and Lot 9 of said block a distance of 210 feet, more or less, to the southern boundary of Lot 5 in said Block 2; thence westerly along the southern boundary of said Lot 5 and the southern boundaries of Lots 4, 3, 2, and 1 of said Block 2 a distance of 481.5 feet, more or less, to the true point of beginning.

MAY 04 2004 12:00 FR972+673+4066 TO 92142000635

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Exhibit "B"

Legal Description of the Land

Lot 3, Block 2, Except the North 20 feet thereof, FIFTEENTH ADDITION to Great Falls, Cascade County, Montana, according to the official map or plat thereof, on file and of record in the office of the Clerk and Recorder of said County.
(According to Reel 278, Document 1224, records of Cascade County, Montana.)
Except the North 20 feet thereof heretofore conveyed to the State of Montana by Deed recorded May 4, 1955, in Block 243, Page 95, records of Cascade County, Montana.

Lot 4, Block 2, FIFTEENTH ADDITION to Great Falls Townsite, Cascade County, Montana, according to the official map or plat thereof, on file and of record in the office of the Clerk and Recorder of said County. EXCEPT the North 20 feet thereof heretofore conveyed to the State of Montana by Deed recorded May 4, 1955, in Book 243, Page 97, records of Cascade County, Montana.