

After Recording, please return to:
Adam Charlsen, Esq.
Husch Blackwell LLP
13330 California Street, Ste. 200
Omaha, NE 68154

WOUNDED WARRIORS
RETURN: FAMILY SUPPORT
920 S 107 AVE, SUITE 250
OMAHA, NE 68114

REAL ESTATE GIFT AND RIGHT OF FIRST REFUSAL AGREEMENT

THIS REAL ESTATE GIFT AND RIGHT OF FIRST REFUSAL AGREEMENT (the "Agreement"), made as of the 16th day of November, 2017 (the "Effective Date") by and between **Mt. Calvary Commandery #1, as a chartered constituent commandery of the Grand Commandery of Nebraska Knights Templar**, a Nebraska nonprofit corporation ("Grantor"), and **Wounded Warriors Family Support, Inc.**, a Nebraska nonprofit corporation and a public charity under 501(c)(3) of the Internal Revenue Code ("Grantee").

Grantor is the fee simple owner of that certain real estate depicted as "Tract A" and "Tract B" on **Exhibit "A"** attached hereto, and subject to a legal description for each tract as agreed upon by the parties, which real estate, together with any improvements now located thereon and all rights, privileges, and easements appurtenant thereto, is collectively referred to in herein as the "Property".

Grantor and Grantee are parties to that certain Lease Agreement dated November 16, 2017 ("Tract A Lease"), the terms of which are incorporated herein by this reference, pursuant to which Grantor leases Tract A to Grantee on the terms and conditions set forth therein.

Grantor desires to gift to Grantee title to Tract A and to grant a right of first refusal (the "ROFR") with respect to Tract B, on the terms and conditions set forth herein.

In consideration of the covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Tract A Holding Period. So long as the Tract A Lease is in effect, Grantor covenants and agrees that it shall not agree to, or in fact, sell, lease, encumber or otherwise convey any rights, title or interest in or to Tract A to any person or entity other than Grantee (the "Tract A Holding Period").

(a) Grantee Obligations. During the Tract A Holding Period, the following conditions shall be satisfied by Grantee:

(i) Maintain Grantee's tax-exempt status under 501(c)(3) of the Internal Revenue Code;

(ii) Obtain all required state, county, city and/or other necessary governmental consents, permits, licenses, authorizations, and other approvals for the construction by Grantee of a veterans' assisted living facility on Tract A and for Grantee and Grantee's affiliates, tenants, operators and licensees to legally occupy and use Tract A as a veterans' assisted living facility;

(iii) Prepare and deliver to Grantor plans, drawings, specifications and a budget as approved by a licensed architect for the design and construction of the veterans' assisted living facility to be constructed and developed on Tract A;

(iv) Raise sufficient funds, as determined by Grantee in its sole and absolute discretion, necessary to properly and legally develop, construct and operate a veterans' assisted living facility on Tract A; and

(v) Complete, to Grantee's sole and absolute satisfaction, Grantee's investigations and due diligence on Tract A.

(b) Grantor Obligations. During the Tract A Holding Period, Grantor shall:

(i) cooperate with Grantee and to sign and execute any and all necessary documents and applications to allow for Grantee's submittal to the applicable governmental authorities of the permits and applications set forth in subsection (a) above; and

(ii) To notify Grantee in writing of Grantor's approval or disapproval of the plans, drawings, specifications and budget delivered by Grantee within 15 days of Grantor's receipt thereof; provided, however, Grantor's approval shall not be unreasonably withheld, delayed or conditioned; provided further, that the failure of Grantor to provide such approval or disapproval within such 15-day period shall be deemed to be an approval of such items so submitted by Grantee.

2. Tract A Gift. Upon the expiration of the Tract A Lease term and if the conditions set forth in Section 1 above have been satisfied, Grantor shall gift to Grantee fee simple title to Tract A by warranty deed, and free and clear of all liens, claims, encumbrances, leases, occupancy agreements and tenants in possession, other than any occupancy of the Property by

Grantee, and except for all real property taxes and assessments (if any) not yet due and payable, easements, covenants, restrictions and other matters of record as of the Effective Date, this Agreement, any other instruments or documents entered into between Grantor and Grantee, and matters that would be disclosed by an accurate ALTA survey and visible by physical inspection of the Property.

3. Tract B Right of First Refusal. Grantor hereby grants the ROFR to Grantee upon the following terms and provisions:

(a) Except as specifically set forth herein, Grantor covenants and agrees that it shall not agree to, or in fact, sell or otherwise convey all or any portion of Tract B at any time following the Effective Date ("ROFR Term") to any person or entity unless in accordance with the following requirements (the "Requirements"):

(i) the consideration to be received by Grantor in connection with the sale or conveyance of all or any portion of Tract B shall be payable solely in lawful money of the United States of America; in no event shall Grantor sell or otherwise convey any portion of Tract B for any noncash consideration;

(ii) the ROFR shall apply to any sale or conveyance of the entire Tract B or any portion thereof; in the event of a conveyance of a portion of Tract B under the ROFR, the ROFR shall apply to the portions of Tract B not subject to said conveyance;

(iii) any sale or conveyance of Tract B shall have specific sale terms applicable only to the portions of Tract B included in such Offer; in no event shall Tract B be sold in conjunction with other real or personal property unless the consideration and other relevant sale terms are specifically allocated to Tract B; and

(iv) Tract B shall be sold and conveyed to Grantee under the ROFR free and clear of all liens, claims, encumbrances, leases, occupancy agreements and tenants in possession, other than any occupancy of the Property by Grantee, and except for all real property taxes and assessments (if any) not yet due and payable, easements, covenants, restrictions and other matters of record as of the Effective Date, this Agreement, any other instruments or documents entered into between Grantor and Grantee, and matters that would be disclosed by an accurate ALTA survey and visible by physical inspection of the Property.

(b) If at any time Grantor shall receive during the ROFR Term a bona fide written offer for the purchase of all or a portion Tract B, which offer satisfies the Requirements and which offer Grantor desires to accept (the "Offer"), Grantor shall give written notice to Grantee (the "Offer Notice"), which Offer Notice shall include a complete and accurate copy of the Offer.

(c) Grantor hereby grants to Grantee the right, option and privilege to purchase Tract B from Grantor in accordance with, and upon the same terms and conditions as set forth in, the Offer, except that the date of the closing and consummation of the purchase ("ROFR Closing") shall not occur earlier than 60 days from Grantee's receipt of the Offer Notice.

(d) Grantee shall notify Grantor of its election to purchase Tract B in accordance with the terms and provisions of the Offer within ten business days after receipt of the Offer Notice. Any failure by Grantee to give timely notice of its election within such ten business day period shall be deemed an election not to purchase Tract B in accordance with the Offer.

(e) If Grantee elects to purchase Tract B under the ROFR, the ROFR Closing shall occur in accordance with, and upon the terms and conditions of, the Offer; provided, in no event shall the ROFR Closing occur earlier than 60 days from Grantee's receipt of the Offer Notice.

(f) If Grantee does not elect to purchase Tract B in accordance with this Agreement and the applicable Offer, Grantor shall be free to sell Tract B in accordance with, and upon the terms and conditions of, the Offer, and upon the closing and consummation of such sale, the ROFR shall terminate and be of no further force or effect as to the portion of Tract B subject to said Offer. If however Grantor shall fail to close and consummate the sale of Tract B in accordance with the Offer, Tract B shall then again be subject to all of the terms and provisions of the ROFR with respect to any and all subsequent Offers during the ROFR Term.

Notwithstanding anything contained herein to the contrary, the ROFR shall not be applicable to any deed in lieu of foreclosure (or any subsequent sale by the grantee of such deed in lieu of foreclosure) or to any foreclosure of Tract B (or any subsequent sale by the lienholder if the lienholder is the successful purchaser at the foreclosure sale) but shall be effective and applicable to all subsequent sales or conveyances.

The ROFR granted under this section shall automatically expire in the event Grantee fails to exercise the ROFR prior to the expiration of the Tract A Lease.

4. Entry Prior to Closing and Grantor's Cooperation. During the Tract A Holding Period, Grantee and its contractors and representatives shall have the right to enter upon the Property to make borings, surveys, studies, and other tests or for any other purpose which may assist Grantee to determine the suitability of the Property for development and use by Grantee for its desired charitable purposes. During the Tract A Holding Period, Grantor shall cooperate with Grantee and agrees to sign any necessary documents and applications to allow the submittal to the necessary governmental authorities of construction permit applications that includes Tract A.

5. Conditions Precedent. Grantee's obligation to accept the gift and conveyance by Grantor of Tract A under Section 1 above and obligation to purchase Tract B under the ROFR are subject, without limitation, to the following conditions precedent having been fully satisfied

at no expense to Grantee (except as expressly provided below) at or prior to the expiration of the Tract A Holding Period and/or the ROFR Closing, as the case may be:

(a) At Grantee's sole expense, the Property shall be zoned by the governmental subdivision having jurisdiction over the Property in such a manner as to permit the development and use of the Property in a manner consistent with Grantee's plans for such development and use, and no proceedings of any kind shall be pending or threatened to alter or revoke such zoning;

(b) The Property shall be free and clear of all leases, licenses, tenancies, and other occupancies and adverse claims however they may be derived or claimed;

(c) The Property shall be conveyed free and clear of all liens, claims, encumbrances, leases, occupancy agreements and tenants in possession, other than any occupancy of the Property by Grantee, and except for all real property taxes and assessments (if any) not yet due and payable, easements, covenants, restrictions and other matters of record as of the Effective Date, this Agreement, any other instruments or documents entered into between Grantor and Grantee, and matters that would be disclosed by an accurate ALTA survey and visible by physical inspection of the Property.

(d) At Grantee's sole expense, there shall have been issued to Grantee's, or Grantee shall have satisfied itself that upon appropriate application there will be issued to Grantee, such building, construction, special use or other development permits (however denominated) which may be required in addition to proper zoning to enable the Property to be developed and used for Grantee's intended uses.

6. Compliance with Environmental Protection Laws. Grantor represents, warrants, and covenants to and with Grantee that to Grantor's knowledge the Property is in compliance with all federal, state and local laws, ordinances, and regulations relating to environmental protection, public health and safety, or public nuisance or menace, and that Grantor has never used the Property to manufacture, store, or dispose of toxic or hazardous substances, materials, or waste. All of the representations, warranties and covenants of Grantor contained in this paragraph shall be true and correct as of the as of the Effective Date of this Agreement and of the Tract A Holding Period or ROFR Closing, as the case may be, and shall survive such closing.

7. Assignment. Grantee shall not have the right to assign this Agreement and all of Grantee's rights hereunder to anyone without Grantor's prior written consent; provided, however, Grantee may assign this Agreement and Grantee's rights hereunder to an affiliate entity or subsidiary without Grantor's prior written consent. In the event of such an assignment, all references to "Grantee" in this Agreement thereafter shall mean such assignee; and, upon the assumption by such assignee of Grantee's obligations (if any) under this Agreement, Grantee shall have no further liability under this Agreement.

8. Notices. All notices or other communications which are required or permitted herein shall be in writing and sufficient if delivered personally, sent by prepaid overnight air courier, or sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

IF TO GRANTOR: Mt. Calvary Commandery #1
Attn: A.J. Johnson
2613 Alberta Ave.
Bellevue, Nebraska 68147-2466

With a copy to: Richard D. Myers
McGill, Gotsdiner, Workman & Lepp, P.C., L.L.O.
11404 West Dodge Road, Suite 500
Omaha, NE 68154

IF TO GRANTEE: Wounded Warriors Family Support, Inc.
Attn: John Folsom
920 S. 107th Avenue, Suite 250
Omaha, Nebraska 68114

With a copy to: Husch Blackwell LLP
Attn: Grant Leach
13330 California Street, Suite 200
Omaha, Nebraska 68154

or at such other address as the party to whom notice is to be given may have furnished to the other party in writing in accordance herewith. Any such communication shall be deemed to have been given when delivered if delivered personally, on the business day after dispatch if sent by overnight air courier, or on the third business day after posting if sent by mail.

9. Recording. This Agreement shall be recorded against the Property with the Douglas County Register of Deeds.

10. Binding Effect. This Agreement and the rights granted hereunder shall run with the land covered by this Agreement, and the same shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

DATED: November 16, 2017.

GRANTOR:

By: [Signature]
Name: Anthony J. (A.J.) Johnson
Title: Commander Mt Calvary Community

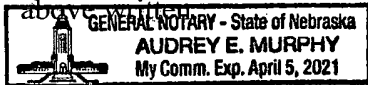
STATE OF NEBRASKA)

) ss.

COUNTY OF DOUGLAS)

On this 16th day of November, 2017, before me, a notary public in and for said county and state, personally came ANTHONY J. (A.J.) JOHNSON, Commander of Mt. Calvary Community #1, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said Grantor

WITNESS my hand and notarial seal at Omaha, in said county and state, the day and year last



[SEAL]


Audrey E. Murphy

Notary Public

Printed Name: Audrey E. Murphy

GRANTEE:

Wounded Warriors Family Support, Inc.

By: 
 Name: John D. Folsom
 Title: President

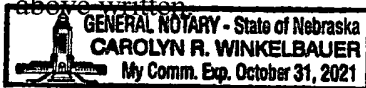
STATE OF NEBRASKA)

) ss.

COUNTY OF DOUGLAS)

On this 16 day of November, 2017, before me, a notary public in and for said county and state, personally came John D. Folsom, President of Wounded Warriors Family Support, Inc., known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said Wounded Warriors Family Support, Inc..

WITNESS my hand and notarial seal at Omaha, in said county and state, the day and year last above written.



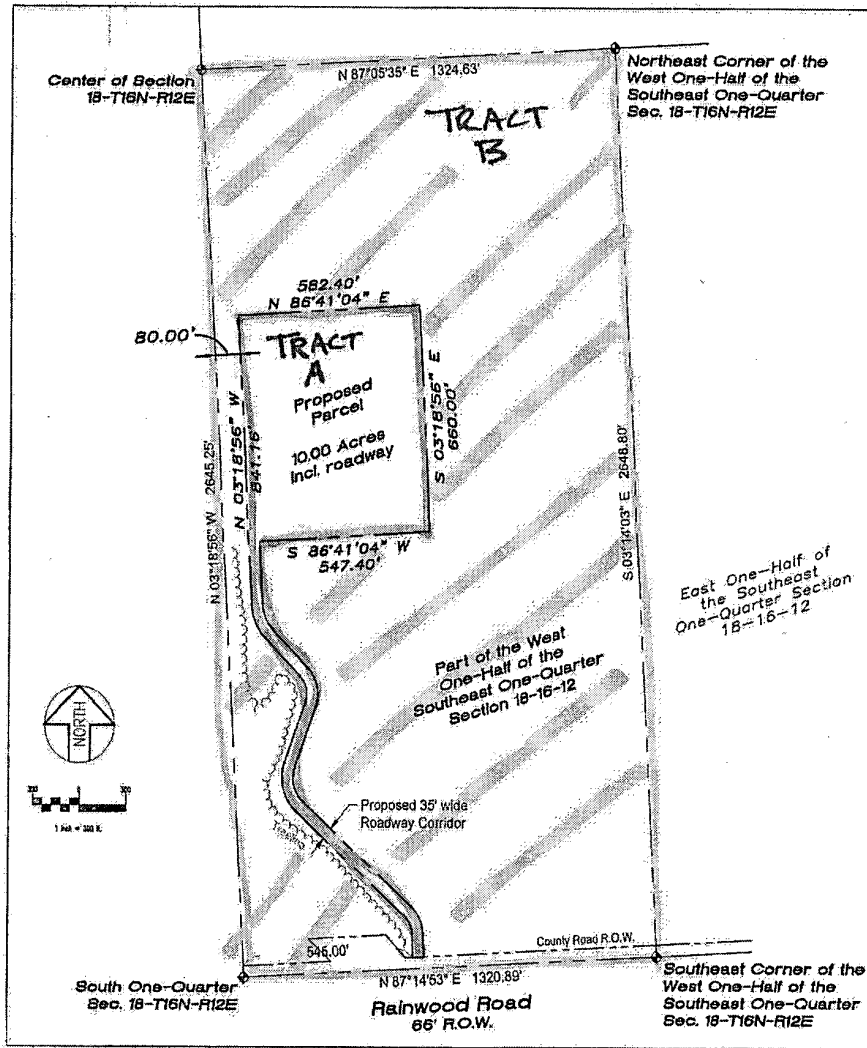
[SEAL]



Notary Public

Printed Name: Carolyn R. Winkelbauer

EXHIBIT "A"



LAND SURVEYORS CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT, MAP, SURVEY OR REPORT WAS MADE BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA.

CORY J. GROSS, RLS #619

DATE _____

LEGAL DESCRIPTION (PROPOSED PARCEL)

A PARCEL LOCATED IN PART OF THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 18, TOWNSHIP 16 NORTH, RANGE 12 EAST OF THE 8th P.M., IN DOUGLAS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 18; THENCE NORTH 03°18'56" (ASSUMED BEARING) FOR 1260.00 FEET ALONG THE WEST LINE OF SAID WEST ONE-HALF TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 03°18'56" WEST FOR 660.00 FEET ALONG SAID WEST LINE; THENCE NORTH 86°41'04" FOR 660.00 FEET, BEING PERPENDICULAR TO SAID WEST LINE; THENCE SOUTH 03°18'56" EAST FOR 660.00 FEET ALONG A LINE 660.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE; THENCE SOUTH 89°41'04" WEST FOR 660.00 FEET, BEING PERPENDICULAR TO SAID WEST LINE, TO THE POINT OF BEGINNING. ABOVE DESCRIBED PARCEL CONTAINS 10.00 ACRES, MORE OR LESS.

Drawn by

Cover

ALL INFORMATION CONTAINED ON THIS DRAWING IS THE PROPERTY OF THE SURVEYOR AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 18-T16N-R12E
DOUGLAS COUNTY, NEBRASKA

PROPERTY EXHIBIT

PROJECT NO. 2017094399
DATE 09/18/2017
DRAWN BY C.J.G.
CHECKED BY C.J.G.

1 of 1

OMA-454188-9

The West 1/2 of the Southeast 1/4 of Section 18, Township 16 North, Range 12 East of the 6th P.M., in Douglas County, Nebraska, EXCEPT that part conveyed to Douglas County by Warranty Deed filed in Book 1647 at Page 261, Deed Records, Douglas County, Nebraska, and being subject to public road.

NW } SE
SW }