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Declaration of Restrictive Covenant

WHEREAS, under the Purchase Agreement dated June 16, 2016 (the "**Agreement**"), DEER POINTE CORPORATION, a Nebraska corporation ("**Seller**") agreed to sell to CFT NV DEVELOPMENTS, LLC, a Nevada limited liability company ("**Buyer**"), real property (the "**Property**") located in Deer Pointe Shopping Center (the "**Shopping Center**") as legally described in Exhibit A and;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller covenants and agrees as follows:

1. Seller shall not allow any real property leased or owned by Seller (including any parent, subsidiary or affiliated entity or agent) within the Restricted Area on or after the Closing to be used (i) for the sale of Asian Food by a full service restaurant, a buffet restaurant or a fast-food/fast casual food restaurant; or (ii) in a way which unreasonably interferes with access to the Property or visibility of the Property (including Buyer's building and signs) (collectively, the "**Restrictive Covenants**"). The term "**Asian Food**" includes, without limitation, Chinese, Japanese (including sushi), Vietnamese, and Korean foods, food cooked in a wok, food generally recognized as Chinese food, soy sauce-based food, and Asian food in a buffet format. The term "**Restricted Area**" is defined as real property Seller (including any parent, subsidiary or affiliated entity or agent) leases, owns or owned on or after the Closing within Shopping Center, as depicted in Exhibit B. Notwithstanding the foregoing, this Agreement shall not apply to (i) any current users or existing leases within the Shopping Center as of the date hereof (provided, however to the extent Seller has the right to disapprove a change in use for an existing user or lessee, the Seller shall not approve a change in use that violates this Agreement), and (ii) the operation of a full service restaurant, a buffet restaurant or a fast-food/fast casual restaurant, any of which may sell Asian Food only as an incidental part of its overall menu and provided the sale of Asian Food does not exceed seven percent (7%) of its gross sales or menu items. The Declaration of Restrictive Covenant pertaining to Buyer's exclusive right to sell Asian Food, as specifically set for in (i) hereinabove, shall be of no force or effect and shall automatically terminate, if the business being operated on the Property ceases to be used for an Asian restaurant for a period in excess of three hundred sixty-five (365) consecutive days after its initial opening, except if such closure is due to temporary closures due to casualty, condemnation, or an event of Force Majeure.
2. These restrictions are for the benefit of Buyer and run with the Property and are for the benefit of and binding upon all successive owners and occupants of the Property.
3. This instrument shall be recorded in the county in which the Property is located. Exhibits A and B are attached hereto and incorporated herein by this reference.
4. Failure to comply with any of the foregoing restrictions shall be grounds for relief which

may include, without limitation, an action to recover damages, injunctive relief or any combination thereof.

IN WITNESS WHEREOF, the undersigned has executed this Declaration of Restrictive Covenant as of the date set forth below.

DEER POINTE CORPORATION,
a Nebraska corporation

By: [Signature]
Name: Charles H. Diers
Title: President
Date: 6-18-2016

STATE OF NEBRASKA)
COUNTY OF Dodge) ss.

Before me, the undersigned Notary Public in and for said county and state, appeared Charles H. Diers of Deer Pointe Corporation, a Nebraska corporation, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of said corporation.

WITNESS my hand and Notarial Seal this 18 day of June, 2016.

[Signature]
Notary Public

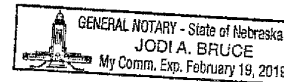


EXHIBIT A

Legal Description of the Property

Lot six (6), Block two (2), Diers Third Addition, an Addition to Fremont, Dodge County,
Nebraska

EXHIBIT B
Legal Description of the Restricted Area

Diers Third Addition, Lot 1, Block 4, an Addition to Fremont, Dodge County, Nebraska
Diers Third Addition, Lot 1, Block 5, an Addition to Fremont, Dodge County, Nebraska
Diers Third Addition, Lot 3, Block 5, an Addition to Fremont, Dodge County, Nebraska
Diers Third Addition, Lot 4, Block 5, an Addition to Fremont, Dodge County, Nebraska
Diers Third Addition, Lot 5, Block 2, an Addition to Fremont, Dodge County, Nebraska
Diers Fourth Addition, Lot 5, Block 5, an Addition to Fremont, Dodge County, Nebraska
Diers Second Addition, Lot 2, Block 1, an Addition to Fremont, Dodge County, Nebraska
Diers Second Addition Replat, Lot 2R2, Block 2, an Addition to Fremont, Dodge County,
Nebraska