

After Recording Return To: Missouri River Title, 11239 Chicago Circle, Omaha, NE 68154 (402) 333-1025

CORPORATION WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT BUCK'S, INC., a Nebraska Corporation, herein called the Grantor, whether one or more, in consideration of One Dollar and other valuable consideration received from Grantee(s), does hereby grant, bargain, sell, convey, and confirm unto CENTER 60 HOSPITALITY, LLC, a Nebraska Limited Liability Company herein called the Grantee, whether one or more, the following described real property:

Parcel A

Lots 1, 2, 3 and 4, the North 75 feet of Lots 8 and 9, the North 109 feet of Lot 10, all of Lots 11 and 12 and the North 9 feet of Lot 13, all in block 4, together with the West half of vacated 62nd Street adjoining on the East, all in Westlawn Park, An Addition to the City of Omaha, As Surveyed, Platted and Recorded in Douglas County, Nebraska.

Parcel B

Lots 5 and 6, Block 4, Westlawn Park Addition, An Addition to the City of Omaha, As Surveyed, Platted and Recorded in Douglas County, Nebraska except those parts conveyed to the City of Omaha for roadway purposes as shown in Instrument Numbers 2007126161, 2007123162, 2007123163 and Instrument No. 2007123164.

To have and to hold the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the Grantee and to Grantee's heirs and assigns forever.

And the Grantor does hereby covenant with the Grantee and with Grantee's heirs and assigns that Grantor is lawfully seized of said premises; that said premises are free from encumbrances except covenants, easements and restrictions of record and all regular taxes and special assessments, except those levied or assessed subsequent to date hereof; that Grantor has right and lawful authority to convey the same; and that Grantor warrants and will defend the title to said premises against the lawful claims of all persons whomsoever.

This conveyance is subject to Deed Restrictions and Right of First Refusal as found in the Purchase Agreement and attached hereto as Exhibit A and incorporated herein by reference

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

Dated this 31 day of January, 2018.

BUCK'S, INC.
A NEBRASKA CORPORATION

By: Steve Buchanan, President

State of Nebraska)
) ss.
County of Douglas)

The foregoing instrument was acknowledged before me on this 31 day of January, 2018, by Steve Buchanan, President of BUCK'S, INC., a Nebraska Corporation, on behalf of said business entity as his/her/their free and voluntary act and deed.

Leeann F. Noble
Notary Public
My commission expires: March 10, 2021

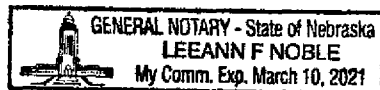


EXHIBIT A

Deed Restrictions

No portion of the Property shall be used for (i) the operation of an automobile service station, petroleum station, gasoline station, automobile repair shop, convenience store or for the purposes of conducting or carrying on the business of selling, offering for sale, storage, handling, distributing or dealing in petroleum, gasoline, motor vehicle fuel, diesel fuel, kerosene, benzol, naphtha, greases, lubricating oils, any fuel used for internal combustion engines, lubricants in any form, automobile parts or accessories, tires, batteries, or other petroleum or petroleum-related products or convenience store items, except for personal use or consumption of such products by Grantee or its lessees of the Property; (ii) the sale of so-called health and/or beauty aids and/or drug sundries, except as may be incidentally sold or distributed in conjunction with the delivery of certain services such as a tanning salon, beauty salon, hotel gift shop, barber shop or other personal services; (iii) the operation of a tobacco retail wholesale outlet, retail liquor store, car wash services for resale, or for the retail sale of motor fuel; (iv) the operation of an electric vehicle charging station; (v) the operation of a nationally-branded entity whose primary business is as a coffee retailer, including but not limited to Starbucks, Dunkin' Donuts, Caribou Coffee, or Seattle's Best Coffee; and/or (vi) the operation of a local coffee retailer, including but not limited to Crane Coffee and Scooters. This covenant and agreement shall run with the land herein conveyed and a similar restrictive covenant shall be inserted in any other deed or lease or other instrument conveying or demising the Property herein conveyed or any part thereof.

Nothing contained herein shall prevent owner of Property to develop land for the use of a hotel/motel and to provide convenience products and/or services to its customers.

The restrictions, as provided for above, shall last for a period of twenty-five (25) years from the date of recording of the deed or until there is not a "Buck's" or "Bucky's" or such other service gas station hereinafter operated by Grantor (or any subsidiary, affiliate or parent thereof) within five (5) miles of the Property, whichever is longer.

Right of First Refusal

If at any time during the period of time commencing on the Effective Date of this Agreement and continuing for a period of twenty-five (25) years from the date of Closing or until there is not a "Buck's" or "Bucky's" or such other service gas station hereinafter operated by Grantor, Purchaser either (1) receives an offer to purchase the Property and Purchaser desires to accept the offer, or (2) Purchaser makes an offer to sell the Property, or any contiguous premises that include the Property, in an arm's length transaction, then in such event, Seller, or its assignee, shall have a right of first refusal to purchase the Property on the same terms and conditions as set forth in any contract entered into by Purchaser in such bona fide arm's length transaction. Purchaser shall provide Seller with thirty (30) calendar days from the receipt of fully executed copies of all contracts and related agreements between Purchaser and the proposed purchaser and all additional information requested by Seller to exercise its right of first refusal hereunder. Purchaser must give

Seller written notice of the offer providing the name and address of the proposed purchaser, the amount of the proposed purchase price, and an accurate and complete copy of the offer, including any side agreements or information provided to or by Seller that may induce the offer or its acceptance. Seller must also provide Purchaser any additional information, facts, and data, including, but not limited to, profit and loss statements and tax returns, as Seller deems necessary for Seller to make an informed decision regarding exercising any right of first refusal herein. During said thirty (30) day period, Seller's right of first refusal is irrevocable. Seller, or its assignee, may purchase the property that is the subject of the offer by giving written notice to Purchaser within the thirty (30) calendar day period at the same price and on the same terms and conditions as set forth in such offer to purchase. Cash may be substituted for any non-cash consideration offered by a prospective purchaser.

In addition to the right-of-first-refusal specified in above, if the Purchaser desires to lease or sublease the Property and Purchaser gives or receives a bona fide offer to lease that is acceptable to Purchaser, Purchaser must submit to Seller an accurate and complete copy of the offer, and Seller will have thirty (30) calendar days from the date of receipt to elect to lease the premises on the same terms and conditions as contained in the offer, and as provided in this Agreement. Seller may substitute cash for any non-cash consideration offered by a prospective tenant.

Each option and right is independent of the other, is preemptive and continuing for a period of twenty-five (25) years from the date of Closing or until there is not a "Buck's" or "Bucky's" or such other service gas station hereinafter operated by Grantor, and is binding on Purchaser, Purchaser's heirs, devisees, legal representatives, grantees, successors or assigns. An election by Seller not to purchase or lease the Property in case of any particular bona fide offer does not terminate or in any manner affect any option, whether the premises are sold, leased, otherwise conveyed, but each continues unaffected.

If any option or right to buy is exercised by Seller, Purchaser will convey a merchantable title in fee simple or a valid leasehold interest to the real estate by good and sufficient special warranty deed.

This Right of First Refusal is not applicable for any transfers to Purchaser's related entities.

This Right of First Refusal shall be recorded against the Property and extend to and be binding upon the successors-in-interest, personal representatives, devisees, legatees and heirs of the parties. This Paragraph shall survive closing.