

REAL ESTATE AUCTION PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE AUCTION PURCHASE AND SALE AGREEMENT (this "Agreement"), dated as of **July 31, 2023**, between Cutchall Property Management, L.L.C., a Nebraska limited liability company ("Seller"), and Purchaser". (Seller and Purchaser are sometimes referred to individually as a "Party," and collectively as the "Parties").

RECITALS

1. Seller owns certain land located on 2902 N 83rd Street, Omaha, NE 68134 (the "Property"), which is legally described as follows:
That part of Lot 60 in Keystone Park, an addition to the City of Omaha, as surveyed, platted, and recorded in the books of Douglas County, Nebraska, as more particularly described: Beginning at a point on the South line of said lot 121.6 feet east of the southwest corner of said lot, and running thence North 145.8 feet; thence East 87 feet to the east line of said lot; thence southerly along the east line of said lot 145.8 feet to the southeast corner of said lot; thence west 89.9 feet to the place of the beginning, except the North 60 feet thereof, and except the South 12 feet of the E 89.9 feet of said lot 60. The Property includes all fixtures and equipment permanently attached to the Property.
2. At a public auction (the "Auction"), the Seller was the highest bidder and agrees to purchase the Property from Seller, on the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1. THE TRANSACTION

Subject to the terms set forth in this Agreement, at the Closing, Seller shall sell, convey, transfer, assign and deliver to Purchaser, and Purchaser shall purchase and accept from Seller, all right, title and interest of Seller, if any, in and to the Property.

ARTICLE 2. PURCHASE PRICE

2.1 Purchase Price. The purchase price for the Property will be determined on the day of the Auction by calculating the Purchaser's final bid at the Auction plus a five percent (5%) buyer's premium to the final bid (Final bid X 5% = "Buyer's Premium"), which equals _____ Dollars (\$ _____) (the "Purchase Price"), which shall be adjusted at Closing for the Prorations pursuant to Section 10.2 as otherwise expressly provided in this Agreement. Buyer's Premium will be reflected as a debit on the Closing Statement.

2.2 Earnest Money.

(a) Deposit. Upon execution of this Agreement, Purchaser shall deposit DRI Title & Escrow ("Escrow Agent"), the sum of five thousand Dollars (\$5,000.00) (together with all interest earned on such sums, the "Earnest Money" or "Deposit") by wire transfer of immediately available funds. The Escrow Agent shall hold the Deposit under the terms of this Agreement. The Deposit is nonrefundable to Purchaser, except as specifically provided in this Agreement.

(b) Disbursement of Earnest Money to Seller. At Closing, Purchaser and Seller shall direct Escrow Agent to disburse the Earnest Money to Seller, and Purchaser shall receive a credit against the Purchase Price in the amount of the Earnest Money disbursed to Seller. If this Agreement is terminated for any reason and Purchaser is not entitled to a refund of the Earnest Money under an express provision of this Agreement, then Seller shall direct Escrow Agent to disburse the Earnest Money to Seller no later than two (2) Business Days after such termination (with the foregoing obligations of the Parties surviving the termination of this Agreement).

(c) Refund of Earnest Money to Purchaser. If this Agreement is terminated and Purchaser is entitled to a refund of the Earnest Money, then Seller and Purchaser shall provide written notice to Escrow Agent directing Escrow Agent to disburse the Earnest Money to Purchaser no later than two (2) Business Days after such termination (with the foregoing obligations of the Parties surviving the termination of this Agreement).

2.3 Payment of Purchase Price. The Escrow Agent shall provide closing and settlement services for the transaction contemplated under this Agreement. At the Closing, Purchaser shall pay to Escrow Agent, an amount equal to the Purchase Price minus the Deposit disbursed to Seller. Purchaser shall cause the wire transfer of funds to be received by Escrow Agent no later than 2:00 p.m. (Central Time) on the Closing Date. All amounts to be paid by Purchaser shall be paid by wire transfer of immediately available U.S. federal funds.

2.4 Allocation of Purchase Price. Purchaser and Seller agree to that all the Property sold in this transaction is land and not personal property or intangible property.

ARTICLE 3. PURCHASER'S DUE DILIGENCE

Purchaser acknowledges that prior to the Auction, Seller provided to Purchaser or made available to Purchaser in electronic format on an electronic website or otherwise, certain due diligence materials in Seller's possession relating to the Property (with all such documents and materials fore or hereafter provided to Purchaser, together with any copies or reproductions of such documents or materials, or any summaries, abstracts compilations or other analyses made by or for Purchaser based on the information in such documents or materials referred to collectively herein as "Seller Due Diligence Materials"). Purchaser acknowledges and agrees that any Seller due diligence materials delivered or to be delivered by any Seller Party of any of their agents or consultants to Purchaser are being made available solely as an accommodation to Purchaser and without any representation or warranty of any Seller Party or any of their agents or consultants as to their accuracy or completeness of facts or opinions set forth therein and that any reliance by Purchaser on such reports or other documents in connection with the purchase of the Property is undertaken at Purchaser's sole risk. Purchaser agrees that no Seller Party nor any of their agents or consultants have any liability or obligation whatsoever for any inaccuracy in or omission from the offering materials prepared in connection with the sale of the Property or any report or other documents made available to Purchaser or its representatives. Purchaser acknowledges that Seller has provided the opportunity for Purchaser to make inspections and that Purchaser has conducted its own investigation of the condition of the Property, including all aspects of the construction work and fixturing the premises, to the extent Purchaser deems such an investigation to be necessary or appropriate.

ARTICLE 4. TITLE TO THE PROPERTY

4.1 Title Commitment. Within fourteen days after this execution of this Agreement, Purchaser shall provide a title commitment for a basic owner's title insurance for the Property (the "Title Commitment"). The Escrow Agent shall also serve as the "Title Company" as used in this Agreement.

4.2 Exceptions to Title. The Title Commitment shall set forth all any liens, encumbrances or other exceptions to title, encroachments onto or from adjoining properties, encroachments onto easements from Improvements, or set back line violations of record against the Property ("Title Exceptions"). If there are Title Exceptions disclosed on the Title Commitment that were not previously disclosed Schedule 4.2, and such Title Exceptions on cause a materially adverse effect on Purchaser's ownership of the Property, then Purchaser shall have the right to request Seller to remove or cure such Title Exception at or prior to the Closing by providing written notice to Seller within seven (7) Business Days after receiving the Title Commitment (the "Title Objection Notice"). If Purchaser timely provides a Title Objection Notice to Seller, Seller may elect, by providing written notice (the "Title Election Notice") to Purchaser within ten (10) Business Days after Seller's receipt of such Title Objection Notice. The Title Election Notice shall describe whether Seller (or the Title Company, as the case may be) is willing or able to cure the objected Title Exceptions set forth in the Title Objection Notice. If the objected Title Exception causes a materially adverse effect on Purchaser's ownership and use of the Property and the Seller cannot cure (or is unwilling to cure) the same, then within the earlier of ten (10) Business Days after Purchaser's receipt of the Title Election Notice or the Closing Date, Purchaser may terminate this Agreement, in which case the Earnest Money shall be refunded to Purchaser in accordance with Section 2.2(c), and the Parties shall have no further rights or obligations under this Agreement, except those which expressly survive such termination.

ARTICLE 5. CONDITION OF THE PROPERTY

5.1 Property Sold "As Is." Purchaser acknowledges and agrees that (a) the purchase of the Property, is on an "as is," "where is," "with all faults" basis.

5.2 Limitation on Representations and Warranties. Purchaser acknowledges and agrees that, except as otherwise expressly set forth in this agreement, no Seller parties nor any of their respective affiliates, nor any of their respective

shareholders, members, partners, trustees, beneficiaries, directors, officers, managers, employees, attorneys, accountants, contractors, consultants, agents or representatives, nor any person purporting to represent any of the foregoing, have made any representation, warranty, guaranty, promise, projection or prediction whatsoever with respect to the Property, written or oral, express or implied, arising by operation of law or otherwise, including any warranty of merchantability or fitness for a particular purpose, or any representation or warranty as to (a) the condition, safety, quantity, quality, use, occupancy or operation of the Property, (b) the past, present or future revenues or expenses with respect to the Property or a business located thereon, (c) the compliance of the Property or the business with any zoning requirements, building codes or other applicable law, including the Americans with Disabilities Act of 1990, (d) the accuracy of any environmental reports or other data or information set forth in the Seller due diligence materials provided to Purchaser which were prepared for or on behalf of Seller, or (e) any other matter relating to Seller or the Property.

5.3 Reliance on Due Diligence. Purchaser acknowledges and agrees that:

(a) Purchaser has had the opportunity to conduct all due diligence inspections of the Property as of the date of this Agreement, including reviewing all due diligence documents and materials and inspections (including the Seller Due Diligence Materials) and obtaining all information which it deems necessary to make an informed decision as to whether it should proceed with the purchase of the Property;

(b) Purchaser will be relying only on its due diligence and inspections of the Property and the construction work, and the representations and warranties expressly made by Seller in this agreement in purchasing the Property;

(c) Purchaser will not be relying on any statement made or information provided to Purchaser by any Seller Party (except for the representations and warranties expressly made by Seller in this agreement), or any of their respective affiliates, or any of their respective shareholders, members, partners, trustees, beneficiaries, directors, managers, officers, employees, attorneys, accountants, contractors, consultants, agents or representatives, or any person purporting to represent any of the foregoing;

(d) Except as specifically set forth in this Agreement, (i) Seller makes no representation or warranty as to the truth, accuracy or completeness of the Seller Due Diligence Materials, (ii) Purchaser acknowledges and agrees that the Seller Due Diligence Materials are provided to Purchaser as a convenience only and that any reliance on or use of the Seller Due Diligence Materials shall be at the sole risk of Purchaser, and (iii) no Seller Party or any respective affiliate thereof, nor the person or entity which prepared any of the Seller Due Diligence Materials delivered or made available by Seller to Purchaser shall have any liability to Purchaser for any inaccuracy in or omission from any such Seller Due Diligence Materials; and

(e) The value of the premises has been determined without any representations or warranties of any kind or nature whatsoever, express, implied, or otherwise, of any Seller Party or any of their respective affiliates, or any of their respective shareholders, members, partners, trustees, beneficiaries, directors, managers, officers, employees, attorneys, accountants, contractors, consultants, agents or representatives, or any person purporting to represent any of the foregoing.

5.4 Release And Waiver of Seller for Environmental Liabilities and Violations of Applicable Law. Notwithstanding any indemnification obligation of Seller under this Agreement, Purchaser (for itself and all Purchaser Indemnitees) does hereby forever waive, release, and discharge the Seller indemnitees from all environmental claims, environmental liabilities, and all violations of applicable law (including violations of the Americans with Disabilities Act of 1990) the Purchaser indemnitees may have against the Seller indemnitees, whether now known or unknown to Purchaser. Purchaser (for itself and all Purchaser indemnitees) hereby waives and agrees not to commence any action, legal proceeding, cause of action or suits in law or equity, of whatever kind or nature, including, but not limited to, a private right of action under the federal superfund laws, 42 U.S.C. § 9601 et seq. (as such law and statute may be amended, supplemented or replaced from time-to-time), directly or indirectly, against Seller and the Seller indemnitees in connection with any environmental claim, environmental liability, or violation of applicable law and all similar provisions or rules of law.

5.5 Article Survives Closing or Termination. The terms and provisions of this Article 5 survive the Closing or any termination of this Agreement.

ARTICLE 6.
REPRESENTATIONS AND WARRANTIES

6.1 Seller's Representations and Warranties. To induce Purchaser to enter into this Agreement and to consummate the transaction described in this Agreement, Seller hereby makes the express representations and warranties in this Section 6.1, upon which Seller acknowledges and agrees that Purchaser is entitled to rely.

(a) Organization and Power. Seller is duly formed, validly existing, and in good standing in the State of Nebraska and has all requisite power and authority to own the Property and conduct the Business as currently owned and conducted.

(b) Authority and Binding Obligation. (i) Seller has full power and authority to execute and deliver this Agreement and all other documents to be executed and delivered by Seller pursuant to this Agreement (the "Seller Documents"), and to perform all obligations of Seller (to the extent either Seller is a party thereto) under each of the Seller Documents, (ii) the execution and delivery by the signer on behalf of Seller and the performance by Seller of its obligations under each of the Seller Documents, has been, or will be when executed and delivered, duly and validly authorized by all necessary action by Seller, and (iii) each of the Seller Documents, when executed and delivered, will constitute the legal, valid and binding obligations of Seller enforceable against Seller in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting creditor's rights or equity principals generally.

(c) Consents and Approvals; No Conflicts. Subject to the recordation of any Seller Documents as appropriate, (i) no filing with, and no permit, authorization, consent or approval of, any Governmental Authority or other Person is necessary for execution or delivery by Seller of any of the Seller Documents, or the performance by Seller of any of its obligations under any of the Seller Documents, except to the extent the failure to obtain such permit, authorization, consent or approval would not have a material adverse effect on the ownership or operation of the Business, and (ii) neither the execution and delivery by Seller of any of the Seller Documents, nor the performance by Seller of any of its obligations under any of the Seller Documents will: (A) violate any provision of Seller's organizational or governing documents or (B) violate any Applicable Law to which Seller is subject.

(d) Condemnation. Seller, to Seller's Knowledge, has not received any written notice of any pending condemnation proceeding or other proceeding in eminent domain, and to Seller's Knowledge, no such condemnation proceeding or eminent domain proceeding is threatened in writing against the Property or any portion thereof.

(e) Compliance with Applicable Law. Except as may otherwise be disclosed in the Seller Due Diligence Materials or the Title Commitment, Seller, to Seller's Knowledge, has not received any written notice from any Governmental Authority of a material violation of any Applicable Law with respect to the Property which has not been cured or dismissed.

(f) Finders and Investment Brokers. Except for the Broker, Seller has not dealt with any Person who has acted, directly or indirectly, as a broker, finder, financial adviser or in such other similar capacity for or on behalf of Seller in connection with the transaction described by this Agreement in a manner which would entitle such Person to any fee or commission in connection with this Agreement or the transaction described in this Agreement.

(g) Foreign Person. Seller is a "United States Person" (as defined in Section 7701(a)(30)(B) or (C) of the Code) for the purposes of the provisions of Section 1445(a) of the Code.

(h) Patriot Act Compliance. Neither Seller nor any person, group, entity or nation that Seller is acting, directly or indirectly for, or on behalf of, is named by any Executive Order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or is otherwise a banned or blocked person, group, entity, or nation pursuant to any law that is enforced or administered by the Office of Foreign Assets Control, and Seller is not engaging in the transaction contemplated herein, directly or indirectly, on behalf of, or instigating or facilitating the transaction contemplated herein, directly or indirectly, on behalf of, any such person, group, entity or nation. Seller is not engaging in the transaction contemplated herein, directly or indirectly, in violation of any laws relating to drug trafficking, money laundering or predicate crimes to money laundering. None of the funds of Seller have been or will be derived from any unlawful activity with the result that the investment of direct or indirect equity owners in Seller is prohibited by law or that the transaction contemplated herein, or this Agreement is or will be in violation of law. Seller has and will continue to implement procedures and has consistently and will continue to consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times prior to Closing.

(i) Bankruptcy. No insolvency proceeding of any character (including bankruptcy, receivership, reorganization, composition or arrangement with creditors (including any assignment for the benefit of creditors)), voluntary or involuntary, relating to the Seller is pending, or, to Seller's Knowledge, is being threatened in writing against Seller by any Person.

(j) Property Documents. To Seller's Knowledge, the Property Documents are in full force and effect and there has been no amendment or modification not reflected in the Property Documents as recorded or as may be necessary in connection with the purchase and sale of the Property. To Seller's Knowledge, Seller has received no notice, request or directive from any party of governmental authority requesting or requiring any change to the Property Documents.

Notwithstanding the foregoing, if Purchaser has Knowledge prior to Closing of a breach of any representation or warranty made by Seller in this Agreement and Purchaser nevertheless elects to close this transaction, such representation or warranty by Seller with respect to such matter shall be deemed to be modified to reflect such Knowledge.

6.2 Purchaser's Representations and Warranties. To induce Seller to enter into this Agreement and to consummate the transaction described in this Agreement, Purchaser hereby makes the representations and warranties in this Section 6.2, upon which Purchaser acknowledges and agrees that Seller is entitled to rely.

(a) Organization and Power. Purchaser is duly formed, validly existing and in good standing under the laws of the State of Nebraska, is (or will be prior to Closing) qualified to do business in the State of Nebraska and has all requisite power and authority to own, lease and operate its properties and to carry on its business as currently being conducted.

(b) Authority and Binding Obligation. (i) Purchaser has full power and authority to execute and deliver this Agreement and all other documents to be executed and delivered by Purchaser pursuant to this Agreement (the "Purchaser Documents"), and to perform all obligations of Purchaser arising under each of the Purchaser Documents, (ii) the execution and delivery by the signer on behalf of Purchaser of each of the Purchaser Documents, and the performance by Purchaser of its obligations under each of the Purchaser Documents, has been, or will be when executed and delivered, duly and validly authorized by all necessary action by Purchaser, and (iii) each of the Purchaser Documents, when executed and delivered, will constitute the legal, valid and binding obligations of Purchaser enforceable against Purchaser in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting creditor's rights or equity principles generally.

(c) Consents and Approvals; No Conflicts. (i) No filing with, and no permit, authorization, consent or approval of, any Governmental Authority or other Person is necessary for the execution or delivery by Purchaser of any of the Purchaser Documents, the performance by Purchaser of any of its obligations under any of the Purchaser Documents, or the consummation by Purchaser of the transaction described in this Agreement, and (ii) neither the execution and delivery by Purchaser of any of the Purchaser Documents, nor the performance by Purchaser of any of its obligations under any of the Purchaser Documents, nor the consummation by Purchaser of the transaction described in this Agreement, will: (A) violate any provision of the organizational or governing documents of Purchaser; (B) violate any Applicable Law to which Purchaser is subject (including any rules or regulations of the United States Treasury's Office, Office of Foreign Assets Control); or (C) result in a violation or breach of or constitute a default under any contract, agreement or other instrument or obligation to which Purchaser is a party or by which any of Purchaser's properties are subject.

(d) Finders and Investment Brokers. Except for Broker, Purchaser has not dealt with any Person who has acted, directly or indirectly, as a broker, finder, financial adviser or in such other capacity for or on behalf of Purchaser in connection with the transaction described by this Agreement in any manner which would entitle such Person to any fee or commission in connection with this Agreement or the transaction described in this Agreement.

(e) Patriot Act Compliance. Neither Purchaser nor any person, group, entity or nation that Purchaser is acting, directly or indirectly for, or on behalf of, is named by any Executive Order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or is otherwise a banned or blocked person, group, entity, or nation pursuant to any law that is enforced or administered by the Office of Foreign Assets Control, and Purchaser is not engaging in the transaction contemplated herein, directly or indirectly, on behalf of, or instigating or facilitating the transaction contemplated herein, directly or indirectly, on behalf of, any such person, group, entity or nation. Purchaser is not engaging in the transaction contemplated herein, directly or indirectly, in violation of any laws relating to drug trafficking, money laundering or predicate crimes to money laundering. None of the funds of Purchaser have been or will be derived from any unlawful activity with the result that the investment of direct or indirect equity owners in Purchaser is prohibited by law or that the transaction contemplated herein, or this Agreement is or will be in violation of law.

Purchaser has and will continue to implement procedures and has consistently and will continue to consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times prior to Closing.

Notwithstanding the foregoing, if Seller has Knowledge prior to Closing of a breach of any representation or warranty made by Purchaser in this Agreement and Seller nevertheless elects to close this transaction, such representation or warranty by Purchaser with respect to such matter shall be deemed to be modified to reflect such Knowledge.

ARTICLE 7. COVENANTS

7.1 Confidentiality.

(a) Disclosure of Confidential Information. Seller and Purchaser shall keep confidential and not make any public announcement or disclose to any Person the existence or any terms of this Agreement or any information disclosed by the Inspections or in the Seller Due Diligence Materials or any other documents, materials, data or other information with respect to the Property which is not generally known to the public (the "Confidential Information"). Notwithstanding the foregoing, Seller and Purchaser shall be permitted to (i) disclose any Confidential Information required under Applicable Law, or (ii) disclose any Confidential Information to any Person on a "need-to-know" basis, such as their respective shareholders, principals, partners, members, trustees, beneficiaries, directors, officers, employees, attorneys, consultants, advisors, agents, representatives, engineers, surveyors, lenders, investors, managers and such other Persons whose assistance is required to consummate the transactions described in this Agreement; provided, however, that Purchaser (A) in the case of clause (i), shall advise Seller immediately upon receiving any demand for disclosure of any Confidential Information pursuant to Applicable Law, and Seller shall have the right to obtain a protective order or agree to an arrangement with the Person demanding such Confidential Information to prevent or limit the extent of such disclosure, prior to Purchaser's disclosure of such Confidential Information (unless on the advice of counsel such information is required to be disclosed by Purchaser prior to obtaining such protective order or agreement), and (B) in the case of clause (ii), shall (x) advise such Person of the confidential nature of such Confidential Information, and (y) cause such Person to maintain the confidentiality of such Confidential Information.

(b) Public Announcements. Seller and Purchaser shall each have the right to make public announcements regarding the transaction described in this Agreement, provided that the other party shall reasonably approve the form and substance of any such public announcement prior to it being made.

(c) Survival. The terms and provisions of this Section 7.1 survive the Closing or any termination of this Agreement.

7.2 Contracts. From the date of this Agreement until the Closing or earlier termination of this Agreement, Seller shall not, without Purchaser's prior written consent which shall not be unreasonably withheld, conditioned or delayed, (i) terminate or materially amend any Licenses and Permits, or, except in the Ordinary Course of Business, extend or renew any existing Licenses and Permits, (ii) amend, enter into, terminate, extend or renew any leases, or (iii) materially amend, enter into, terminate, extend or renew any Material Contracts, unless such Material Contracts are to be performed prior to Closing, paid for entirely by Seller or are entered into in the Ordinary Course of Business and are terminable by Purchaser without any termination fee upon not more than ninety (90) days' notice.

7.3 Tax Contests.

(a) Taxable Period Terminating Prior to Closing Date. Seller shall retain the right to commence, continue and settle any proceeding to contest any Taxes for any taxable period which terminates prior to the Closing Date, and shall be entitled to any refunds or abatements of Taxes awarded in such proceedings; provided, however, that Seller shall not settle any Tax contest in a manner that will: (i) increase the assessment of the Property or decrease any settlement relating to Taxes for the taxable period which includes the Closing Date or any subsequent taxable periods ("Subsequent Taxable Periods") or (ii) decrease the amount of any reduction or refund that would otherwise be payable for any Subsequent Taxable Periods.

(b) Taxable Period Including the Closing Date. Subject to the consent of Purchaser, which consent shall not be unreasonably withheld, delayed or conditioned, Seller shall have the right to commence, continue and settle any proceeding to contest any Taxes for any taxable period which includes the Closing Date; provided, however, that Seller shall not settle any Tax protest in a manner that will: (i) increase the assessment of the Property or decrease any settlement relating to Taxes for any Subsequent Taxable Periods or (ii) decrease the amount of any reduction or refund that would otherwise be payable for any Subsequent Taxable Periods. Notwithstanding the foregoing, if Purchaser desires to contest any Taxes for such taxable period and Seller has not commenced any proceeding to contest any such Taxes for such taxable period, Purchaser shall

provide written notice requesting that Seller contest such Taxes. If Seller desires to contest such Taxes, Seller shall provide written notice to Purchaser prior to the earlier of the following (the "Response Deadline"): (i) the date that is thirty (30) days after Seller's receipt of Purchaser's request, or (ii) the date that is the later of (A) ten (10) days after Seller's receipt of Purchaser's request or (B) ten (10) days prior to any applicable filing deadline with respect to any such contest confirming that Seller will contest such Taxes, in which case Seller shall proceed to contest such Taxes, and Purchaser shall not have the right to contest such Taxes. If Seller fails to provide such written notice confirming that Seller will contest such Taxes by the Response Deadline, Purchaser shall have the right to contest such Taxes. Any refunds or abatements awarded in such proceedings shall be used first to reimburse the Party contesting such Taxes for the reasonable costs and expenses incurred by such Party in contesting such Taxes, and the remainder of such refunds or abatements shall be prorated between Seller and Purchaser as of the Cut-Off Time, and the Party receiving such refunds or abatements promptly shall pay such prorated amount due to the other Party.

(c) Taxable Period Commencing After Closing Date. Purchaser shall have the right to commence, continue and settle any proceedings to contest Taxes for any taxable period which commences after the Closing Date, and shall be entitled to any refunds or abatements of Taxes awarded in such proceedings.

(d) Cooperation. Seller and Purchaser shall use commercially reasonable efforts to cooperate with the Party contesting the Taxes (at no cost or expense to the Party not contesting the Taxes other than any de minimis cost or expense or any cost or expense which the requesting Party agrees in writing to reimburse) and to execute and deliver any documents and instruments reasonably requested by the Party contesting the Taxes in furtherance of the contest of such Taxes. The terms and provisions of this Section 7.3 survive the Closing for two (2) years.

7.4 Further Assurances. Purchaser and/or Seller shall execute, acknowledge and deliver to the other party, at the reasonable request of the other party or the Title Company, such instruments and take such other actions, in addition to the instruments and actions specifically provided herein at any time and from time-to-time after the execution of this Agreement whether before or after the Closing, in order to effectuate the provisions of this Agreement or the transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to this transaction; provided, that, the party being requested to deliver such instruments or take such other actions shall not be required to incur any cost or expense, other than any de minimis cost or expense or any cost or expense which the requesting party agrees in writing to reimburse. Without limiting the generality of the foregoing, Purchaser agrees that it will, if Seller so requests, provide Seller with such nonconfidential information regarding Purchaser and its business as Seller and Purchaser may reasonably agree to confirm to Seller's existing lender, the Purchaser's status as a third-party acquiring the Property in an arm's length transaction. The terms and provisions of this Section 7.4 survive the Closing.

7.5 Financing. Notwithstanding anything to the contrary contained herein, the transactions contemplated in this Agreement are on an all-cash sale, and the terms hereof are not contingent upon Purchaser obtaining any financing. Purchaser understands and agrees that neither its receipt of a commitment from a lending institution or investor, its acceptance of such a commitment, nor its satisfaction of any condition set forth in such a commitment shall in any way be a condition of Purchaser's obligations under this Agreement. Seller makes no representation or warranty as to Purchaser's ability to obtain any financing.

ARTICLE 8. CLOSING CONDITIONS

8.1 Mutual Closing Conditions. The respective obligations of Seller and Purchaser to close the transaction contemplated in this Agreement are subject to the satisfaction at or prior to Closing of the following conditions precedent (the "Mutual Closing Conditions"):

(a) Adverse Proceedings. No judgment, order, decree, statute, law, ordinance, rule or regulation, entered, enacted, promulgated, enforced or issued by any court or other Governmental Authority of competent jurisdiction or other legal restraint or prohibition shall be in effect, and there shall not be pending or threatened any suit, action or proceeding by any Governmental Authority, preventing or seeking to prevent the transaction described in this Agreement (an "Adverse Proceeding"), unless (in any of the foregoing cases) the same shall have been dismissed, released or otherwise cured prior to Closing.

(b) Adverse Law. No Applicable Law shall have been enacted that would make illegal or invalid or otherwise prevent the consummation of the transaction described in this Agreement.

8.2 Purchaser Closing Conditions. In addition to the Mutual Closing Conditions, Purchaser's obligations to close the transactions described in this Agreement are subject to the satisfaction at or prior to Closing of the following conditions precedent (the "Purchaser Closing Conditions"):

(a) Seller's Deliveries. All the Seller Closing Deliveries shall have been delivered to Purchaser or deposited with Escrow Agent in the Closing Escrow to be delivered to Purchaser at Closing.

(b) Representations and Warranties. The representations or warranties of Seller in this Agreement (as qualified by any schedules to this Agreement and any amendments or supplements to such schedules) shall be true and correct as of the Closing (or as of such other date to which such representation or warranty expressly is made) in all material respects.

(c) Covenants and Obligations. The covenants and obligations of Seller in this Agreement shall have been performed in all material respects.

The Purchaser Closing Conditions are for the benefit of Purchaser, and Purchaser shall have the right to waive any of the Purchaser Closing Conditions at or prior to Closing; provided, however, that any such waiver shall be made in writing executed by Purchaser. Notwithstanding the foregoing, in the event a Purchaser Closing Condition is not satisfied at or prior to Closing and Purchaser nevertheless closes the transactions described in this Agreement, then Purchaser shall be deemed to have waived such Purchaser Closing Condition.

8.3 Seller Closing Conditions. In addition to the Mutual Closing Conditions, Seller's obligations to close the transactions contemplated in this Agreement are subject to the satisfaction at or prior to Closing of the following conditions precedent (the "Seller Closing Conditions"):

(a) Receipt of the Purchase Price. Purchaser shall have (A) paid to Seller or deposited with Escrow Agent, together with an unconditional and irrevocable written direction to disburse the same to Seller, the Purchase Price and (B) delivered an unconditional and irrevocable written direction to Escrow Agent to disburse the Earnest Money to Seller.

(b) Purchaser's Deliveries. All the Purchaser Closing Deliveries shall have been delivered to Seller or deposited with Escrow Agent in the Closing Escrow to be delivered to Seller at Closing.

(c) Representations and Warranties. The representations and warranties of Purchaser in this Agreement shall be true and correct in all material respects as of the Closing (or as of such other date to which such representation or warranty expressly is made).

(d) Covenants and Obligations. The covenants and obligations of Purchaser in this Agreement shall have been performed in all material respects.

The Seller Closing Conditions are for the benefit of Seller, and Seller shall have the right to waive any of the Seller Closing Conditions at or prior to Closing; provided, however, that any such waiver shall be made in writing executed by Seller. Notwithstanding the foregoing, in the event a Seller Closing Condition is not satisfied at or prior to Closing and Seller nevertheless closes the transactions described in this Agreement, then Seller shall be deemed to have waived such Seller Closing Condition.

8.4 Frustration of Closing Conditions. Seller and Purchaser may not rely on the failure of the Mutual Closing Conditions or, respectively, the Seller Closing Conditions or Purchaser Closing Conditions, if such failure was caused by such Party's failure to act in good faith or to use its commercially reasonable efforts to cause the Closing to occur. Notwithstanding the foregoing, in the event a Mutual Closing Condition is not satisfied at or prior to Closing and Seller and/or Purchaser nevertheless Close the transactions described in this Agreement, then Seller and/or Purchaser shall be deemed to have waived such Mutual Closing Condition.

ARTICLE 9. CLOSING

9.1 Closing Date. The closing of the transaction described in this Agreement (the "Closing") shall occur on or before August 31, 2023, or such other date as agreed to in writing between Seller and Purchaser (the date on which the Closing occurs is referred to herein as the "Closing Date"). The Closing shall occur at the offices of the Escrow Agent, or such other place as agreed to in writing between Seller and Purchaser.

9.2 Closing Deliveries.

(a) Seller's Deliveries. At the Closing, Seller shall deliver or cause to be delivered to Purchaser or deposited with Escrow Agent in the Closing Escrow to be delivered to Purchaser at Closing, all of the (i) documents, each of which shall have been duly executed by Seller and acknowledged (if required), and (ii) other items, set forth in this Section 9.2(a) (the "Seller Closing Deliveries"), as follows:

(i) A closing certificate affirming the representations and warranties in this Agreement, together with all exhibits to this Agreement, in a form prepared by the Escrow Agent and agreeable to the Parties;

(ii) A deed in conveying all of Seller's right, title and interest in and to the Property to Purchaser, in a form prepared by the Escrow Agent and agreeable to the Parties;

(iii) A Real Estate Transfer Statement (Form 521), (collectively, the "Transfer Statement") each duly executed by Seller, in a form prepared by the Escrow Agent and agreeable to the Parties;

(iv) A General Assignment and Assumption assigning Seller's right, title and interest in and to the Scooters Lease to Purchaser, in a form prepared by the Seller and agreeable to the Purchaser;

(v) An owner's affidavit for the benefit of the Title Company, as the Title Company may require to issue the Title Policy;

(vi) A FIRPTA affidavit in the form set forth in the regulations under Section 1445 of the Code;

(vii) The Closing Statement prepared pursuant to Section 10.1;

(viii) A statement by the Property or its managing agent on behalf of and authorized by the Property that the common charges and any assessments then due and payable to the Property have been paid to the Closing Date; and

(ix) Such other documents and instruments as may be reasonably requested by Purchaser in order to consummate the transaction described in this Agreement.

(b) Purchaser's Deliveries. At the Closing, Purchaser shall deliver or cause to be delivered to Seller or Escrow agent all of the (i) documents, each of which shall have been duly executed by Purchaser and acknowledged (if required), and (ii) other items, set forth in this Section 9.2(b) (the "Purchaser Closing Deliveries"), as follows:

(i) The Purchase Price to be paid by Purchaser;

(ii) An unconditional and irrevocable letter of direction to Escrow Agent directing Escrow Agent to disburse the Earnest Money to Seller;

(iii) A closing certificate affirming the representations and warranties in this Agreement, together with all exhibits to this Agreement, in a form prepared by the Escrow Agent and agreeable to the Parties;

(iv) A counterpart of each of the documents and instruments to be delivered by Seller under Section 9.2(a) which require execution by Purchaser, including, without limitation, the Transfer Statement, the Assignment and Assumption of Scooter Lease, Deed, etc.; and

(v) Such other documents and instruments as may be reasonably requested by Seller or the Title Company to consummate the transaction described in this Agreement.

9.3 Possession. Seller shall deliver possession of the Property, subject to the Permitted Exceptions, to Purchaser upon completion of the Closing.

ARTICLE 10. PRORATIONS AND EXPENSES

10.1 Closing Statement. No later than 5:00 p.m. (central time) at least three business days prior to Closing, the Escrow Agent shall prepare a closing statement (the “Closing Statement”) setting forth the allocations, prorations, and flow of funds at Closing, all on the terms of this Article 10. The Closing Statement shall be approved and executed by the Parties at Closing, and such adjustments and prorations shall be final with respect to the items set forth in the Closing Statement, except to the extent any such items shall be re-prorated after the Closing as expressly set forth in Section 10.2.

10.2 Prorations. The items of revenue and expense set forth in this Section 10.2 shall be prorated between the Parties (the “Prorations”) as of 11:59 p.m. (central time) on the day preceding the Closing Date (the “Cut-Off Time”), or such other time expressly provided in this Section 10.2 so that the Closing Date is a day of income and expense for Purchaser.

(a) Douglas County Taxes. All Taxes that become delinquent during the taxable year in which the Closing Date occurs shall be prorated as of the Cut-Off Time between Seller and Purchaser.

(b) Unamortized Lease Commissions. Any amounts prepaid, accrued, or due and payable shall be prorated as of the Cut-Off Time between Seller and Purchaser.

(c) Other Adjustments and Prorations/Re-proration. All other items of income and expense as are customarily adjusted or prorated upon the sale and purchase of a Property similar to the Property shall be adjusted and prorated between Seller and Purchaser accordingly. Moreover, unless any obligations of Purchaser and Seller to re-prorate for certain items are otherwise set forth in this Section 10.2, (and without limitation of such obligations, including with respect to Taxes and utilities), within ninety (90) days after the Closing, Seller and Purchaser shall re-prorate any amounts that were not ascertainable at the time of the Closing or which may be subject to adjustment in accordance with the Property Documents (including, without limitation, any management fees) and pay any deficiency in the original prorations for such amounts to the other Party. The foregoing obligation to re-prorate survive the Closing.

(d) Obligations Following Prorations. In any case in which Purchaser receives a credit at Closing on account of any obligation of Seller hereunder, Seller shall have no further liability for such obligation to the extent the credit so given, and Purchaser shall pay and discharge the same.

(e) Survives Closing. The terms and provisions of this Section 10.2 survives the Closing.

10.3 Transaction Costs.

(a) Seller’s Transaction Costs. In addition to the other costs and expenses to be paid by Seller set forth elsewhere in this Agreement, Seller shall pay for the following items in connection with this transaction: (i) the fees and expenses of removing or curing any Unpermitted Exceptions; (ii) one-half (½) of the closing and escrow fees and expenses for the Escrow Agent; (iii) the fees and expenses of its own attorneys, accountants, advisors and consultants; (iv) the commission due to the Broker; and (v) the real Property transfer tax filing fees payable in connection with the transfer of title to the Property. All such tax payments paid pursuant to clause (v) hereof shall be made payable directly to the order of the appropriate governmental officer or the Title Company.

(b) Purchaser’s Transaction Costs. In addition to the other costs and expenses to be paid by Purchaser as set forth elsewhere in this Agreement, Purchaser shall pay for the following items in connection with this transaction: (i) the fees and expenses incurred by Purchaser for Purchaser’s Inspectors or otherwise in connection with the Inspections; (ii) all title charges and survey costs, including the premium on the Title Policy, as well as for any updates and reliance letters with respect to any environmental, engineering, zoning and other similar third-party reports (if any) that are included in the Seller Due Diligence Materials (to the extent that Purchaser obtains or requests Seller to obtain such updates or reliance letters); (iii) any sales or similar tax and recording charges payable in connection with the conveyance of the Property; (iv) any fees or expenses payable for the assignment, transfer or conveyance of the Equipment Leases, Operating Agreements, Construction Documents, Warranties, Licenses and Permits, Management Agreement (including the transfer of any security deposits under any of the foregoing); (v) any mortgage tax, title insurance fees and expenses for any loan title insurance policies, recording charges or other amounts payable in connection with any financing obtained by Purchaser; (vi) one-half (1/2) of the closing and escrow fees and expenses for the Escrow Agent; (vii) the costs for obtaining any title endorsements and extended coverage to the Title Policy; (viii) the fees and expenses of its own attorneys, accountants, advisors and consultants, (ix) all charges for recording and/or filing the deed, and (x) the Buyer’s premium of an amount equal to 5% payable to the auctioneer of the Auction.

(c) Other Transaction Costs. All other fees, costs and expenses not expressly addressed in this Section 10.3 or elsewhere in this Agreement shall be allocated between Seller and Purchaser in accordance with applicable local custom for similar transactions.

(d) Survival. The Parties' obligations pursuant to the terms and conditions of this Section 10.3 survive the Closing and any termination of this Agreement.

ARTICLE 11. TERMINATION; EFFECT OF TERMINATION

11.1 Seller's Right of Termination. This Agreement may be terminated by Seller (i) if any of the Mutual Closing Conditions set forth in Section 8.1 has not been satisfied by the Closing Date, (ii) if any of the Seller Closing Conditions set forth in Section 8.3 has not been satisfied or waived by the Closing Date, or (iii) upon a Purchaser Default.

11.2 Purchaser's Right of Termination. This Agreement may be terminated by Purchaser (i) if any of the Mutual Closing Conditions in Section 8.1 has not been satisfied by the Closing Date, (iii) if any of the Purchaser Closing Conditions in Section 8.2 has not been satisfied or waived by the Closing Date, or (iv) upon a Seller Default.

11.3 Effect of Termination. In the event of the termination of this Agreement pursuant to Section 11.1 or Section 11.2, this Agreement shall thereafter become void and have no effect, without any liability on the part of any Party other than the provisions of this Section 11.3 and such provisions in this Agreement which expressly survive termination of this Agreement.

(a) Purchaser Default. Upon termination of this Agreement by Seller upon a Purchaser Default, Seller shall direct Escrow Agent to disburse the Earnest Money to Seller within two (2) Business Days after such termination, and Seller and Purchaser shall have no further rights or obligations under this Agreement, except those which expressly survive such termination. Purchaser's obligation to cause Escrow Agent to disburse the Earnest Money to Seller survive such termination.

(b) LIQUIDATED DAMAGES. THE PARTIES ACKNOWLEDGE AND AGREE THAT IF THIS AGREEMENT IS TERMINATED PURSUANT TO SECTION 11.1, THE DAMAGES THAT SELLER WOULD SUSTAIN AS A RESULT OF SUCH TERMINATION WOULD BE DIFFICULT IF NOT IMPOSSIBLE TO ASCERTAIN. ACCORDINGLY, THE PARTIES AGREE THAT SELLER SHALL RETAIN THE EARNEST MONEY AS FULL AND COMPLETE LIQUIDATED DAMAGES (AND NOT AS A PENALTY) AS SELLER'S SOLE AND EXCLUSIVE REMEDY FOR SUCH TERMINATION; PROVIDED, HOWEVER, THAT PURCHASER SHALL REMAIN FULLY RESPONSIBLE AND LIABLE HEREUNDER FOR ALL OF PURCHASER'S DUTIES, OBLIGATIONS AND LIABILITIES WHICH EXPRESSLY SURVIVE SUCH TERMINATION.

(c) Earnest Money. If this Agreement is terminated by Purchaser pursuant to Section 11.2, the Parties shall direct Escrow Agent (pursuant to Section 2.2(c)) to refund the Earnest Money to Purchaser, and Seller and Purchaser shall have no further rights or obligations under this Agreement, except those which expressly survive such termination. The terms of this Section 11.3(c) survive the termination of this Agreement.

11.4 Seller's Right to Cure. Notwithstanding anything to the contrary in this Agreement, Purchaser shall not have the right to terminate this Agreement under Section 11.2 for a Seller Default (a "Purchaser Closing Condition Failure"), unless Purchaser has provided written notice to Seller specifying in reasonable detail the nature of the Seller Default or Purchaser Closing Condition Failure (as the case may be), and Seller has not cured such Seller Default or Purchaser Closing Condition Failure (as the case may be) within ten (10) days after Seller's receipt of such notice (the "Seller Cure Period"). If the Closing is scheduled to occur within the Seller Cure Period, the Closing Date shall be postponed until the date which is five (5) Business Days after the expiration of the Seller Cure Period. Notwithstanding the foregoing, Seller acknowledges and agrees that the terms of this Section 11.4 shall not apply to any failure by Seller to satisfy Seller's obligation to make the material deliveries required to be made by it on the Closing Date pursuant to Section 9.2(a) hereof.

11.5 Purchaser's Right to Cure. Notwithstanding anything to the contrary in this Agreement, Seller shall not have the right to terminate this Agreement under Section 11.1 for a Purchaser Default (a "Seller Closing Condition Failure"), unless Seller has provided written notice to Purchaser specifying in reasonable detail the nature of the Purchaser Default or Seller Closing Condition Failure (as the case may be), and Purchaser has not cured such Purchaser Default or Seller Closing Condition Failure (as the case may be) within ten (10) days after Seller's receipt of such notice (the "Purchaser Cure Period"). If the Closing is scheduled to occur within the Purchaser Cure Period, the Closing Date shall be postponed until the date which is five (5) Business Days after the expiration of the Purchaser Cure Period. Notwithstanding the foregoing, Purchaser acknowledges and agrees that the terms of this Section 11.5 shall not apply to: (a) any failure by Purchaser to satisfy Purchaser's obligation to make the material deliveries required to be made by it on the Closing Date pursuant to Section 9.2(b) hereof

(including the obligation to pay the Purchase Price) as to which obligation TIME IS OF THE ESSENCE, or (b) a breach or default by Purchaser under Section 2.2(a), 2.3, or 13.4.

ARTICLE 12. RISK OF LOSS

If, at any time after the date of this Agreement and prior to Closing or the earlier termination of this Agreement, any Governmental Authority commences any condemnation proceeding or other proceeding in eminent domain with respect to all or any portion of the Property (a "Condemnation"), Seller shall give written notice of such Condemnation to Purchaser promptly after Seller receives notice of such Condemnation.

If the Condemnation would (i) result in the permanent loss of more than twenty percent (20%) of the fair market value of the Property, or (ii) result in any permanent material reduction of, or restriction in access to, the Property, (a "Material Condemnation"), then Purchaser shall have the right to elect, by providing written notice to Seller within ten (10) days after Purchaser's receipt of Seller's written notice of such Condemnation, to (A) terminate this Agreement, in which case the Earnest Money shall be refunded to Purchaser in accordance with Section 2.2(c), and the Parties shall have no further rights or obligations under this Agreement, except those which expressly survive such termination, or (B) proceed to Closing, without terminating this Agreement, in which case Seller shall assign to Purchaser all of Seller's right, title and interest in all proceeds and awards from such Condemnation. If Purchaser fails to provide written notice of its election to Seller within such time period, then Purchaser shall be deemed to have elected to proceed to Closing pursuant to clause (B) of the preceding sentence. If the Closing is scheduled to occur within Purchaser's ten (10) day election period, the Closing shall be postponed until the date which is five (5) Business Days after the expiration of such ten (10) day election period.

In the event of any Condemnation other than a Material Condemnation, Purchaser shall not have the right to terminate this Agreement, but shall proceed to Closing, in which case Seller shall assign to Purchaser all of Seller's right, title and interest in all proceeds and awards from such Condemnation.

ARTICLE 13. MISCELLANEOUS PROVISIONS

13.1 Rules of Construction. The following rules shall apply to the construction and interpretation of this Agreement:

(a) Capitalized words used in this Agreement have the meanings ascribed to them wherein defined. Additional defined terms are set forth on Schedule 13.1(a).

(b) Singular words shall connote the plural as well as the singular, and plural words shall connote the singular as well as the plural, and the masculine shall include the feminine and the neuter, as the context may require.

(c) All references in this Agreement to particular articles, sections, subsections or clauses (whether in upper or lower case) are references to articles, sections, subsections or clauses of this Agreement. All references in this Agreement to particular exhibits or schedules (whether in upper or lower case) are references to the exhibits and schedules attached to this Agreement, unless otherwise expressly stated or clearly apparent from the context of such reference.

(d) The headings in this Agreement are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

(e) Any reference to any agreement (including this Agreement), document, instrument, tax or tariff means such agreement, document, instrument, tax or tariff as amended or modified in effect from time-to-time in accordance with the terms thereof and, if applicable, the terms hereof.

(f) The terms "hereby," "hereof," "," "herein," "hereunder" and any similar terms shall refer to this Agreement, and not solely to the provision in which such term is used.

(g) The terms "include," "including" and similar terms shall be construed as if followed by the phrase "without limitation."

(h) The term “sole discretion” with respect to any determination to be made a Party under this Agreement shall mean the sole and absolute discretion of such Party, without regard to any standard of reasonableness or other standard by which the determination of such Party might be challenged.

(i) Each Party and its counsel have reviewed and revised (or requested revisions of) this Agreement and have participated in the preparation of this Agreement, and therefore any rules of construction requiring that ambiguities are to be resolved against the Party which drafted the Agreement, or any exhibits shall not be applicable in the construction and interpretation of this Agreement or any exhibits.

13.2 Notices.

(a) Method of Delivery. All notices, requests, demands and other communications required to be provided by any Party under this Agreement (each, a “Notice”) shall be in writing and delivered, at the sending Party’s cost and expense, by (i) personal delivery, (ii) Federal Express or other reputable overnight courier service, or (iii) electronic mail to following physical or electronic mail address:

If to Seller:

Cutchall Property Management, L.L.C.
c/o Cutchall Management Company, Inc.
Attn: Philip Murante
13305 Birch Drive, Suite 201
Omaha, NE 68164
philip@cutchallmanagement.com

with copy to (which is necessary but not sufficient to establish Notice):

Lee & Associates Omaha
12020 Shamrock Plaza, Suite 333
Omaha, NE 68154
dgoaley@lee-associates.com
smoore@lee-associates.com

If to Purchaser:

(b) Receipt of Notices. All Notices sent by a Party (or its counsel pursuant to Section 13.1(e) under this Agreement shall be effective upon (i) delivery, personally or by electronic mail, as the case may be, to the address of the recipient Party, provided that such delivery is made prior to 5:00 p.m. (local time for the recipient Party) on a Business Day, otherwise the following Business Day, or (ii) the attempted delivery, personally or by facsimile, as the case may be, of such Notice if (A) such recipient Party refuses delivery of such Notice, or (B) such recipient Party is no longer at such address or facsimile number, and such recipient Party failed to provide the sending Party with its current address or facsimile number pursuant to Section 13.1(d), or (iii) one (1) Business Day after such Notice is deposited with an overnight delivery service for overnight delivery.

13.3 No Recordation. Purchaser shall not record this Agreement, nor any memorandum or other notice of this Agreement, in any public records. Purchaser hereby grants a power of attorney to Seller (which power is coupled with an interest and shall be irrevocable) to execute and record on behalf of Purchaser a memorandum or other notice removing this Agreement or any memorandum or other notice of this Agreement from the public records or evidencing the termination of this Agreement.

13.4 Time is of the Essence. Time is of the essence of this Agreement; provided, however, that notwithstanding anything to the contrary in this Agreement, if the period for the performance of any covenant or obligation, satisfaction of any

condition or delivery of any Notice or item required under this Agreement shall expire on a day other than a Business Day, such period shall be extended automatically to the next Business Day.

13.5 Assignment. Purchaser shall not assign this Agreement or any interest therein (or any direct or indirect interest in Purchaser) to any Person, without the prior written consent of Seller, which consent may be withheld in Seller's sole discretion.

13.6 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties, and their respective successors and permitted assigns.

13.7 Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies on any Person other than (i) the Parties and their respective successors and permitted assigns, and (ii) any Indemnitee to the extent such Indemnitee is expressly provided any right of defense or indemnification in this Agreement.

13.8 Governing Law. This Agreement shall be governed by, interpreted under and construed and enforced in accordance with, the laws of the State of Nebraska, without reference to conflicts of laws principles.

13.9 Severability. If any term or provision of this Agreement is held to be or rendered invalid or unenforceable at any time in any jurisdiction, (i) such term or provision shall not affect the validity or enforceability of any other terms or provisions of this Agreement, or the validity or enforceability of such affected term or provision at any other time or in any other jurisdiction, and (ii) in lieu of each term or provision that is invalid or unenforceable, a term or provision shall be added as part of this Agreement as similar as possible to such invalid or unenforceable term or provision while being valid and enforceable.

13.10 JURISDICTION AND VENUE. ANY LITIGATION OR OTHER COURT PROCEEDING WITH RESPECT TO ANY MATTER ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT SHALL BE CONDUCTED IN ANY STATE OR FEDERAL COURT IN DOUGLAS COUNTY, NEBRASKA, AND SELLER (FOR ITSELF AND ALL SELLER INDEMNITEES) AND PURCHASER (FOR ITSELF AND ALL PURCHASER INDEMNITEES) HEREBY SUBMIT TO JURISDICTION AND CONSENT TO VENUE IN SUCH COURTS, AND WAIVE ANY DEFENSE BASED ON FORUM NON CONVENIENS.

13.11 WAIVER OF TRIAL BY JURY. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT. THIS WAIVER IS A MATERIAL INDUCEMENT FOR SELLER TO ENTER INTO AND ACCEPT THIS AGREEMENT AND THE DOCUMENTS DELIVERED BY PURCHASER AT THE CLOSING AND NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, SHALL SURVIVE THE CLOSING OR THE TERMINATION OF THIS AGREEMENT.

13.12 Incorporation of Recitals, Exhibits and Schedules. The recitals to this Agreement, and all exhibits and schedules (as amended, modified, and supplemented from time-to-time pursuant to Section Error! Reference source not found.) referred to in this Agreement are incorporated herein by such reference and made a part of this Agreement. Any matter disclosed in any schedule to this Agreement shall be deemed to be incorporated in all other schedules to this Agreement.

13.13 Entire Agreement. This Agreement sets forth the entire understanding and agreement of the Parties and shall supersede the and any other agreements and understandings (written or oral) between the Parties on or prior to the date of this Agreement with respect to the transaction described in this Agreement, other than the Access Agreement and the Confidentiality Agreement. Notwithstanding the foregoing, to the extent that the terms and provisions of this Agreement conflict with any terms and provisions of the Access Agreement or the Confidentiality Agreement, the terms and provisions of this Agreement shall control.

13.14 Amendments, Waivers and Termination of Agreement. Except as set forth in Section 13.12, no amendment or modification to any terms or provisions of this Agreement, waiver of any covenant, obligation, breach or default under this Agreement or termination of this Agreement (other than as expressly provided in this Agreement), shall be valid unless in writing and executed and delivered by each of the Parties.

13.15 Not an Offer. The delivery by Seller of this Agreement executed by Seller shall not constitute an offer to sell the Property, and Seller shall have no obligation to sell the Property to Purchaser, unless and until all Parties have executed and delivered this Agreement to all other Parties.

13.16 Counterparts. A Party may deliver executed signature pages to this Agreement by DocuSign® or similar electronic signature platform to any other Party, which shall be deemed to be an original executed signature page. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all which counterparts together shall constitute one agreement with the same effect as if the Parties had signed the same signature page.

Remainder of page intentionally left blank.

Signatures on following pages

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed and delivered in its name by a duly authorized officer or representative.

SELLER:
CUTCHALL PROPERTY MANAGEMENT, L.L.C.

By: Cutchall Management Company, Inc.
Its: Manager

By: Philip S. Murante
Its: Chief Executive Officer

PURHASER:

By:
Its:

Schedule 13.1(a)
DEFINITIONS

In addition to the terms defined above in the introduction and recitals to this Agreement, the following terms when used in this Agreement shall have the meanings set forth in this Schedule.

“Affiliate” means, with respect to the Person in question, any other Person that, directly or indirectly, (i) owns or controls fifty percent (50%) or more of the outstanding voting and/or equity interests of such Person, or (ii) controls, is controlled by or is under common control with, the Person in question. For the purposes of this definition, the term “control” and its derivations means having the power, directly or indirectly, to direct the management, policies or general conduct of business of the Person in question, whether by the ownership of voting securities, contract or otherwise.

“Applicable Law” means (i) all statutes, laws, common law, administrative decisions, rules, regulations, ordinances, codes or other legal requirements of any Governmental Authority, stock exchange, board of fire underwriters and similar quasi-governmental authority, and (ii) any judgment, injunction, order or other similar requirement of any court or other adjudicatory authority, in effect at the time in question and in each case to the extent the Person or Property in question is subject to the same.

“Broker” shall mean Operation Flee LLC, a Nebraska limited liability company dba Lee & Associates Omaha.

“Business Day” means any day other than a Saturday, Sunday, or federal legal holiday.

“Closing Tax Year” means the Tax Year in which the Closing Date occurs.

“Code” means the Internal Revenue Code of 1986, as amended from time-to-time, and any regulations, rulings and guidance issued by the Internal Revenue Service.

“Earnest Money” means, at the time in question, the amounts then deposited with Escrow Agent in respect of the Deposit, together with all interest and any other amounts earned thereon.

“Employee Plans” means all Plans and all severance, change in control or employment plans, programs or agreements, and vacation, incentive, bonus, stock option, stock purchase and restricted stock plans, programs or policies that are entered into, maintained, administered or directly or indirectly contributed to, as the case may be, by Manager and covers any Employee and/or spouse, dependents or other qualified beneficiaries.

“Environmental Claims” means all claims for reimbursement, remediation, abatement, removal, clean up, contribution, personal injury, Property damage or damage to natural resources made by any Governmental Authority or other Person arising from or in connection with the (i) presence or actual or potential spill, leak, emission, discharge or release of any Hazardous Substances over, on, in, under or from the Property, or (ii) violation of any Environmental Laws with respect to the Property.

“Environmental Laws” means any Applicable Laws which regulate the manufacture, generation, formulation, processing, use, treatment, handling, storage, disposal, distribution or transportation, or an actual or potential spill, leak, emission, discharge or release of any Hazardous Substances, pollution, contamination or radiation into any water, soil, sediment, air or other environmental media, including (i) the Comprehensive Environmental Response, Compensation and Liability Act, (ii) the Resource Conservation and Recovery Act, (iii) the Federal Water Pollution Control Act, (iv) the Toxic Substances Control Act, (v) the Clean Water Act, (vi) the Clean Air Act, and (vii) the Hazardous Materials Transportation Act, and similar state and local laws, as amended as of the time in question.

“Environmental Liabilities” means all liabilities and obligations under any Environmental Laws arising from or in connection with the Property, including any obligations to manage, control, contain, remove, remedy, respond to, clean up or abate any actual or potential spill, leak, emission, discharge or release of any Hazardous Substances, pollution, contamination or radiation into any water, soil, sediment, air, or other environmental media.

“Governmental Authority” means any federal, state or local government or other political subdivision thereof, including any Person exercising executive, legislative, judicial, regulatory or administrative governmental powers or functions, in each case to the extent the same has jurisdiction over the Person or Property in question.

“Hazardous Substances” means any hazardous or toxic substances, materials or waste, whether in solid, semisolid, liquid or gaseous form, including asbestos, petroleum or petroleum by-products and polychlorinated biphenyls.

“Indemnification Loss” means, with respect to any Indemnitee, any actual (and not contingent) liability, damage (but expressly excluding any consequential damages, punitive damages and lost profits), loss, cost or expense, including reasonable attorneys’ fees and expenses and court costs, incurred by such Indemnitee as a result of the act, omission or occurrence in question.

“Inspections” mean, prior to the Closing Date, Purchaser’s or its officers, employees, contractors, consultants, agents, or representatives’ physical inspection of the Property.

“Knowledge” means (i) with respect to Seller, the actual knowledge of the Seller’s chief executive officer without any duty of inquiry or investigation, and expressly excluding the knowledge of any other shareholder, partner, member, trustee, beneficiary, director, officer, manager, employee, agent, representative or attorney of Seller or any of its Affiliates, and (ii) with respect to Purchaser, (A) the actual knowledge of Chad McMahon without any duty of inquiry or investigation, and expressly excluding the knowledge of any other shareholder, partner, member, trustee, beneficiary, director, officer, manager, employee, agent, representative or attorney of Purchaser or any of its Affiliates, (B) any matter disclosed in any exhibits or schedules to this Agreement, (C) any matter disclosed in any Seller Due Diligence Materials or any other documents or materials provided by Seller or any of its Affiliates, agents, attorneys, consultants or representatives to Purchaser or any of its Affiliates, agents, attorneys, consultants or representatives prior to Closing, and (D) any matter disclosed by the Inspections. For the purposes of this definition, the term “actual knowledge” means, with respect to any person, the conscious awareness of such person at the time in question, and expressly excludes any constructive or implied knowledge of such person.

“Liability” means any liability, obligation, damage, loss, diminution in value, cost or expense of any kind or nature whatsoever, whether accrued or unaccrued, actual or contingent, known or unknown, foreseen or unforeseen.

“Ordinary Course of Business” means the ordinary course of business consistent with Seller’s past custom and practice for the Business, considering the facts and circumstances in existence from time-to-time.

“Person” means any natural person, corporation, general or limited partnership, limited liability company, association, joint venture, trust, estate, Governmental Authority or other legal entity, in each case whether in its own or a representative capacity.

“Property” has the meaning set forth in the Recitals.

“Prime Rate” means the rate of interest published in the *Wall Street Journal* from time-to-time as the prime rate of interest, changing simultaneously and automatically with each announced change in said rate. In the event the *Wall Street Journal* ceases to publish a prime rate of interest, the Prime Rate shall be determined by Seller by reference to such other publication as Seller shall reasonably select.

“Purchaser Default” means a material breach or default by Purchaser in any of its representations, warranties, covenants or obligations under this Agreement to the extent such breach or default is not caused by a Seller Default and (except for a breach or default under Sections 3.2(a), 3.3, or 16.4, or a failure to make any delivery set forth in Section 10.3(b) required to be made by Purchaser at Closing, which (in each case) shall have no cure period) which breach or default is not cured within ten (10) Business Days after Purchaser’s receipt of written notice of such breach or default from Seller.

“Purchaser Indemnitees” means Purchaser and its Affiliates, and each of their respective shareholders, members, partners, trustees, beneficiaries, directors, officers and employees, and the successors, permitted assigns, legal representatives, heirs and devisees of each of the foregoing.

“Scheduled Closing Date” means the date on which the Closing is scheduled to occur as the same may be postponed pursuant to the terms of this Agreement.

“Seller Default” means a material breach or default by Seller in any of its representations, warranties, covenants or obligations under this Agreement, to the extent such breach or default is not caused by a Purchaser Default and (except for a failure to make any material delivery set forth in Section 10.3(a) required to be made by Seller at Closing) which breach or default is not cured within ten (10) Business Days after Seller’s receipt of written notice of such default from Purchaser.

“Seller Indemnitees” means Seller and its Affiliates, and each of Seller’s and its Affiliates’ respective shareholders, members, partners, trustees, beneficiaries, directors, officers and employees, and the successors, permitted assigns, legal representatives, heirs and devisees of each of the foregoing.

“Seller Parties” means Seller and its Affiliates, including and each of Seller’s and its Affiliates’ respective directors, trustees, officers and employees.

“Seller’s Possession” means in the physical possession of any officer or employee of Seller or any of its respective Affiliates who has primary responsibility for the Business; provided, however, that any reference in this Agreement to Seller’s Possession of any documents or materials expressly excludes the possession of any such documents or materials that (i) are legally privileged or constitute attorney work product, (ii) are subject to a confidentiality agreement, or (iii) constitute confidential internal assessments, reports, studies, memoranda, notes or other correspondence prepared by, for or on behalf of any officer or employee of Seller or any of its Affiliates and not delivered to any third-party (other than a third-party which is bound by a confidentiality agreement or other confidentiality obligation).

“Tax Year” shall mean the year period commencing on January 1 of each calendar year and ending on December 31 of each calendar year.

“Taxes” means any federal, state, local or foreign, real Property, personal Property, sales, use, room, occupancy, ad valorem or similar taxes, assessments, levies, charges or fees imposed by any Governmental Authority on Seller with respect to the Property or the Business, including any interest, penalty or fine with respect thereto, but expressly excluding any (i) federal, state, local or foreign income, capital gain, gross receipts, capital stock, franchise, profits, estate, gift or generation skipping tax, or (ii) transfer, documentary stamp, recording or similar tax, levy, charge or fee incurred with respect to the transaction described in this Agreement.

“Third-Party Claim” means, with respect to the Person in question, any claim, demand, lawsuit, arbitration or other legal or administrative action or proceeding against the Person in question by any other Person which is not an Affiliate of the Person in question.