QUITCLAIM DEED

KNOW ALL BY THESE PRESENTS:

THIS QUITCLAIM DEED is made this__/__ day of May, 2001, by and between the UNITED STATES OF AMERICA, hereinafter referred to as Grantor, acting by and through the Deputy Assistant Secretary of the Army (I&H) pursuant to a delegation of authority from the SECRETARY OF THE ARMY, under and pursuant to the powers and authority contained in Section 2836(a) of the National Defense Authorization Act for Fiscal Year 1995 (Public Law 103-337, 108 Stat 2663, 3063) ("said Act"), and GIAET #2, L. L. C., a Nebraska limited liability company, with its principal office located at 113 West Second Street, Grand Island, Nebraska 68801, hereinafter referred to as Grantee.

WITNESSETH:

WHEREAS, said Act authorizes the Secretary of the Army to convey the property herein to the Hall County, Nebraska, Board of Supervisors, or its designee; and

WHEREAS, said Board designated that the property to be conveyed herein be sold by public auction; and

WHEREAS, the Grantee is the assignee of the successful bidder at said auction; and

WHEREAS, the property to be conveyed herein has been identified by Grantor pursuant to 42 U.S.C. 9620(h)(4)(A) as real property on which no hazardous substances and no petroleum products or their derivatives were known to have been released or disposed of and appropriate concurrence in such identification has been obtained pursuant to 42 U.S.C. 9620(h)(4)(B); and

WHEREAS, the Grantee’s use of the property will be in a manner consistent with the Cornhusker Army Ammunition Plant Reuse Committee Comprehensive Reuse Plan; and

WHEREAS, all the property to be conveyed herein has heretofore been declared surplus to the needs of the United States of America, is presently under the jurisdiction of the Secretary of the Army, is available for disposal and its disposal has been heretofore authorized by the Secretary of the Army, acting pursuant to the above mentioned laws, regulations and orders.

NOW THEREFORE, Grantor and Grantee make the following respective conveyances, grants, assignments, reservations, restrictions, covenants, exceptions, notifications, conditions, and agreements hereinafter set forth.
I. CONVEYANCE

Grantor, for and in consideration of: (1) good and valuable consideration in the sum of Ninety Two Thousand Two Hundred Forty One and No/100 Dollars ($92,241.00); the receipt of which is hereby acknowledged by Grantor; and, (2) the specific agreements hereinafter made by Grantee, for itself and its successors and assigns, to abide by and take subject to all reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth in this Quitclaim Deed, does hereby convey, remise, release and forever quitclaim to the Grantee, its successors and assigns, under and subject to the reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth, all right, title and interest, in and to the following described property situate, lying, and being in Hall County, State of Nebraska, including any and all buildings, appurtenances and improvements thereon:

A tract of land comprising a part of the Southeast quarter (S/E ¼) of Section 6, Township 11 North, Range 10 West of the Sixth Principal Meridian, containing 99.728 acres, more or less, (hereinafter referred to as the "Property"), and being more particularly shown and described on Exhibit "A", which is attached hereto and made a part hereof.

RESERVING, however, to the Grantor, a perpetual and assignable easement and right-of-way for access in, on, over and across the east 50 feet of the west 110 feet of the Property for the operation, maintenance, alteration and replacement of an existing road and appurtenances thereto; together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the right-of-way.

TO HAVE AND TO HOLD the same, together with all improvements, hereditaments, appurtenances therein and all reversions, remainders, issues, profits and other rights belonging or related thereto, either in law or in equity, for the use, benefit and behalf of the Grantee, its successors and assigns forever.

II. GENERAL GOVERNMENT RESERVATIONS TO CONVEYANCE

This conveyance is expressly made subject to the following reservations in favor of Grantor, and its assigns:

a. SAVE AND EXCEPT and there is hereby reserved unto Grantor, and its assigns, all rights and interests that have been previously reserved to Grantor in any Patent(s) covering the Property.

b. SAVE AND EXCEPT and there is hereby reserved unto Grantor, and its assigns, all rents and other beneficial interests in favor of Grantor in and to the following lease to the extent, and only to the extent that such rents and other beneficial interests cover the Property:

Department of the Army Lease DACA45-1-99-6062 (Land Management Parcel #6) granted to Roger Nunnenkamp for the period March 1, 1999 through February 28, 2001.
III.  CERCLA COVENANT AND RESERVED ACCESS

a. Pursuant to Section 120(h)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. Section 9601 et seq. (CERCLA), the Grantor has identified the Property as real property on which no hazardous substances and no petroleum products or their derivatives were known to have been released or disposed of. The Grantor covenants and warrants to the Grantee that in the event that any response action or corrective action is found to be necessary after the date of this conveyance as a result of hazardous substances or petroleum products or their derivatives existing on the Property prior to the date of this conveyance, such response action or corrective action shall be conducted by the Grantor.

b. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, Grantor, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation, operation, and removal of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants. Grantor will provide the record title owner reasonable advance notice of such activities, responses, or remedial actions.

IV. SPECIFIC ENVIRONMENTAL NOTICES, EXCEPTIONS, RESTRICTIONS AND COVENANTS AFFECTING THE PROPERTY

This conveyance is expressly made subject to the following environmental notices, exceptions, restrictions and covenants affecting the property hereby conveyed to the extent and only to the extent the same are valid and affect the property, and shall be considered as covenants running with the land and binding on all parties having any right, title or interest in the property, or any part thereof, their heirs, successors and assigns.

Federal Facility Agreement

A copy of the Cornhusker Army Ammunition Plant Federal Facility Agreement (FFA), entered into by the United States Environmental Protection Agency (EPA) Region VII, the State of Nebraska, and the Department of the Army, effective September 1990, and a copy of any
amendments thereto, are available for the Grantee's review at the Office of the Commander's
Representative. The Grantee agrees that should any conflict arise between the terms of the FFA
as they presently exist or may be amended, and the provisions of this property transfer, the terms
of the FFA will take precedence. The Grantee further agrees that notwithstanding any other
provisions of the property transfer, the United States assumes no liability to the person or entity
to whom the property is transferred should implementation of the FFA interfere with their use of
the property. The Grantee or any subsequent transferee, shall have no claim on account of any
such interference against the United States or any officer, agent, employee or contractor thereof.

V. GENERAL EXCEPTIONS TO CONVEYANCE

This conveyance is expressly made subject to the following matters to the extent and only
to the extent the same are valid and affect the Property:

a. All existing permits, easements and rights-of-way for public streets, roads and
highways, public utilities, electric power lines, electric transmission facilities, recreational trails,
railroads, pipelines, ditches and canals on, over and across said land, whether or not of record,
including but not limited to those previously mentioned.

b. Any zoning laws, ordinances, or regulations governing the subject property or
regulations of other regulatory authorities having jurisdiction.

c. Matters which would be disclosed by a careful physical inspection of the property or
the property records and by a properly conducted survey of the property.

d. Any survey discrepancies, conflicts, or shortages in area or boundary lines, or any
encroachments, or protrusions, or any overlapping of improvements which may affect the
property.

e. All existing interest(s) reserved to or outstanding in third parties in and to coal, oil, gas,
and/or minerals.

f. All other existing interests reserved by any original Grantor(s) in chain of title unto said
Grantor(s), their respective successors and assigns, which affects any portion of the property
interest(s) hereinabove described.


h. All other existing Army outgrants including Easement No. DA25-066-ENG-11968
granted to Consumers Public Power District, for a powerline right-of-way, running north and
south, over and across the west 30 feet of the east 80 feet of the property and Easement No.
DACA45-2-99-6070 granted to Northwestern Service Company, for a gas-line right-of-way, 30
feet in width, running north to south from the northern boundary to the southern boundary, and
which is generally located 667.75 to 686.09 feet from the eastern boundary of the property as
shown on Exhibit "A", and installation commander agreements, whether or not of record or
otherwise approved in writing by Grantee.
h. Easement for a road over and across the east 50 feet and along southern boundary varying in width from 33 feet on the east to 46.46 feet on the west of the property. Also, subject to an easement for a drainage ditch, running north and south, over and across the west 60 feet of the property. Also subject to an easement for a recreational trail over and across the north 30 feet of the south 63 feet to 74.46 feet of the Property. Grantee is not permitted to disturb the area lying within the recreation trail easement. The locations and extent of these easements are indicated on the attached Exhibit “A”.

VI. MISCELLANEOUS GRANTEE COVENANTS

Grantee covenants for itself, and its successors or assigns, and every successor in interest in the Property, to abide with each of the agreements and covenants running with the land described in Section IV of this Quitclaim Deed. In addition, Grantor and its assigns shall be deemed a beneficiary of each of the following agreements and covenants without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have a right to enforce each of the following agreements and covenants in any court of competent jurisdiction. Notwithstanding the foregoing, Grantor, and its assigns shall have no affirmative duty to any successor in title to this conveyance to enforce any of the following agreements and covenants.

a. It is understood and agreed by Grantee, for itself and its successors and assigns, that the Property is conveyed “as is” and “where is” without any representation or warranty on the part of Grantor to make any alterations, repairs or additions. Grantor shall not be liable for any latent or patent defects in the Property. Grantee, for itself and its successors and assigns, acknowledges that Grantor has made no representations or warranty concerning the condition and state of repair of the Property nor in any agreement or promise to alter, improve, adapt or repair the Property.

b. The Grantee shall neither transfer the property, lease the property, nor grant any interest, privilege, or license whatsoever in connection with the property without the inclusion of the environmental protection provisions set out in Section IV herein, and shall require the inclusion of such environmental protection provisions in all further deeds, transfers, leases, or grant of any interest, privilege, or license.

THIS QUITCLAIM DEED is exempt from the documentary tax under the provision of Neb. Rev. Stat. 76-902(2) (R.S. Supp., 1991) in which property is transferred by the United States.

THIS QUITCLAIM DEED is not subject to the provisions of 10 U.S.C. 2662.
IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed in its name by the Deputy Assistant Secretary of the Army (I&H) and the Seal of the Department of the Army to be hereunto affixed this 14th day of May, 2001.

UNITED STATES OF AMERICA

By: [Signature]

PAUL W. JOHNSON
Deputy Assistant Secretary of the Army (I&H)

COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON

I, the undersigned, a Notary Public in and for the Commonwealth of Virginia, County of Arlington, whose commission as such expires on this 30th day of November, 2002, do hereby certify that this day personally appeared before me in the Commonwealth of Virginia, County of Arlington, Paul W. Johnson, Deputy Assistant Secretary of the Army (I&H), whose name is signed to the foregoing instrument and acknowledged the foregoing instrument to be his free act and deed, dated this 14th day of May, 2001, and acknowledged the same for and on behalf of the UNITED STATES OF AMERICA.

[Signature]
Notary Public

My commission expires: 30 November 2002
GRANTEE ACCEPTANCE

I, the undersigned Grantee, do hereby accept the herein-described property, subject to the reservations, restrictions, conditions and exceptions hereinabove expressed.

Executed this 5th day of October, 2001, in Hall County, State of Nebraska.

GIAET #2, L.L.C.,
a Nebraska limited liability company

By: [Signature]
Title: President/Chairman/Authorized Executive, Title v. 6/5/02

STATE OF NEBRASKA )
COUNTY OF HALL ) ss

The foregoing Quitclaim Deed was acknowledged before me this 5th day of October, 2001, by [Signature]

[Signature]
Notary Public

My commission expires: July 7, 2002
200110087

A. = RECORDED DISTANCE ON GAS PIPELINE EASEMENT DRAWING IN DOCUMENT 88-0010091, HILL COUNTY REGISTER OF DEEDS OFFICE
B. = ACTUAL DISTANCE

NOTE: ALL ANGLES SHOWN ARE ACTUAL ANGLES

O = INDICATES 1/8" IRON PIPE PLACED

S.W. CORNER SE1/4
SECTION 8-TL-ROW
FOUND 1/8" IRON PIPE

N.W. CORNER SW1/4
SECTION 8-TL-ROW
FOUND 1/8" IRON PIPE

1,279.56' A.
1/4 SECTION LINE

70TH ROAD

CAPITAL AVENUE

SCALE 1"=200'

30' 1/8" BUR/PLN.
TRAIL EASEMENT

35' HILL COUNTY ROAD RIGHT OFF PAT

485.9' A. (FROM
1/4 SEC. CENTER TO
C. OF GAS EASEMENT)

672.3' A. (FROM
C. OF GAS EASEMENT)
LEGAL DESCRIPTION

A tract of land comprising a part of the Southeast Quarter (SE1/4) of Section Six (6), Township Eleven (11) North, Range Ten (10) East of the 9th P.M., Hall County, Nebraska, and more particularly described as follows:

Beginning at the southeast corner of said Southeast Quarter (SE1/4); thence running westerly, along and upon the south line of said Southeast Quarter (SE1/4), a distance of One Thousand Six Hundred Forty Five (1,645) feet; thence deflecting right 83°10'5" and running northerly, a distance of One Thousand Two Hundred Eight (1,280) feet; thence deflecting right 84°23'0" and running westerly, along and upon the west line of said Southeast Quarter (SE1/4), a distance of Five Thousand Nine Hundred Forty Nine (5,949) feet; thence deflecting right 81°38'43" and running northerly, a distance of One Thousand Eight Hundred Thirty Seven (1,837) feet; thence deflecting right 87°58'.48" and running easterly, along and upon the east line of said Southeast Quarter (SE1/4), a distance of Two Thousand Seven Hundred Fifty (2,750) feet; thence deflecting right 87°58'.48" and running northerly, a distance of One Thousand Two Hundred Sixty Nine (1,269) feet; thence deflecting right 87°58'.48" and running westerly, along and upon the west line of said Southeast Quarter (SE1/4), a distance of One Thousand Eight Hundred Twenty Seven (1,827) feet; thence deflecting right 87°58'.48" and running southerly, a distance of Eight Hundred Forty Three (843) feet; and thence deflecting right 87°58'.48" and running easterly, a distance of Two Thousand One Hundred Twenty Four (2,124) feet; to the point of beginning and containing 99.728 acres more or less.

SURVEYOR'S CERTIFICATE

I hereby certify that to the best of my knowledge and belief, the accompanying plot is from an accurate survey of the described property made under my supervision.

[Signature]

Lee B. Wagner, Registered Land Surveyor
SPECIAL WARRANTY DEED

GIAET #2, L.L.C., a limited liability company organized and existing under the laws of the State of Nebraska, GRANTOR, pursuant to the terms and conditions of a certain Real Property Exchange Agreement between Grantor and Grantee dated April 6, 2001 conveys to GRANTEE, BIG B, INC., a Nebraska corporation, the following described real estate (as defined in NEB. REV. STAT. 76-201):

A tract of land comprising a part of the Southeast Quarter (SE\(^1\)) of Section Six (6), Township Eleven (11) North, Range Ten (10) West of the Sixth Principal Meridian, containing 99.728 acres, more or less, and being more particularly shown and described on Exhibit "A", which is attached hereto and made a part hereof.

GRANTOR covenants (jointly and severally, if more than one) with GRANTEE that GRANTOR:

(1) is lawfully seized of such real estate subject to liens and encumbrances of record;

(2) has legal power and lawful authority to convey the same; and

(3) warrants and will defend title to the real estate against the lawful claims of all persons claiming the same or any part hereof through, by or under Grantor, excepting as to liens and encumbrances of record.

The conveyance of the aforesaid real estate herein is subject to all liens and encumbrances of record filed against the subject real estate, which by separate agreement Grantee has agreed to assume and be fully liable for the payment thereof.

Executed April 2\(^{nd}\), 2002.

GIAET #2, L.L.C., A Nebraska Limited Liability Company

By GRAND ISLAND ABSTRACT, ESCROW & TITLE CO., A Nebraska Corporation, Manager

By Hal Schager, President

STATE OF NEBRASKA )
COUNTY OF HALL ) ss:

The foregoing instrument was acknowledged before me on April 2\(^{nd}\), 2002 by Hal Schager, President of Grand Island Abstract, Escrow & Title Co., a Nebraska corporation, on behalf of the corporation as Manager of GIAET #2, L.L.C., a Nebraska limited liability company.
LEGAL DESCRIPTION

A tract of land comprising a part of the Southeast Quarter (SE1/4) of Section Six (6), Township Eleven (11) North, Range Ten (10) East of the 6th P.M., Hall County, Nebraska, and more particularly described as follows:

Beginning at the southeast corner of said Southeast Quarter (SE1/4) there running westward along and upon the south line of said Southeast Quarter (SE1/4), a distance of One Thousand Two Hundred Fifty-Seven Feet and Forty-Nine Hundred Sixty-Three Inches (1,257.89 ft.) from the northeast corner of said Southeast Quarter (SE1/4) and running northerly, a distance of Four Hundred Forty-Nine Feet and Fifty-Seven Inches (449.57 ft.) to a point on the south line of said Southeast Quarter (SE1/4), a distance of One Thousand Two Hundred Seventy-Seven Feet and Six Hundred Forty-Nine Inches (1,277.64 ft.) from the northeast corner of said Southeast Quarter (SE1/4) and running easterly, a distance of One Hundred Seventy-Seven Feet and Thirty-Three Inches (177.33 ft.) to a point on the east line of said Southeast Quarter (SE1/4), a distance of One Thousand Eight Hundred Fifty-Three Feet and Four Hundred Thirty-Seven Inches (1,853.43 ft.) to the point of beginning and examining 969.23 acres, more or less.

SURVEYOR'S CERTIFICATE

I hereby certify that to the best of my knowledge and belief, the accompanying plat is from an accurate survey of the described property made under my supervision.

[Signature]

EXHIBIT "A"
R. = RECKONED DISTANCE ON GAS PIPELINE EASEMENT DRAWN IN
SOUTHERN TN LOUISIANA, ROUL COUNTY REGISTER OF DEEDS OFFICE
A. = ACTUAL DISTANCE

NOTE: ALL ANGLES SHOWN ARE ACTUAL ANGLES

G = INDICATES 1/8" IRON PIPE PLACED