

Mike Kozlik
11404 W. Dodge Rd
Omaha, NE 68154
493-7700

DECLARATION OF COVENANT OF INDEMNIFICATION

This Covenant of Indemnification ("Covenant") made and entered into this 2nd day of August, 1993, by and between Duchesne College and Convent of the Sacred Heart ("Duchesne"), a Nebraska not for profit corporation, and Regency Retirement Residence of Omaha, Inc., ("Regency"), a Nebraska not for profit corporation.

WHEREAS, Duchesne has agreed to sell to Regency certain real property described on attached Exhibit "A" which is incorporated by this specific reference herein ("real property");

WHEREAS, Duchesne and a third party entered into a Declaration of Restrictions and Covenants executed October 11, 1984 relating to the real property filed in Book 721 at Page 740 of the Miscellaneous Records of Douglas County, Nebraska ("Restrictive Covenants");

WHEREAS, Regency and/or its agents, Essex Corporation, a Nebraska corporation ("Agent"), contacted and negotiated with all parties having a beneficial interest in the Restrictive Covenants and entered into a certain agreement modifying the Restrictive Covenants;

WHEREAS, Duchesne was not a party to any negotiation associated with the modification or amendment of the Restrictive Covenants;

WHEREAS, Duchesne is a necessary party which must consent and agree to any changes in the Restrictive Covenants.

NOW, THEREFORE, in exchange for the mutual considerations contained herein, the parties hereto agree as follows:

1. Indemnification. Regency, and/or any successor in interest to the real property, in whole or in part, jointly and severally, do hereby forever and in all ways agree to hold harmless, indemnify, defend, protect, exonerate, save free and clear and release Duchesne from any and all debts, claims, liabilities, lawsuits (whether threatened or actual), judgments, whether presently existing or arising in the future, whether known or unknown, in any way associated with or arising out of the Restrictive Covenants as presently existing or as may be hereafter amended ("released claims"). This Covenant of Indemnification shall inure to the benefit of Duchesne, all if its successors, affiliates, transferees and assigns, its Board of Trustees, employees, members, officers, agents and all others acting on behalf of Duchesne in the past, present or in the future as the case may apply.

2. Consideration. This Covenant of Indemnification is given to Duchesne in exchange for One Dollar (\$1.00) and other good and valuable consideration, receipt and adequacy of which are hereby acknowledged, including but not limited to the further consideration of Duchesne consenting and agreeing to the Amendment to Declaration of Restrictions and Covenants dated July 27, 1992.

3. Binding Effect. This Covenant of Indemnification shall be binding upon Regency, their Grantees, heirs, transferees, purchasers, assigns and all other parties which may at any time in the future become future owners of all or any part of the real property.

4. Recording. This Covenant of Indemnification shall be recorded by the attorney for Duchesne promptly. This Covenant of Indemnification shall become effective on but not prior to the date of recording in the Office of the Register of Deeds.

5. Effectiveness. This Covenant of Indemnification shall not be effected by and shall remain in full force and effect, notwithstanding invalidation of any one portion of this Agreement by judgment or Court Order, except as to such portion which is so invalidated. In such event the balance of this Indemnification Agreement shall remain in full force and effect.

6. Amendment. This Covenant of Indemnification may be amended from time to time hereafter with the written consent of Duchesne and all parties which shall then own all or any portion of the real property.

7. Duration. This Covenant of Indemnification Agreement shall remain in full force and effect for 25 years from the date of filing.

8. Waiver. No waiver of any kind, type or variety, whether due to action or inaction shall be binding upon

Duchesne except as Duchesne may execute from time to time in writing.

9. Warranties. Each individual and agent executing this Agreement, individually and on behalf of their respective corporations or principals, represent and warrant that they are duly authorized to execute this Agreement and shall indemnify all of the other parties hereto for any breach of this warranty in the same fashion as if they were themselves a party to this Agreement.

10. Run With the Land. This Covenant shall apply to the real property, shall run with the land, be applicable to the real property as a whole and to each and any such parcel, shall thereafter be binding upon the then property owners and all parties acquiring in the future any right, title or interest in the real property, commencing with the date that this Covenant is filed in the records of the Office of the Register of Deeds, in Douglas County, Nebraska and shall remain in full force and effect and continuing until 25 years after date of filing of this Covenant of Indemnification.

11. Nebraska Law. This Covenant of Indemnification shall be interpreted and construed in accordance with the laws of the State of Nebraska.

12. Time is of the Essence. Time is of the essence as to all aspects of this Covenant.

This Agreement may be signed on different days or dates but shall be effective as provided above.

DUCHESNE COLLEGE AND CONVENT OF THE SACRED HEART

8/2/93
Date

John Reed
John Reed, President, Board of Trustees

Aug 2, 1993
Date

Jan Dunn
Sister Jan Dunn, Head of School

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 2 day of AUGUST, 1993, before me a notary public in and for said state, personally came John Reed, to me known to be the identical person who signed the foregoing document, and acknowledged the execution thereof to be his voluntary act and deed.

MICHAEL D. KOZLIK
GENERAL NOTARIAL
SEAL
STATE OF NEBRASKA
Commission Expires
June 14, 1996

Michael D Kozlik
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 2 day of August, 1993, before me a notary public in and for said state, personally came Sister Jan Dunn, to me known to be the identical person who signed the foregoing document, and acknowledged the execution thereof to be her voluntary act and deed.

GENERAL NOTARY- State of Nebraska
JOAN M. FANGMAN
My Comm. Exp. Oct. 25, 1994

Joan M. Fangman
Notary Public

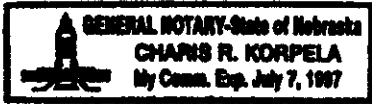
REGENCY RETIREMENT RESIDENCE
of Omaha, Inc.

8/3/93
Date

Bart Votava
Bart Votava, President of Essex
Corporation, Agent of Regency
Retirement Residence of Omaha, Inc.

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 3rd day of August, 1993 before
me a notary public in and for said state, personally came
Bart Votava, to me known to be the identical person who
signed the foregoing document, and acknowledged the
execution thereof to be his voluntary act and deed.



Charles R. Korpela
Notary Public

FILE: 930782CK

EXHIBIT "A"

That Part of the East Half of Section 16, Township 15 North, Range 12 East of the 6th p.m., Douglas County, Nebraska, described as follows:

Commencing at the East Quarter corner of said Section 16; thence South 00 04'07" East (assumed bearing) on the East line of said Section 16, 330.00 feet to a point on the Easterly extension of the North line of Nicholas Street, thence south 89 57'16" West on the North line of Nicholas Street and its Easterly and Westerly extension, 893.92 feet to the Point of Beginning; thence continuing South 89 57'16" West on the Westerly extension of the North line of Nicholas Street, 427.21 feet to the West line of the Northeast Quarter of the Southeast Quarter (NE1/4SE1/4) of said Section 16; thence North on the West line of the Northeast Quarter of the Southeast Quarter of said Section 16, 509.77 feet (measured) 510.00 feet (recorded); thence North 89 56'04" East 427.21 feet; thence South on a line 427.21 feet East of and parallel to the West line of the Northeast Quarter of the Southeast Quarter (NE1/4SE1/4) of said Section 16; 509.92 feet (measured), 510.00 feet (recorded) to the Point of Beginning.

SE | NE
NE | SE

RECEIVED

AUG 4 4 19 PM '93

GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

CASH 22151 BK 1088 16-15-12 01-6000
TYPE MW PG 276-282 KV
FEE 35.00 OF MW LEE