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DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (the "Declaration") is made this 28th day of October, 2008, by Father Flanagan's Boys' Home, a tax exempt Nebraska nonprofit corporation (the "Declarant").

WHEREAS, the Declarant is the owner of certain real estate legally described on Exhibit "A" attached hereto and incorporated herein by this reference, which Declarant uses in connection with its public charitable mission (the "Boys Town Campus"); and

WHEREAS, Delcarant is also the owner of certain real estate legally described on Exhibit "B" attached hereto and incorporated herein by this reference, which is adjacent to the Boys Town Campus (the "Property"); and

WHEREAS, the Declarant desires to impose certain use and development restrictions on the Property to promote development on the Property that is consistent with the Declarant's use and operations on the Boys Town Campus; and

WHEREAS, the Declarant is executing this Declaration to memorialize such use and development restrictions.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Declarant hereby declares, covenants and agrees as follows:

1. DECLARATION. Each and every one of the covenants, conditions and restrictions set forth in this Declaration is for the benefit of the Declarant as the owner of the Boys Town Campus and each of the successor owners of the Boys Town Campus or any portion thereof. All of the covenants, conditions and restrictions set forth in this Declaration are imposed upon the Property and are to be construed as restrictive covenants running with the land and with each and every part thereof and shall bind all owners and the respective assigns and successors in interest of such owners and any lessees, tenants and other occupants of any building thereon.

2. USES.

(a) Permitted Uses. The Property shall only be used for the following purposes and for no other purposes:

(i) Ancillary Services. Retail uses and service businesses incidental to general office usage, all of which are (A) located within the office building and (B)

DOCS/866046.3

Return to:
Jacqueline A. Pueppke
Baird Holm LLP
1500 Woodmen Tower
1700 Farnam St.
Omaha, NE 68102
(402) 636-8270

provided primarily for the convenience of and patronage by employees, owners, tenants and other occupants of such office building, including without limitation, employee cafeterias, barber and beauty shops, copy centers, snack shops, newsstands, exercise centers, recreation areas, and other ancillary facilities supplementary to or supportive of such office usage.

(ii) Full Service Restaurants. No more than three (3) free-standing full service restaurants; provided, however, that each restaurant must be approved in advance by Declarant, which approval may be withheld in Declarant's sole discretion.

(iii) Office. General office uses, except that alternative medicine, chiropractic, medical, optometric, podiatric, or any other type of medical or health care service or ancillary health service offices are not permitted.

(b) Prohibited Uses. Notwithstanding the description of the permitted office, ancillary services and restaurant uses described in Section 2(a) to the contrary, no portion of the Property shall be used for any of the following purposes:

(i) Animals. Veterinary office, boarding facility or any other business whose primary purpose is the treatment or boarding of any animals, livestock, poultry or fowl of any kind.

(ii) Convenience Store; Car Wash; Gas and Service Station. Free-standing convenience store, free-standing car wash, gas station, automobile service station, oil and lube center, or tire station.

(iii) Emergency Medical Services. Any medical services offered via unscheduled appointments for the purpose of diagnosing or treating patients with urgent medical conditions; any promotion of such services including, without limitation, signage and advertising.

(iv) Fast Food. Any fast food restaurants or quick service restaurants; any so called "fast-casual" restaurants, which are generally characterized as restaurants offering the convenience of a traditional "fast food" restaurant, but with higher quality food, no table service and a comfortable dine-in setting.

(v) Gambling. Casino, off-track betting, gambling or other gaming activities.

(vi) Lodging. Any hotel, motel or extended stay residences.

(vii) Medical Imaging. Any diagnostic and treatment exams or procedures, including without limitation, angiography, cardiac catheterization, magnetic resonance imaging, fluoroscopy, nuclear medicine, positron emission tomography, computed tomography, ultrasound, general radiology or mammography.

(viii) Medical Offices. Alternative medicine, chiropractic, medical, optometric, podiatric, or any other type of medical or health care service or ancillary health service offices are not permitted.

(ix) Occupational Therapy. Any services or treatment that helps individuals achieve independence in all facets of their lives, including comprehensive evaluation of home and job environments and recommendations on necessary adaptation, assessments and treatment of performance skills, recommendations and training in the use of adaptive equipment to replace lost function.

(x) Pawn Shops. Pawn shops and other businesses offering payday advances, cash advances or payday loans.

(xi) Pharmacy. Any retail sales of pharmaceuticals.

(xii) Physical Therapy. Any services or treatment which encompasses the scientific description, assessment, and alleviation of movement dysfunction in individuals with physical and developmental disabilities, with painful movement caused by musculoskeletal dysfunction, or with deceased endurance for physical activity due to cardiovascular, neurological, or musculoskeletal abnormalities.

(xiii) Public Events. Art fairs, carnivals, circuses, and the like, except on a special "one-time" temporary basis with written approval of the Declarant.

(xiv) Radiation Therapy Services. Any services or procedures that involve applying or implanting ionizing radiation for the treatment of any medical conditions.

(xv) Sale of Liquor. Liquor store or other business selling beer, wine or liquor for off-premises consumption; bar, lounge, club or other similar facility engaged primarily in the sale of beer, wine or liquor for on-premises consumption.

(xvi) Sexually Oriented Businesses. The sale or display of any sexually oriented or pornographic materials; operation of any sexually oriented business or pornographic business, including without limitation, massage parlors, adult book, novelty or video stores, adult cabaret, night club, gentlemen's club, go-go club or strip bars, adult theaters, and nude model studios.

(xvii) Storage. Exterior storage of equipment or other materials except temporary construction equipment and materials during construction; truck, bus, or heavy equipment garages; dispatching and weighing stations; bulk storage and distribution of petroleum or other hydrocarbon products or other chemicals.

(xviii) Surgical Services. Any procedure requiring the use of general anesthesia or post procedure recovery time of more than four hours or which requires the facility or provider to obtain an ambulatory surgical center license.

(xix) Tobacco; Head Shops. The sale any cigarettes, cigars and other tobacco products, whether for consumption on-premises or off-premises. Any so called "head shop" engaged primarily in the sale of rolling paper and other drug paraphernalia.

(xx) Vehicle Sales and Leasing. New or used automobile, new or used passenger truck, new or used recreational vehicle sales, leasing and services.

3. SITE DEVELOPMENT REGULATIONS. All buildings, structures, signs, landscaping, light poles and other improvements on the Property shall be constructed, installed and maintained in accordance with (i) the standards for the "Areas of Civic Importance Overlay District" as set forth in the Omaha Municipal Code, as the same may be amended from time to time (the "ACI District Standards"), even if the Property is not designated as part of such a district and (ii) the site development regulations contained in this Section 3 (collectively, the "Site Development Regulations"). In the event of a conflict between the ACI District Standards and the Site Development Regulations, the more restrictive provision shall control.

(a) Buildings. All buildings and other improvements on the Property shall be constructed in a manner so that such buildings and improvements will have a reasonably harmonious exterior appearance with the design and aesthetic appearance of the other structures on the Property. The exterior of any structure shall only be composed primary of natural or cast stone, brick, fascia glass or other similar material. Other materials such as concrete panels, split-face concrete block, architectural metal panels and exterior insulation and finish system may be used in combination with the above-referenced primary materials. Other exterior materials may be used if approved by the Declarant, which may be withheld in Declarant's sole discretion. No building or other structure shall exceed one hundred (100) feet in elevation or height as measured from finished grade. The combined gross floor area of all buildings and other structures will not exceed the aggregate of 1,400,000 square feet.

(b) Various Exterior Structures. No fences will be erected on the Property except for screening fences for refuse containers and communications equipment. Any exterior antennae, satellite dish or other communications equipment shall be either roof mounted or if ground mounted shall not be located in the front yard set back area of any parcel of the Property, and shall be screened from view from adjacent streets. No exterior antennae, satellite dish or other communications equipment shall be mounted on any exterior wall of any building on the Property.

(c) Trash Receptacles. All trash receptacles serving any building or structure on the Property must either be within the structure being built or screened by a masonry enclosure designed to match the building on the site. All trash receptacles shall be located in the rear yard area of any lot that is part of the Property.

(d) Landscaping. Each owner of all or any portion of the Property (hereinafter individually and collectively, the "Property Owner") must install permanent landscaping in conjunction with the construction of any improvements on the Property. Only specimen grade trees indigenous to the Omaha, Nebraska, area that have a normal and expected life of at least twenty (20) years and have a caliper measure of no less than two to three inches shall be planted on the Property. No landscape or lawn maintenance equipment shall be stored or permitted to remain outside any building, except when in actual use. No vegetable gardens shall be maintained on the Property. All landscaping shall be maintained in a first class, neat and attractive condition, and shall include, as a part of such maintenance, provisions for regular fertilization, weed and insect control, regular mowing, watering and clipping of the lawn, trash and debris removal, and keeping trees and shrubs trimmed and in good condition. All diseased and dead trees and other

vegetation shall be promptly removed from the Property and replaced in a manner consistent with the then existing landscaping on other portions of the Property.

(e) Signs. All signs installed on the Property shall be in compliance with the following regulations:

(i) No billboards, advertising signs or other signs of any character shall be erected, placed, permitted or maintained on the Property except as herein expressly permitted. The owner of any individual lot in the Property may install a ground mounted sign or signs identifying the building or buildings located on such property, provided, however, that the form of the sign is a "monument" type with a size not exceeding twelve feet (12') in height measured from adjacent grades, and is of a design and composed of materials consistent and harmonious with the building of which it identifies.

(ii) No sign known as a "walking" or message sign, and no sign advertising businesses or products other than to identify the business housed on the same lot on which the sign is located, shall be erected, placed, permitted or maintained on the Property.

(iii) No sign shall have in use any flashing, pulsating or rotating light or lights.

(iv) No sign shall contain a light-emitting diode (LED) screen or illuminated screen with similar functionality as an LED screen.

(v) No sign shall violate any ordinances of the City of Omaha, Nebraska.

(vi) Nothing stated herein shall be deemed to prohibit the installation of ground mounted signage designating entrances, exits, and handicapped and restricted parking areas.

(vii) All signs shall at all times be kept in good order and repair and in good operating condition.

(viii) No building or tenant of any building, nor any person or entity who uses any a building or part of a building, shall use any of the names "Boys Town", "Father Flanagan", "Father Flanagan's Boys' Home", "Boys' Home", or any variation thereof, in print, electronic form, or in any media, websites, whether in describing an exit, the area of town, the building, the activity, or the neighborhood, in naming or advertising, or for any other reason.

(f) Utility Lines. All electrical lines, communication lines, water and sewer lines, cable television lines, gas and other pipelines and associated utility services, including metering devices, located on or through the Property, other than those located within any enclosed structure, shall be buried underground, except temporary above-ground service shall be allowed when necessary, but only during construction or repair of buildings and improvements.

(g) Condition Of Property. Each Property Owner shall at all times keep its respective portions of the Property in a safe, clean and attractive condition and comply in all respects with all government, health, fire and police requirements and regulations and the covenants, conditions

and restrictions contained in this Declaration. Further, each Property Owner shall comply with the following as to the portion of the Property so owned:

(i) The Property shall at all times be kept reasonably free from debris, paper, leaves, fallen branches and trash of all kinds.

(ii) Nothing shall be done on any building site that interferes with natural drainage of surface waters or with existing drainage facilities unless adequate alternate provisions are made therefor.

(iii) All exterior building walls and retaining walls and all other exterior surfaces shall be maintained in good condition and repair, and all broken or damaged exterior glass shall be promptly replaced.

(h) Damage or Destruction. If any improvement, building or other structure on the Property is damaged or destroyed by any cause, the Property Owner of the portion of the Property upon which such improvement, building or other structure is located shall promptly repair and reconstruct the same to substantially the condition as existed prior to such damage or destruction, and shall complete the same within not less than twelve (12) months thereafter. If the Property Owner elects not to repair such improvement, building or structure the owner shall, within three (3) months after the occurrence of such damage or destruction, completely remove such improvement, building or structure and restore the Property as nearly as possible to the conditions as existed prior to the installation of such improvements.

4. WAIVER, MODIFICATION OR AMENDMENT BY DECLARANT. A Property Owner may petition the Declarant to waive compliance with or grant a variance to any of the Site Development Regulations. Subject to the limitations set forth below, and based on its reasonable discretion, the Declarant shall have the power to grant such waiver or variance upon such request and upon a finding by the Declarant that such request is in conformity with the general scheme for the development of the Property as set forth in this Declaration. Notwithstanding any other provision contained herein, if the Declarant shall fail to approve or disapprove any such requests for waiver, variance, modification or amendment within thirty (30) days after such request has been submitted to the Declarant, such request shall be deemed conclusively to have been disapproved unless or until the Declarant takes further action on the same, if ever.

5. ARCHITECTURAL REVIEW.

(a) Submission of Proposed Plans. For a period of fifteen (15) years after the date of recording this Declaration, before commencing the construction, addition, installation, modification, demolition, or alteration of any building, enclosure, landscaping, fence, parking facility, sign, light pole, fence or fixture, or any other structure or temporary or permanent improvements ("Improvements") on any portion of the Property, and except as expressly provided in this Declaration, the Property Owner shall first submit site plans, grading and utility plans, landscaping plans, sign and sign allocation plans, floor plans and building elevations, and materials plans, exterior colors, irrigation plans, exterior lighting plans, demolition plans and such other plans and specifications as may be appropriate or necessary to accurately describe the exterior appearance and use of the proposed Improvements (collectively, "Proposed Plans") to the Declarant for its written approval. The Declarant's review of such Proposed Plans will be guided by the standards set forth in this Declaration. The Declarant shall not unreasonably withhold or delay approval of

any Proposed Plans so long as such Proposed Plans comply with the terms and conditions of this Declaration. In the event that the Declarant, or its designated representative, shall fail to take any action on the Proposed Plans within ninety (90) calendar days after they have been received by the Declarant, the Proposed Plans will be deemed approved, provided, however, that such Proposed Plans shall in all respects comply with the terms of this Declaration. Such approval by failure to act on any Proposed Plans shall not be deemed an approval of any requested waiver of any covenant, condition, reservation or restriction contained in this Declaration even through such waiver may be requested in such Proposed Plans. Disapproval of Proposed Plans shall be deemed to have occurred if the Declarant votes on the Proposed Plans but fails to approve the same as provided herein. Any approval of the Proposed Plans cannot be assigned or transferred by the Property Owner seeking such approval, or by operation of law, to any other person or entity without prior written consent of the Declarant.

(b) Compliance with Law. All Proposed Plans submitted to the Declarant shall comply with all governmental laws, ordinances, regulations and codes applicable to the proposed Improvements and to the Property upon which the proposed Improvements are to be constructed.

(c) Basis for Declarant Approval. The Declarant may disapprove any application submitted to it that is incomplete, does not comply with the requirements of this Declaration, proposes Improvements that do not so comply, is deemed by the Declarant, in its sole discretion, not be in the best interests of the Property or the other Property Owners, or is incompatible with the quality of construction or aesthetics of existing Improvements. The Declarant may also base its disapproval upon one or more of the following criteria:

(i) Adequacy of building location, including set backs.

(ii) Adequacy of parking and the location of parking areas.

(iii) Harmony of the exterior portions of the Improvements with the remainder of the Improvements in the Property and with the exterior portions of buildings on the Boys Town Campus.

(iv) Effect of the proposed Improvement and the use thereof upon adjacent properties, including the Boys Town Campus.

(v) The grades of the Property, the height and elevations of the proposed Improvements and the topography and the relationship to neighboring properties, including the Boys Town Campus.

(vi) The location of loading docks, rubbish facilities, exterior HVAC equipment, and service areas, and the screening thereof.

(vii) Any proposed rooftop or exterior wall mounted installations.

(viii) Adequacy of landscaping.

(d) Commencement and Completion of Improvements. If construction or installation of the proposed Improvement is not commenced within six (6) months after approval by the Declarant, the approval shall be deemed automatically revoked without further action by the

Declarant. Once commenced, construction or installation of such Improvement shall be diligently pursued to completion and shall be completed not more that twelve (12) months after the date of approval of the Proposed Plans by the Declarant.

(e) Disclaimer of Liability. Neither the Declarant, nor any employee or officer thereof, shall be liable for any damage or loss of any nature suffered or incurred by any owner of any portion of the Property, arising from any approval or disapproval by the Declarant of any Proposed Plans. The approval by the Declarant of any Proposed Plans shall not be deemed to constitute a representation or warranty of any nature by the Declarant regarding the Proposed Plans, including, but not limited to, whether the Proposed Plans comply with this Declaration or with applicable governmental laws, ordinances, regulations or codes.

6. TERM; RULE AGAINST PERPETUITIES.

(a) This Declaration, and all covenants, conditions, and restrictions herein shall continue and remain in full force and effect for a period of thirty (30) years, commencing on the date this Declaration is recorded in the Office of the Register of Deeds of Douglas County, Nebraska. Thereafter, this Declaration shall be automatically extended for successive terms of ten (10) years each, unless the Declarant elects to terminate this Declaration effective as of the end of the then current term, which election shall be evidenced by a by written declaration, signed and acknowledged by it and duly recorded with the Register of Deeds for Douglas County, Nebraska.

(b) In the event the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective being contrary to applicable law or prohibited by the "rule against perpetuities" or any similar law, then in that event only the term hereof shall be reduced to the maximum period of time which does not violate such law or the rule against perpetuities as set forth in the laws of the State of Nebraska.

7. AMENDMENT. The Declarant, in its sole discretion, shall have the right to amend or modify this Declaration. Any such amendment or modification shall be evidenced by a written document signed and acknowledged by the Declarant and duly recorded with the Register of Deeds for Douglas County, Nebraska.

8. REMEDIES FOR VIOLATIONS. Upon a violation or breach of any of the covenants, conditions or restrictions set forth herein, the Declarant shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them and to recover damages resulting from any violation thereof, including the cost of enforcing the same, which costs shall include court costs and reasonable attorneys' fees as permitted by law.

9. DECLARATION SHALL CONTINUE NOTWITHSTANDING BREACH. It is expressly agreed that no breach of this Declaration shall (i) entitle any party to cancel, rescind or, otherwise terminate this Declaration or (ii) defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value. However, such limitation shall not affect in any manner any other rights or remedies which a party may have hereunder by reason of any such breach.

10. NOTICES. Any notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be (i) hand delivered, (ii) mailed by United States registered or certified mail, return receipt requested, postage prepaid or (iii) delivered via facsimile

transmission, confirmation of transmittal received, and addressed to the Declarant at its address as set forth below:

Father Flanagan's Boys' Home
Attn: General Counsel
14100 Crawford Street
Boys Town, NE 68010
Facsimile (402) 498-1024

Any such notice, request or other communication shall be considered given or delivered, as the case may be, on the date of hand delivery, one (1) business day after being deposited with a nationally recognized overnight courier, or upon confirmation of the facsimile transmittal as provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request or other communication.

11. ASSIGNMENT OF DECLARANT'S RIGHTS AND DUTIES. Any and all of the rights, powers and reservations of Declarant herein contained may be assigned by Declarant from time to time, in its discretion, to any person or entity that will assume the duties of Declarant pertaining to the particular rights, powers and reservations assigned. Upon such assignment, any such person or entity assuming such duties (and its heirs, successors and assigns) shall have, to the extent of such assignment, the same rights and powers and shall be subject to the same obligations and duties as are given to and assumed by Declarant in this Declaration. Any assignment made under this Section 10 shall be in recordable form and shall be recorded in the Office of the Register of Deeds of Douglas County, Nebraska.

12. MISCELLANEOUS. This Declaration shall be governed by, and construed in accordance with, the laws of the State of Nebraska, without reference to principles of conflicts of law. No delay or omission in exercising any rights, power or remedy herein provided, in the event of any breach of the covenants, conditions and restrictions herein contained, shall be construed as a waiver thereof or acquiescence therein. In the event any one or more of the foregoing covenants, conditions and restrictions are declared for any reason by a court of competent jurisdiction to be null and void, the judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any of the other covenants, conditions and restrictions not specifically declared to be void or unenforceable, but all of the remaining covenants, conditions and restrictions not expressly held to be void or unenforceable shall continue unimpaired and in full force and effect.

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IN WITNESS WHEREOF, the Declarant has caused this Declaration of Restrictive Covenants to be executed as of the day and year first written above.

FATHER FLANAGAN'S BOYS' HOME, a tax exempt Nebraska nonprofit corporation

By: V. F. LaPuma
Name: VICTOR F LAPUMA
Its: ASSISTANT CORPORATE SECRETARY

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on the 27th day of October, 2008, by Victor F. LaPuma, the Assistant Corp. Secretary of Father Flanagan's Boys' Home, a tax-exempt Nebraska nonprofit corporation, on behalf of the corporation.

GENERAL NOTARY - State of Nebraska
LYNN ZENO
My Comm. Exp. April 10, 2012

Notary Public

EXHIBIT A

Legal Description of the Boys Town Campus

All of Section 24, Township 15 North, Range 11 East of the 6th P.M., in Douglas County, Nebraska; except those portions taken for road purposes.

NENE
NWNE
SENE
SWNE

NE NW
NW NW
SE NW
SW NW

NE SE
NW SE
SE SE
SW SE

NE SW
NW SW
SE SW
SW SW.

EXHIBIT B

Legal Description of the Property

The Northeast Quarter (NE¼) of Section 23, Township 15 North, Range 11 East of the 6th P.M., in Douglas County, Nebraska; except those portions taken for West Dodge Road and 144th Street; and

The Southeast Quarter (SE¼) of Section 23, Township 15 North, Range 11 East of the 6th P.M., in Douglas County, Nebraska; except the Southeast Quarter of the Southeast Quarter (SE¼ SE¼) and except the south 10 acres of the Northeast Quarter of the Southeast Quarter (NE¼ SE¼) and except those portions thereof taken for Pacific Street and 144th Street.

NE NE
NW NE
SE NE
SW NE

NE SE (ex S. 10 Ac.)
NW SE
SW SE