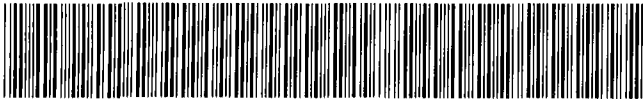




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Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
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After Recording, please return
 this Easement to:
 Amy R. Behnke, Esq.
 Brashear LLP
 711 N. 108th Court
 Omaha, NE 68154

STEAM ACCESS EASEMENT

This STEAM ACCESS EASEMENT ("Easement") is made and entered into as of the 22nd day of June, 2014 ("Effective Date"), by and among, The Lutheran Home, a Nebraska nonprofit corporation ("TLH") and The Lutheran Home Foundation, a Nebraska nonprofit corporation ("TLHF").

RECITALS

WHEREAS, TLH is the owner of record of certain real property legally described as follows:
16-23318
 LUTHERAN HOME, Lot 1, as surveyed, platted and recorded, in Douglas County, Nebraska ("TLH Parcel"); and

WHEREAS, TLHF is the owner of record of certain real property legally described as follows:
16-23317
 Lot 1, in LUTHERAN PLACE REPLAT 1, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska;

CK 036530

16-23316

Lot 7, in LUTHERAN PLACE, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska; and

Lot 1, in LUTHERAN PLACE, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska (collectively, the "TLHF Parcels"); and

WHEREAS, both the TLH Parcel and the TLHF Parcels are provided steam and other infrastructure services (collectively, "Steam Services") from Energy Systems Company, a Nebraska corporation ("ESC") via a pipeline and related infrastructure running from ESC's facilities to the TLH Parcel and the THLF Parcels; and

WHEREAS, the TLH Parcel is dependent on the tunnel and related facilities located upon the TLHF Parcels and within the building at 515 South 26th Street (the "515 Building") located on the TLHF Parcels; and

WHEREAS, in anticipation of the possible sale of the TLHF Parcels, the parties have memorialized the terms and conditions under which TLH will continue to receive steam and related services from ESC in a Steam Services Agreement dated of even date herewith (the "Agreement"); and

WHEREAS, pursuant to the Agreement, TLH shall be responsible for maintenance of all Utility Infrastructure (as defined hereinafter) downstream from those meters installed in the 515 Building by ESC to meter Steam Services provided to the TLH Parcel to the point of delivery, and all Utility Infrastructure upstream from the point of delivery to the condensate meter installed in the 515 Building by ESC to meter condensate returned by TLH ("TLH Infrastructure"); and

WHEREAS, the parties seek to ensure the ability to carry out the letter and intent of the Agreement by granting an Easement as set forth herein.

NOW, THEREFORE, in accordance with the terms and conditions of the Agreement and in consideration of the mutual grants, covenants and promises contained herein, and the mutual benefits accruing to each of the parties hereto, their respective successors and assigns, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby declare and agree as follows:

Steam Access Easement

Page 3

1. Recitals. The foregoing recitals are hereby incorporated herein as a material part of this Easement.

2. Use of Infrastructure. As provided in the Agreement, TLHF hereby grants to TLH, its successors and assigns, the unlimited right to access and use that certain infrastructure which is necessary for ESC to provide Steam Services to the TLH Parcel, including, but not limited to, steam supply piping and condensate return piping buried beneath the TLHF Parcels and located within the 515 Building or other buildings thereon, or tunnels thereunder, steam and condensate meters located within the 515 Building, valves, and such other infrastructure as is related thereto and necessary for the provision of Steam Services to the TLH Property (hereinafter referred to collectively as "Utility Infrastructure").

3. Access Easement. TLHF hereby grants and conveys unto TLH, and its successors and assigns, a perpetual non-exclusive access easement to, through and under the TLHF Parcels so as to provide TLH, its employees, agents, invitees and independent contractors, and ESC, as contractor of TLH, a right of ingress and egress for maintenance, repair, replacement or removal of TLH Infrastructure.

4. Nature of Easement. The provisions of the easement granted hereunder is not intended and shall not be deemed to constitute a dedication for public use, and the rights and easements granted herein are private and for the benefit only of TLH, and its successors and assigns.

5. Effect of Covenants. Each party hereto, and its successors and assigns, by the acceptance of a deed of conveyance for one or more of the TLHF Parcels affected by this Easement, accepts same subject to all restrictions, conditions, covenants, reservations, options, liens and charges, and the jurisdiction, rights and powers granted or reserved by the easements granted hereunder, or to which these easements are subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit thereof in like manner as though the provisions, terms and restrictions of these easements were received and stipulated at length in each and every deed of conveyance.

6. Waiver. No covenant, restriction, condition or provision of this Easement shall be deemed to have been abrogated or waived by reason of any failure by the applicable party

to enforce the same at any time, irrespective of the number of violations or breaches which may occur.

7. Indemnification. Each party (“Indemnifying Party”) for itself and its successors and assigns hereby agrees to defend, indemnify and hold harmless the other parties (“Indemnified Party”), its successors and assigns and their respective directors, officers, members, employees, invitees, agents, representatives and affiliates from and against any and all claims, obligations, liabilities, losses, damages (excluding punitive damages), causes of action, suits, demands, claims for indemnity or contribution, penalties, judgments, costs and expenses (including reasonable attorneys’ fees and expenses) arising from and out of any liability for bodily injury (including death), property damage, automobile accident liability or environmental liability, at any time existing or asserted, to the extent such arise out of, are caused or alleged to have been caused by any action or inaction of the Indemnifying Party, its successors and assigns or their respective directors, officers, members, employees, invitees, agents, representatives and affiliates in connection with or related to the use of the portions of the TLHF Parcels affected by this Easement (collectively, “Easement Areas”) pursuant to this Easement, unless such claims, obligations, liabilities, losses, damages (excluding punitive damages), causes of action, suits, demands, claims for indemnity or contribution, penalties, judgments, costs and expenses of every kind and nature whatsoever, without regard to the form of action, are hereinafter suffered or incurred by the Indemnified Party or its directors, officers, members, employees, invitees, agents, representatives and affiliates, and such arise out of, directly or indirectly, (i) the negligence or willful misconduct of the Indemnified Party, its successors and assigns or their respective directors, officers, members, employees, invitees, agents, representatives and affiliates, or (ii) the Indemnified Party’s operation or use of real property located adjacent to the Easement Areas that is owned by the Indemnified Party, its successors and assigns, in which case such Indemnified Party, its successors and assigns shall indemnify, defend, save and hold harmless the Indemnifying Party and its directors, officers, members, employees, invitees, agents, representatives and affiliates.

8. Savings Clause. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Easement herein contained, as the case may be, shall not render the remainder of this Easement invalid, nor any other part therein contained.

9. Amendment, Modification, Notices. This Easement may only be amended or modified by the written consent and agreement of all parties hereto, or their respective successors and assigns. Any such modification or amendment shall be effective when duly recorded in the office of the Register of Deeds of Douglas County, Nebraska.

10. Notices or Other Communication Hereunder Shall Be In Writing. Notices and other communications hereunder shall be in writing and may be sent by electronic mail to a verified email address, or may be sent certified or registered mail, return receipt requested, by other national overnight courier company, or by personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party. The notice addresses of TLH and TLHF are as follows:

TLH:

Kermit A. Brashear
THE LUTHERAN HOME
711 North 108th Court
Omaha, Nebraska 68154
kab@brashearlaw.com

TLHF:

Kermit A. Brashear
THE LUTHERAN HOME FOUNDATION
711 North 108th Court
Omaha, Nebraska 68154
kab@brashearlaw.com

11. Authority. Each individual signing this Easement represents and warrants that such individual has been duly authorized to sign this Easement on behalf of the party for whom such individual signs.

12. Waiver of Subrogation. Anything in this Easement to the contrary notwithstanding, each party hereby releases the other party (and their respective agents, contractors, officers, members, managers and employees) from any liability, right of recovery, claim, action or cause of action the other party may have on account of loss, cost damage or expense which arises from any peril (a) that is or would be covered by any policy of insurance required to be carried by the releasing party under this Easement (regardless of whether such insurance is actually being carried); or (b) that is covered by any other insurance actually being

carried by the releasing party at the time of such accident or occurrence, regardless of the negligence of the party being released or its agents, contractors, officers or employees, and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof, including that of the insurance carriers of the other party. TLH and TLHF shall give their respective insurance carriers written notice of the terms of the above mutual waivers and the parties' respective insurance policies shall be properly endorsed, if necessary, to prevent the invalidation of said policies by reason of such waivers.

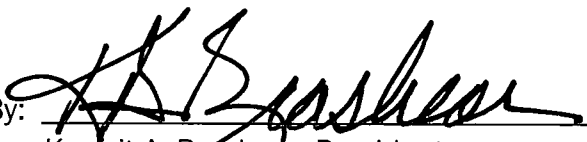
13. Entire Agreement. This Easement, including, without limitation, any Exhibits referred to herein and attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof. There are no agreements, representations, warranties, promises, covenants, commitments or undertakings between the parties hereto other than those expressly set forth herein. This Easement supersedes all prior agreements, representations, warranties, promises, covenants, commitments or undertaking between the parties hereto, whether written or oral, with respect to the subject matter contained in this Easement.

14. Governing Law. This Easement shall be construed and governed in accordance with the laws of the State of Nebraska.

[Signature Pages follow]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Easement as of the day and year first above written.

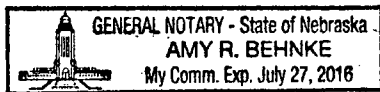
THE LUTHERAN HOME,
a Nebraska nonprofit corporation


By: 
Kermit A. Brashear, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

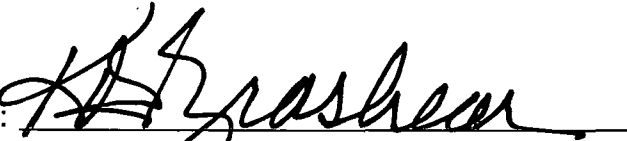
Before me, a Notary Public, qualified in and for said County, personally came Kermit A. Brashear, President of The Lutheran Home ~~Foundation~~^{ARR}, a Nebraska nonprofit corporation, known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed, and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal on this 22nd day of June, 2014.




Notary Public

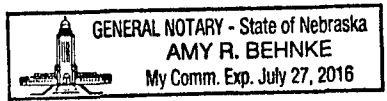
THE LUTHERAN HOME FOUNDATION,
a Nebraska nonprofit corporation

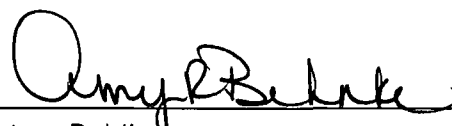
By: 
Kermit A. Brashear, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a Notary Public, qualified in and for said County, personally came Kermit A. Brashear, President of The Lutheran Home Foundation, a Nebraska nonprofit corporation, known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed, and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal on this 22nd day of June, 2014.




Notary Public