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DECLARATION OF RECIPROCAL EASEMENTS AND RESTRICTIONS

THIS DECLARATION OF RECIPROCAL EASEMENTS AND RESTRICTIONS ("Declaration"), made this 7th day of November, 1990 by Q Centre Limited, A Nebraska Limited Partnership, having an address c/o Dial Companies, 11506 Nicholas Street, Suite 200, Omaha, Nebraska 68154 ("Grantor").

WITNESSETH:

WHEREAS, Grantor is the owner of certain real estate located in the County of Douglas, State of Nebraska as described more fully on Exhibit A attached hereto (hereinafter referred to as "Parcel A"), and is also the owner of certain real estate located in the County of Douglas, State of Nebraska adjacent to Parcel A as described more fully on Exhibit B attached hereto (hereinafter referred to as "Parcel B"); and

WHEREAS, Grantor intends to convey the property comprising Parcel A subject to this reciprocal easement and the restrictions contained herein;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Grantor hereby declares as follows:

1. Grantor grants, bargains, sells, conveys and confirms unto itself and its successors in interest in title to Parcel B ("Owner") a permanent and perpetual appurtenant non-exclusive easement on and through that portion of Parcel A which from time to time is used and improved as an area for parking of motor vehicles (such area as from time to time constructed being herein called the "Parking Area"); TO HAVE AND TO HOLD said easement, together with all rights and appurtenances to the same belonging, for the purpose of the use of the Parking Area for the parking of motor vehicles of the tenants, visitors, contractors, invitees, licensees and guests of Parcel B Owner.

2. Grantor grants, bargains, sells, conveys and confirms unto itself and Parcel B Owner a non-exclusive right-of-way and permanent and perpetual appurtenant non-exclusive easement over, upon, and across those portions of Parcel A as from time to time may be used as driveways, entrances, and exits; TO HAVE AND HOLD the said easement, together with all rights and appurtenances to the same belonging, for ingress to and egress from Parcel B and the public roads adjacent thereto.

3. Grantor further grants, bargains, sells, conveys and confirms unto itself and its successors in interest in title to Parcel A ("Parcel A Owner") a non-exclusive right-of-way and permanent and perpetual easement over, upon, and across those portions of Parcel B as from time to time may be used as

driveways, entrances, exits and passageways; TO HAVE AND HOLD the said easement, together with all rights and appurtenances to the same belonging, for ingress to and egress from Parcel A and the public roads adjacent thereto.

4. Grantor grants, bargains, sells, conveys and confirms to itself and Parcel A Owner a permanent and perpetual appurtenant non-exclusive easement on and through that portion of Parcel B which from time to time is used and improved as an area for parking of motor vehicles (such area as from time to time constructed being herein called the "Parcel B Parking Area"); TO HAVE AND HOLD such easement, together with all rights and appurtenances to the same belonging, for the purpose of the use of the Parcel B Parking Area for the parking of motor vehicles of the tenants, visitors, contractors, invitees, licensees and guests of Parcel A Owner.

5. The permanent and perpetual easements and rights-of-way hereby granted are irrevocable, shall run with the land and continue forever and shall be easements appurtenant to the benefited parcel.

6. Parcel A Owner shall bear the responsibility for the provision of all maintenance, repair and upkeep required to be made or done upon Parcel A; provided, however, that Parcel B Owner shall reimburse Parcel A Owner for fifty (50%) percent of the reasonable cost and expense of any such maintenance, repair and upkeep necessitated by construction on or improvement of Parcel B, it being hereby acknowledged that the easement granted in Paragraph 1 hereof may be used for the purpose of constructing and maintaining improvements on Parcel B, and provided, further, that Parcel B Owner shall reimburse Parcel Owner A for a percentage of the reasonable cost and expense of any such maintenance, repair and upkeep performed by Parcel A Owner subsequent to the issuance of an occupancy permit for any improvement on Parcel B and attributable to usage of Parcel A subsequent to such issuance, Parcel B Owner's percentage share for reimbursement to be based upon a fraction, the numerator of which is the square footage of interior improved space on Parcel B and the denominator of which is two times the combined square footage of interior improved space on Parcels A and B (Parcel B Owner's "Percentage Share"). Parcel A Owners shall provide Parcel B Owner with copies of all invoices or bills for such maintenance, repair and upkeep services and supplies rendered hereunder on a periodic basis, and Parcel B Owner shall reimburse Parcel A Owner for its Percentage Share thereof within thirty (30) days of receipt of such copies. Until such time as Parcel B obtains direct access to a public street, Parcel B Owner shall perform at its sole cost and expense all maintenance, repair and upkeep on Parcel B, and upon the construction and opening of a direct access to a public street from Parcel B which access may also be used for ingress and egress to and from Parcel A through Parcel B, the aforesaid sharing of

the cost of maintenance and repair shall apply to Parcel B on the same terms and conditions, except that Parcel A Owner's percentage share shall be based upon a fraction, the numerator of which is the square footage of interior improved space on Parcel A and the denominator of which is two times the combined square footage of interior improved spaces of Parcels A and B (Parcel A Owner's "Percentage Share").

If any party shall fail to perform its obligations hereunder with respect to maintenance, repair and upkeep of the easements or properties referred to herein, the other party may, after giving reasonable notice of such failure and reasonable opportunity to cure such failure, cause such maintenance, repair and upkeep to be performed and submit to the responsible party or parties its invoice for the responsible party's Percentage Share of the cost of such performance, which invoice shall be paid within thirty (30) days of receipt.

7. The parties hereto agree that passage along all points of ingress and egress within Parcel A and the parking thereon as permitted hereby shall not be obstructed on other than a temporary basis for the purpose of repairs and construction, and that such roadways and the Parking Area shall be used with due regard to the rights of others thereto.

8. This Declaration shall be binding upon the successors in interest in title to Parcel A and Parcel B, shall run with the land, and shall be governed by Nebraska law.

9. No portion of Parcel B shall be used as (i) a bowling alley, health spa, fitness center, or similar activity, nightclub, theatre, disco, skating rink or other non-retail business which requires extensive use of the parking area, or (ii) a business which principally features sexually explicit products or drug-related paraphernalia.

10. Parcel B Owner and Parcel A Owner covenant to each other as follows:

(a) All utility lines and related facilities located on Parcel A and Parcel B shall be constructed and maintained by and in a good and workmanlike manner and shall be free and clear of all liens of contractors, subcontractors, laborers and materialmen and of all other liens.

(b) The construction of all sewer, water, gas, electric utility and drainage lines and related facilities constructed by Parcel B Owner or Parcel A Owner, as the case may be, hereto shall be constructed in accordance with all laws, ordinances, codes, rules and regulations of all governmental authorities having jurisdiction over Parcel A or Parcel B, as the case may be.

11. Parcel B Owner further covenants as follows:

(a) If, as a result of any construction activities on Parcel A by Parcel B Owner, any damage to Parcel A occurs, Parcel B Owner agrees to repair such damage within ten (10) days and to restore the damaged portion of Parcel A as nearly as possible to the condition it was in prior to such damage resulting from construction, provided, however, that in the event such damage is not reparable within such ten (10) day period, Parcel B Owner shall proceed with due diligence to repair such damage as promptly as possible, but in any event within one hundred twenty (120) days following the occurrence of such damage.

(b) Any improvements to be constructed on Parcel B shall be comprised of only one (1) story and shall be no higher than twenty-five (25) feet.

(c) Upon the completion of any improvements on Parcel B, Parcel B shall contain parking spaces in an amount not less than the ratio of parking spaces per square feet of building area required by applicable governmental or administrative law, rule or ordinance.

12. Parcel B Owner shall use its best efforts to: (i) obtain direct access to the public road adjacent to Parcel B; (ii) not permit the installation and construction of the utility service lines connections, facilities and other improvements on or under Parcel A during the Thanksgiving and Christmas shopping weeks; (iii) cause such construction to be completed as quickly as is reasonably possible; and (iv) otherwise cause the least possible disruption to the business of Parcel A by reason of such construction. In addition, Parcel B Owner shall maintain full and adequate security around such construction to prevent vehicles and pedestrians from entering the construction area and to give adequate warning of such construction. Further, Parcel B Owner shall indemnify Parcel A Owner against liability, loss or damage including reasonable attorneys' fees and costs incurred or assessed by reason of damage to persons or property caused by such construction.

13. Each of the Parcel A Owner and Parcel B Owner shall procure and maintain public liability insurance with responsible insurance companies and in commercially reasonable amounts, and each party shall cause the other party to be listed as an additional insured thereon, as its interest may appear.

14. No portion of Parcel B shall be used for the operation of a drug store or a so-called prescription pharmacy or for any other purpose requiring a qualified pharmacist or other person authorized by law to dispense medicinal drugs for a fee or remuneration of any kind, whether direct or indirect. In addition, no portion of Parcel B shall be used for the operation of a business

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the principal portion of which is the sale of so-called health and beauty aids and drug sundries or which contains more than 1,000 square feet devoted to the sale of so-called health and beauty aids.

15. Paragraph 14 hereof shall lapse and be of no further force and effect upon the expiration or earlier termination (other than by lease amendment or by the parties entering into a successor lease) of that certain Lease dated October 25, 1988 between Grantor and Walgreen Co. for certain space in the Shopping Center, a short form of which has been recorded in the land records of the county in which the Shopping Center is situated.

16. No portion of Parcel B shall be used for the purpose of a retail food store or for the sale of any food item for consumption off of Parcel B, provided, however, such food sales shall be permitted if made by tenants other than the Grantor and are made from specialty stores of less than 3,000 square feet, or incidental to the main purpose of a business other than a retail food store.

17. Paragraph 16 hereof shall lapse and be of no further force and effect upon the expiration or earlier termination (other than by lease amendment or by the parties entering into a successor lease) of that certain Lease dated November 7, 1989 between Grantor and Hy-Vee Food Stores, Inc. for certain space in the Shopping Center.

18. The restrictive covenants found in paragraphs 9, 10, 11, 14 and 15 are essential to the success of the shopping center currently located on Parcel A, and Parcel A Owner is hereby granted the right to enforce said restrictive covenants by specific performance and/or by injunction, in addition to any other legal or equitable remedies available to Parcel A Owner.

19. Exhibits A and B are incorporated herein by this reference and made a part hereof.


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IN WITNESS WHEREOF, Grantor has hereunto set its hand in the County and State aforesaid, the day and year first above written.

GRANTOR:

Q CENTRE LIMITED, A NEBRASKA LIMITED PARTNERSHIP

By: Q Centre, Inc., general partner

By: 
Donald F. Day
President

APPROVED BY:

SUMMIT INSURED EQUITY L.P. II

By: RIDC II, L.P., general partner

By: Related Insured Equity Associates II, Inc., general partner

By: 
Stuart J. Boesky,
Senior Vice President

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STATE OF NEBRASKA)
) ss: ACKNOWLEDGMENT
COUNTY OF DOUGLAS)

Before me, a Notary Public in and for said County and State, personally appeared Donald F. Day, to me know to be the identical person who executed the within and foregoing instrument as President of Q Centre, Inc., general partner of Q Centre Limited, a Nebraska Limited Partnership, and acknowledged to me that he executed the same as his free and voluntary act and deed, and the free and voluntary act and deed of the corporation and of the limited partnership for the uses and purposes set forth therein.

Witness my hand and Notarial Seal this 5th day of November, 1990.



Gloria J. Stroh
Notary Public

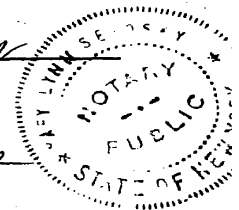
STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

Before me, a Notary Public in and for said County and State, personally appeared Stuart J. Boesky, Senior Vice President of Related Insured Equity Associates II, Inc., which corporation is a general partner of RIDC II, L.P., which limited partnership is a general partner of Summit Insured Equity, L.P. II, a corporation organized and existing under the laws of the State of Delaware and acknowledged the execution of the foregoing document for and on behalf of said limited partnership, and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS my hand and notarial seal this 2 day of November, 1990.

Mary Lynn Sekosky
Notary Public

MARY LYNN SEKOSKY
Notary Public, State of New York
No. 30-4681235
Qualified in Nassau County
Commission Expires March 30, 1992



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EXHIBIT A

Legal Description of Parcel A

Lots 1 and 2, in Applewood Replat I, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

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EXHIBIT B

Legal Description of Parcel B

Lot 5, in Applewood Replat I, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

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GEORGE A. BURLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE