

AGREEMENT AMENDING PROTECTIVE COVENANTS

AGREEMENT made and entered into as of the 27th day of August, 1984 by and among PARKFAIR LIMITED PARTNERSHIP, a Nebraska limited partnership ("Parkfair"), CENTRAL PARK PLAZA, INC., a Nebraska corporation ("CPP"), and MURDOCK OMAHA LIMITED PARTNERSHIP, a California limited partnership ("Murdock Omaha").

WHEREAS, Omaha Development Council, Inc., a Nebraska non-profit corporation, as the fee owner of the real estate located in the City of Omaha, Douglas County, Nebraska (the "Real Estate") and described as follows:

Lots 4, 5 and the West 43.55 feet of Lots 3 and 6, Block 118, Original City of Omaha, Douglas County, Nebraska together with the vacated East-West Alley abutting Lots 3 and 4 on the North and Lots 5 and 6 on the South,

made, executed and delivered certain protective covenants which were filed for record in the office of the Register of Deeds of Douglas County, Nebraska on May 9, 1980 and recorded in Book 632 of Miscellaneous Records at Page 723 (the "Protective Covenants"); and

WHEREAS, by the terms of the Protective Covenants said Omaha Development Council, Inc. covenanted, declared and stated that the Real Estate shall be owned, used, conveyed and held for the benefit of the real estate located in the City of Omaha, Douglas County, Nebraska (the "Benefited Parcel") and described as follows:

The East 154.45 feet of Block 118, Original City of Omaha, Douglas County, Nebraska, and East 154.45 feet of the vacated East-West Alley, also described as Lots 1, 2, 7, 8 and the East 22.45 feet of Lots 3 and 6, all in

Block 118, Original City of Omaha, Douglas County, Nebraska, together with the vacated East-West Alley abutting Lots 1, 2 and 3 on the North and Lots 6, 7 and 8 on the South,

subject to certain covenants, conditions and restrictions, including the following covenants, conditions and restrictions contained in paragraph 3 of the Protective Covenants:

"Any building or structure erected upon the Real Estate shall not exceed elevation One Hundred Eleven (111) feet, City of Omaha datum, at its maximum height" and

WHEREAS, pursuant to the provisions of paragraph 4 of the Protective Covenants they may be altered, amended or modified by an instrument in writing and executed by the owners of the Real Estate and the Benefited Parcel, which instrument shall be recorded in the manner provided under the laws of the State of Nebraska; and

WHEREAS, Parkfair is now the owner in fee of the Real Estate, CPP is now the owner in fee of the Benefited Parcel, and Parkfair and CPP mutually desire to amend the Protective Covenants by increasing the elevation set forth in paragraph 3 thereof as hereinafter provided; and

WHEREAS, Murdock Omaha is the lessee of the Benefited Parcel under a ground lease thereof and to the extent that Murdock Omaha's consent and agreement to such amendment may be necessary or appropriate, Murdock Omaha is willing to evidence such consent and agreement by joining in this agreement as a party thereto;

NOW, THEREFORE, it is mutually agreed as follows by the parties hereto:

1. Paragraph 3 of the Protective Covenants is hereby amended to read as follows:

"Any building or structure erected upon the Real Estate shall not, exclusive of insulation or necessary flashing, exceed elevation One Hundred Eleven feet, Eleven inches (111'-11") for a distance of Thirty-three feet, Six inches (33'-6") west of the west wall of the existing building to the east thereof on the Benefited Parcel nor One Hundred Thirty-six feet (136') for the remaining portion of the building or structure to be erected."

2. Except as expressly amended by the provisions of paragraph 1 above, all of the terms and conditions of the Protective Covenants shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first above written.

PARKFAIR LIMITED PARTNERSHIP

By: Metro Center Realvest, Inc.,
General Partner

By: [Signature]
Vice President

Attest: [Signature]
Secretary

CENTRAL PARK PLAZA, INC.

By: [Signature]
~~President~~ VICE PRESIDENT

WITNESS
Attest: [Signature]
Secretary

MURDOCK OMAHA LIMITED PARTNERSHIP

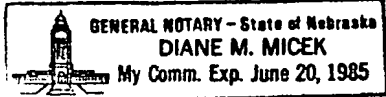
By: WESTWOOD PLAZA No. 10, INC.
General Partner

By: [Signature]
~~President~~ VICE PRESIDENT

WITNESS
Attest: [Signature]
Secretary

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on August 7, 1984 by R. Steven Thompson, Vice president of Metro Center Realvest, Inc., a Nebraska corporation, on behalf of the corporation as the sole general partner of Parkfair Limited Partnership, a Nebraska limited partnership.

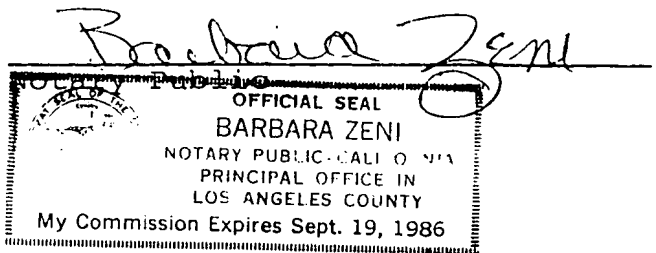


Diane M. Micek
Notary Public

My commission expires:
June 20, 1985

STATE OF California)
) SS.
COUNTY OF Los Angeles)

The foregoing instrument was acknowledged before me on September 25, 1984 by Lilymae Penton, Vice president of Central Park Plaza, Inc., a Nebraska corporation, on behalf of the corporation.



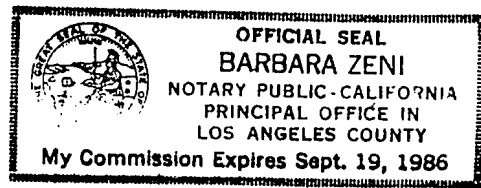
My commission expires:
Sept. 19, 1986

STATE OF California)
) SS.
COUNTY OF Los Angeles)

The foregoing instrument was acknowledged before me on September 25, 1984 by Robert A. Nieman, Vice president of Westwood Plaza 2010, Inc., a Delaware corporation, on behalf of the corporation as the sole general partner of Murdock Omaha Limited Partnership, a California limited partnership.

Barbara Zeni
Notary Public

My commission expires:
Sept. 19, 1986



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C. HANRICKS
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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