



SECOND AMENDMENT TO
COVENANTS, CONDITIONS AND RESTRICTIONS AGREEMENT
BY AND BETWEEN

OAK VIEW MALL CORPORATION,
a Delaware corporation

and

BISHOP CLARKSON MEMORIAL HOSPITAL,
a Nebraska nonprofit corporation

RECEIVED
JUL 2 11 40 AM '96
GEORGE J. THOMPSON
REGISTRAR OF DEEDS
DOUGLAS COUNTY, NE

7324 J
FEE \$0.00 R Comp FB
DEL. C/O COMP RP
LEGAL PG SCAN MFV
Del attached

After recording, return to:
Robert Dalley
222 S. 15th Street
Omaha, Nebraska 68102

**SECOND AMENDMENT TO
COVENANTS, CONDITIONS AND RESTRICTIONS AGREEMENT**

THIS SECOND AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS AGREEMENT (hereinafter called this "Amendment"), is made as of the 11th day of June, 1996, between OAK VIEW MALL CORPORATION, a Delaware corporation ("Developer"), having an address at c/o Heitman Advisory Corporation, 180 North LaSalle Street, Suite 3600, Chicago, Illinois 60601, and BISHOP CLARKSON MEMORIAL HOSPITAL, a Nebraska nonprofit corporation ("Outlot Owner"), having an address at 4100 Dewey Avenue, Omaha, Nebraska 68105.

RECITALS:

A. Developer owns a certain tract of land located in Douglas County, Nebraska, described in Exhibit A attached hereto (the "Developer Tract").

B. Outlot Owner owns a certain tract of land located in Douglas County, Nebraska, described in Exhibit B attached hereto (the "Outlot Parcel").

C. Developer and Outlot Owner executed that certain Covenants, Conditions and Restrictions Agreement (the "Covenants Agreement"), dated September 2, 1993 and recorded September 2, 1993, in Miscellaneous Book 1093, Page 705, in the Office of Register of Deeds, Douglas County, Nebraska, which was recorded against and affects the Developer Tract and the Outlot Parcel. The Covenants Agreement was previously amended by the First Amendment to Covenants, Conditions and Restrictions Agreement (the "Second Amendment"), dated January 20, 1995.

D. The parties desire to amend Section 8(a) of the Covenants Agreement in order to extend the date by which Outlot Owner must complete the Initial Construction (as that term is defined in the Covenants Agreement).

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. Unless otherwise defined herein, all capitalized terms used in this Amendment shall have the same meaning as provided in the Covenants Agreement.

2. Initial Construction Completion Date. Section 8(a)(1) is hereby revised to provide that the Initial Construction Completion Date (as that term is defined in the Covenants Agreement) shall be July 31, 1997.

3. Binding Effect. Except as otherwise modified, the provisions of the Covenants Agreement shall remain the same and in full force and effect. The provisions of this Amendment shall inure to the benefit of and shall be binding on the parties hereto and the owners of the Developer Tract and the Outlot Parcel and all of their respective successors and assigns, including all parties obtaining any interest in any part of the Developer Tract or the Outlot Parcel, and shall be deemed to be a covenant running with the land constituting the Developer Tract and the Outlot Parcel.

4. Conflicts. To the extent that there is any conflict between the provisions of the Covenants Agreement or the First Amendment and the express provisions of this Amendment concerning the Outlot Parcel, the provisions of this Amendment shall govern and control.

5. Counterparts. This Amendment may be executed in any number of counterparts. This Amendment shall be binding provided that each party hereto executes and delivers at least one original counterpart hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly authorized, signed and executed as of the day, month and year first above written.

DEVELOPER:

OAK VIEW MALL CORPORATION, a Delaware corporation

By: [Signature]
Title: VICE PRESIDENT

OUTLOT OWNER:

BISHOP CLARKSON MEMORIAL HOSPITAL, a Nebraska nonprofit corporation

By: _____
Title: _____

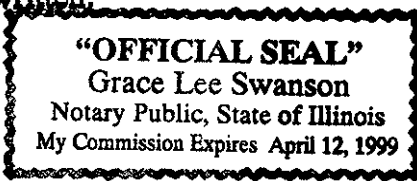
This Instrument Was Prepared by and After Recording, Return to:

Robert Dailey
McGrath, North, Mullin & Kratz, P.C.
Suits 1400, 222 S. 15th Street
Omaha, Nebraska 68102

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 11th day of June, 1996, before the undersigned, a Notary Public in and for said County, personally came Roger Smith, Vice President of OAK VIEW MALL CORPORATION, a Delaware corporation, personally known to me to be a Vice President of said corporation and the identical person whose name is affixed to the above Amendment, and he acknowledged the execution thereof to be his voluntary act and deed as such Vice President, and the voluntary act and deed of said corporation.

Witness my hand and notarial seal at Chicago, Illinois, in said County, on the day and year last above written.



[Signature]

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this _____ day of June, 1996, before the undersigned, a Notary Public in and for the said County, personally came Robert W. Omar, Chief Operating Officer of BISHOP CLARKSON MEMORIAL HOSPITAL, a Nebraska nonprofit corporation, personally known to be the Chief Operating Officer of said corporation and the identical person whose name is affixed to the above Amendment and he acknowledged the execution thereof to be his voluntary act and deed as such Chief Operating Officer, and the voluntary act and deed of said corporation.

Witness my hand and notarial seal at Omaha, Nebraska, in said county, on the day and year last above written.

Notary Public

1. Definitions. Unless otherwise defined herein, all capitalized terms used in this Amendment shall have the same meaning as provided in the Covenants Agreement.

2. Initial Construction Completion Date. Section 2(a)(3) is hereby revised to provide that the Initial Construction Completion Date (as that term is defined in the Covenants Agreement) shall be July 31, 1997.

3. Binding Effect. Except as otherwise modified, the provisions of the Covenants Agreement shall remain the same and in full force and effect. The provisions of this Amendment shall inure to the benefit of and shall be binding on the parties hereto and the owners of the Developer Tract and the Outlot Parcel and all of their respective successors and assigns, including all parties obtaining any interest in any part of the Developer Tract or the Outlot Parcel, and shall be deemed to be a covenant running with the land constituting the Developer Tract and the Outlot Parcel.

4. Conflicts. To the extent that there is any conflict between the provisions of the Covenants Agreement or the First Amendment and the express provisions of this Amendment concerning the Outlot Parcel, the provisions of this Amendment shall govern and control.

5. Counterparts. This Amendment may be executed in any number of counterparts. This Amendment shall be binding provided that each party hereto executes and delivers at least one original counterpart hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly authorized, signed and executed as of the day, month and year first above written.

DEVELOPER:

OAK VIEW MALL CORPORATION, a Delaware corporation

By: [Signature]
Title: VICE PRESIDENT

OUTLOT OWNER:

BISHOP CLARKSON MEMORIAL HOSPITAL, a Nebraska nonprofit corporation

By: [Signature]
Title: Louis W. Burgher, M.D., Ph.D.
President and Chief Executive Officer

Exhibit A

Legal Description of Developer Tract

61-28224

A tract of land comprised of part of Lots 1 through 6, inclusive, OAK VIEW, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, more particularly described as follows:

Commencing at the Northeasterly corner of said Lot 1, Oak View, said point also being on the Westerly right-of-way (R.O.W.) line of Oak View Drive; thence $S1^{\circ}19'52''E$, along the said Westerly R.O.W. line of Oak View Drive, a distance of 22.34 feet to the True Point of Beginning; thence continuing $S1^{\circ}19'52''E$ along the said Westerly R.O.W. line of Oak View Drive, a distance of 83.58 feet; thence $N89^{\circ}36'36''W$, a distance of 89.06 feet; thence $N0^{\circ}23'24''E$, a distance of 57.30 feet; thence $N81^{\circ}16'21''W$, a distance of 215.55 feet; thence $S8^{\circ}45'30''W$, a distance of 123.42 feet; thence $N81^{\circ}15'43''W$, a distance of 85.34 feet; thence $S8^{\circ}38'35''W$, a distance of 271.49 feet; thence $S81^{\circ}21'25''E$, a distance of 66.55 feet; thence $S8^{\circ}43'39''W$, a distance of 63.44 feet; thence $S53^{\circ}43'39''W$, a distance of 147.02 feet; thence $S30^{\circ}20'43''E$, a distance of 357.40 feet; thence $N39^{\circ}39'17''E$, a distance of 29.27 feet; thence $S30^{\circ}20'43''E$, a distance of 269.04 feet to a point on the Northerly R.O.W. line of said Oak View Drive; thence $S49^{\circ}45'20''W$ along the said Northerly R.O.W. line of Oak View Drive, a distance of 30.66 feet to a point of curvature; thence Southwesterly along the said Northerly R.O.W. line of Oak View Drive, on a curve to the right, said curve having a radius of 280.00 feet, a long chord of 192.65 feet, bearing $S69^{\circ}52'40''W$ and an arc length of 196.67 feet to a point of tangency; thence $S90^{\circ}00'00''W$ along the North R.O.W. line of Oak View Drive, a distance of 255.64 feet; thence $N8^{\circ}46'00''E$, a distance of 718.39 feet; thence $N81^{\circ}14'01''W$, a distance of 245.85 feet; thence $S8^{\circ}46'00''W$, a distance of 154.45 feet; thence $S53^{\circ}47'17''W$, a distance of 427.14 feet; thence $S62^{\circ}06'17''E$, a distance of 152.85 feet; thence $S53^{\circ}47'17''W$, a distance of 198.51 feet to a point on the said Northerly R.O.W. line of Oak View Drive; thence $N58^{\circ}24'38''W$ along the said Northerly R.O.W. of Oak View Drive, a distance of 210.35 feet to a point of curvature; thence Northwesterly along the said Northerly R.O.W. of Oak View Drive, on a curve to the left, said curve having a radius of 340.00 feet, a long chord of 100.05 feet, bearing $N66^{\circ}52'16''W$ and an arc length of 100.41 feet; thence $N55^{\circ}03'58''E$, a distance of 124.56 feet to a point on the Northeasterly Lot line of said Lot 6, Oak View; thence Southeasterly along the said Northeasterly Lot line of Lot 6, Oak View, on a curve to the left, said curve having a radius of 248.00 feet, a long chord of 86.56 feet bearing $S44^{\circ}59'04''E$ and an arc length of 87.01 feet; thence $N53^{\circ}47'17''E$, a distance of 283.30 feet; thence $N16^{\circ}12'43''W$, a distance of 29.26 feet to a point on the Southeasterly Lot line of said Lot 3, Oak View; thence $N53^{\circ}47'17''E$ along the said Southeasterly Lot line of Lot 3, Oak View, a distance of 193.77 feet; thence

N8°44'31"E, a distance of 120.20 feet; thence N81°15'30"W, a distance of 45.97 feet; thence N6°44'31"E, a distance of 366.15 feet; thence N81°16'21"W a distance of 253.29 feet; thence N39°33'32"W, a distance of 346.23 feet to a point on the Easterly Lot line of Lot 8 in said Oak View; thence N15°17'56"E along the said Easterly Lot line of Lot 8, Oak View, a distance of 58.83 feet to a point of curvature; thence Northeasterly, along the said easterly Lot line of Lot 8, Oak View, on a curve to the right, said curve having a radius of 385.51 feet, a long chord of 69.95 feet bearing N20°30'16"E and an arc length of 70.05 feet, to the Northeasterly Lot corner of said Lot 8, Oak View; thence N66°33'38"W along the Northerly Lot line of said Lot 8, Oak View, a distance of 288.07 feet to a point of curvature; thence Northwesterly, along the said Northerly Lot line of said Lot 8, Oak View on a curve to the left, said curve having a radius of 85.00 feet, a long chord of 34.53 feet, bearing N78°16'49"W and an arc length of 34.77 feet to a point of tangency; thence N90°00'00"W along the North Lot line of said Lot 8, Oak View, a distance of 2.78 feet to the Northwest Lot corner of said Lot 8, Oak View, also being on the East R.O.W. line of 144th Street; thence N0°00'00"E along the said East R.O.W. line of 144th Street, a distance of 93.86 feet to the most Northwesterly corner of said Lot 4, Oak View; thence S66°33'38"E, a distance of 372.91 feet to the most Southerly corner of Lot 9, said Oak View; thence Northeasterly, along the Southeasterly line of said Lot 9, Oak View on a curve to the right, said curve having a radius of 385.51 feet, a long chord of 17.42 feet, bearing N38°44'08"E and an arc length of 17.42 feet, to a point of compound curve; thence Northeasterly, along the Southeasterly line of said Lots 9 and 10, Oak View, on a curve to the right, said curve having a radius of 686.12 feet, a long chord of 247.76 feet, bearing N50°25'55"E and an arc length of 249.12 feet to a point of compound curvature; thence Northeasterly along the Southeasterly line of Lots 10, 11 and 13, of said Oak View, on a curve to the right, said curve having a radius of 811.38 feet, a long chord of 396.03 feet bearing N74°57'33"E and an arc length of 400.07 feet to the Southeasterly most Lot corner of said Lot 13, Oak View; thence N0°54'54"W along the Easterly line of said Lot 13, Oak View, a distance of 25.99 feet to a point of curvature; thence Northeasterly along the Southeasterly Lot line of said Lot 13, Oak View, on a curve to the right, said curve having a radius of 80.85 feet, a long chord of 77.99 feet bearing N27°55'11"E and an arc length of 81.38 feet; thence S33°14'33"E, a distance of 8.50 feet; thence N56°45'17"E, a distance of 232.24 feet to a point of curvature; thence on a curve to the left, said curve having a radius of 25.00 feet, a long chord of 16.13 feet bearing N37°55'58"E and an arc length of 16.43 feet to a point on the Westerly R.O.W. line of Oak View Drive; thence Southeasterly on a curve to the left along said Oak View Drive R.O.W., said curve having a radius of 650.76 feet, a long chord of 33.45 feet bearing S24°35'17"E, and an arc length of 33.45 feet; thence S56°45'17"W, a distance of 242.48 feet to a point of curvature; thence Southwesterly, on a curve to the left, said curve having a radius of 44.49 feet, a long chord of 42.9 feet bearing

S27°55'11"W and an arc length of 44.78 feet, to a point of tangency; thence S0°54'54"E, a distance of 44.55 feet; thence N89°47'07"W, a distance of 20.72 feet, to a point of curvature; thence Southwesterly on a curve to the left, said curve having a radius of 793.38 feet, a long chord of 402.40 feet bearing S75°31'27"W and an arc length of 406.84 feet, to a point of compound curvature; thence Southwesterly on a curve to the left, said curve having a radius of 668.12 feet, a long chord of 160.15 feet bearing S53°56'59"W and an arc length of 160.54 feet; thence S39°33'32"E, a distance of 149.47 feet; thence N70°26'28"E, a distance of 19.16 feet; thence S39°33'32"E, a distance of 519.78 feet; thence N8°42'31"E, a distance 142.83 feet; thence S81°17'29"E a distance of 353.01 feet; thence S8°42'31"W a distance of 56.09 feet; thence S81°16'21"E, a distance of 366.55 feet to the Point of Beginning; the total area of the tract is 17.045 acres, more or less.

Exhibit B

61-28224

Parcel A:

Lots 9 through 13, inclusive, in OAK VIEW, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska.

Parcel B:

61-28670

A tract of Land being part of Lot 4, OMAHA INDUSTRIAL FOUNDATION DISTRICT NO. 4 REPLAT I, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, more particularly described as follows:

Beginning at the intersection of the Southerly right-of-way line of West center Road with the Easterly right-of-way line of 144th Street, said point also being the Northwesterly corner of said Lot 4; thence South 00°00'11" East (platted) (South 00°00'00" East measured)(assumed bearing) along said Easterly right-of-way line of 144th Street (also the Westerly property line of said Lot 4) a distance of 692.75 feet to a point; thence South 66°33'38" East, a distance of 232.76 feet to a point on the Southeasterly property line of said Lot 4; thence North 31°49'14" East (platted) (North 31°49'22" East, measured) along said Southeasterly property line, a distance of 745.37 feet to a point; thence North 01°02'14" East (platted) (North 01°00'51" East, measured), along the Easterly property line of said Lot 4, a distance of 165.87 feet (platted) (165.90 feet measured) to the Northeasterly corner of said Lot 4, said corner being located on the Southerly right-of-way line of West Center Road; thence South 88°41'57" West (platted) (South 88°41'41" West, measured) along said Southerly right-of-way line, a distance of 609.61 feet (platted) (609.67 feet measured) to the Point of Beginning.