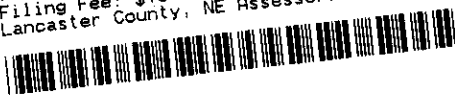


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DECLARATION OF USE RESTRICTION

This Declaration of Use Restriction ("Declaration") is made and entered into as of the 16th day of May, 2007, by RIDGE DEVELOPMENT COMPANY, a Nebraska corporation, and SOUTHVIEW, INC., a Nebraska corporation (collectively "Declarant").

WHEREAS, Declarant is the owner of Lot 4, Pine Lake Heights South 9th Addition ("Retail Center") and Lot 1, Pine Lake Heights South 13th Addition (the "Property"), both located in Lincoln, Lancaster County, Nebraska; and

WHEREAS, Declarant entered into a Retail Lease with Khai Vuong ("Tenant") dated August 9, 2006 ("Lease"), pursuant to which Declarant has leased a portion of the Retail Center to Tenant for the operation of a nail salon; and

WHEREAS, pursuant to the terms of the Lease, Declarant has agreed to grant a restriction with respect to the use of the Property, as a covenant running with the land during the term of the Lease; and

NOW, THEREFORE, for and in consideration of the recitals set forth above and the mutual representations, warranties and covenants set forth below, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, Declarant agrees as follows:

1. Restriction on Use. No portion of the Property shall be sold, leased, or used, at any time during the term of the Lease or any renewal thereof, to any entity whose primary business (over 50% of its sales) is the operation of a nail salon in direct competition with Tenant.
2. Covenant to Run With the Land. It is intended that the restriction set forth herein shall run with the land.
3. Governing Law. This Declaration is declared to have been made under the laws of the State of Nebraska.
4. Amendment. The provisions of this Declaration may be modified or amended, in whole or in part, or terminated, only by the written consent of the Tenant, its successors or

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assigns, evidenced by a document that has been fully executed and acknowledged by such party and recorded in the office of the Register of Deeds of Lancaster County, Nebraska.

5. Remedies and Enforcement. In the event of a breach or threatened breach by the owner of any portion the Property, or such owner's tenants or their employees, agents, contractors, customers, invitees, or licensees, of any of the terms, covenants, restrictions or conditions hereof, the other party shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

IN WITNESS WHEREOF, the undersigned have executed this Declaration on the day and year first above written.

**RIDGE DEVELOPMENT COMPANY, a
Nebraska corporation**

By: Thomas E. White
Thomas E. White
President of Development

By: John C. Brager
John C. Brager
President of Construction

**SOUTHVIEW, INC., a Nebraska
corporation**

By: John F. Schleich
John F. Schleich, President

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 11 day of May, 2007 by Thomas E. White, as President of Development of **RIDGE DEVELOPMENT COMPANY**, a Nebraska corporation, on behalf of the corporation.



Shannon Paul
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

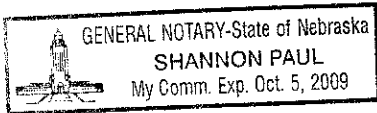
The foregoing instrument was acknowledged before me this 16th day of May, 2008 by John C. Brager, as President of Construction of **RIDGE DEVELOPMENT COMPANY**, a Nebraska corporation, on behalf of the corporation.



Dean Hoag
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 11 day of May, 2008 by John F. Schleich, as President of **SOUTHVIEW, INC.**, a Nebraska corporation, on behalf of the corporation.



Shannon Paul
Notary Public