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Received - DIANE L. BATTIATO

Register of Deeds, Douglas County, NE

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**DECLARATION OF RESTRICTIONS**

THIS DECLARATION OF RESTRICTIONS (the "Declaration") is made this 21<sup>st</sup> day of February, 2007, by FIRST NATIONAL BANK OF OMAHA, a national banking association (hereinafter referred to as "Purchaser"), and GOTTSCH LAND CO., a Nebraska corporation (hereinafter referred to as "Declarant").

RECITALS

WHEREAS, Declarant and Purchaser have entered into a Real Property Purchase and Sale Agreement dated October 17, 2006, (the "Purchase Agreement"), whereunder Gottsch Land Co. agreed to sell and First National Bank of Omaha agreed to purchase the following legally described real estate, to-wit:

Lot 7, Indian Creek Commercial Plaza, as surveyed, platted and recorded in Douglas County, Nebraska (the "Benefited Property").

WHEREAS, pursuant to the terms of the Purchase Agreement, Declarant agreed to grant Purchaser an exclusive use restriction, as covenants running with the land, against the following legally described real estate, to-wit:

Lots 3 through 6 and Lots 8 through 18, inclusive, Indian Creek Commercial Plaza, as surveyed, platted and recorded in Douglas County, Nebraska (the "Restricted Property").

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. Banking Activities Restriction. For a period of five (5) years from the date hereof, Purchaser shall have the exclusive right to engage in Banking Activities in the Indian Creek Commercial Plaza. "Banking Activities" shall mean those financial service activities which are permitted by applicable law, rules and regulations to be undertaken by national or state-chartered depository institutions, their holding companies and the non-depository subsidiaries of such holding companies, including without limitation, commercial, agricultural

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and consumer lending; mortgage banking; taking deposits; check cashing; trust activities; safety deposit box rentals; insurance brokerage; securities brokerage, placement and advisory activities; back-office processing for other Banking Activities; sale of money orders or checks; funds transmissions; data processing; tax assistance; and other similar financial services. Notwithstanding the foregoing, it is expressly acknowledged and agreed to by Purchaser that Declarant or Declarant's tenants, subtenants, successors and/or assigns shall have the right to use any portion of Indian Creek Commercial Plaza for one or more of the following purposes, provided that such uses and/or services shall not be undertaken by a bank or savings and loan association: insurance brokerage services, securities brokerage, accounting and tax preparation services, and data processing services. Banking Activities shall not include a credit union or free standing automated teller machines within the Indian Creek Commercial Plaza. It is further acknowledged and agreed that this Banking Activities Restriction shall not apply to Lots 1 and 2, Indian Creek Commercial Plaza.

2. Covenants to Run with Land. It is intended that each of the restrictions set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein, and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives so long as the Benefited Property is being used as a bank, credit union or other similar financial institution. In the event the Benefited Property has not been used as a bank, credit union or other financial institution for more than 120 days (except during the initial construction period or periods of remodeling or restoration due to casualty), this Agreement shall terminate and be of no further force or effect.

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 owner of Benefited Property, 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 Douglas County, Nebraska.

5. Remedies and Enforcement.

5.1 All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by the owner of any portion the Restricted 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 owner of the Benefited Property, or such owner's tenants 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. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

5.2 No Termination For Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any party to cancel, rescind, or otherwise terminate this Declaration. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any portion of the Restricted Property made in good faith for value. The covenants, conditions and restrictions hereof shall be binding upon and effective against any owner of any portion of the Restricted Property whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

6. No Waiver. No waiver of any default of any obligation by any party shall be implied from any omission by the other party to take any action with respect to such default.

7. Severability. Each provision of this Declaration and the application thereof are hereby declared to be independent of and severable from the remainder of this Declaration. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Declaration.

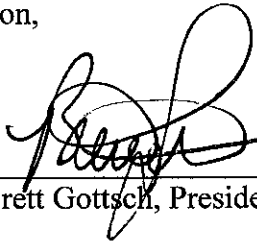
8. Miscellaneous. The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement. This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Restricted Property and the Benefited Property. There are no oral agreements that change this Agreement, and no waiver of any of its terms will be effective unless in writing executed by the parties.

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

*[Signatures on following pages]*

DECLARANT:

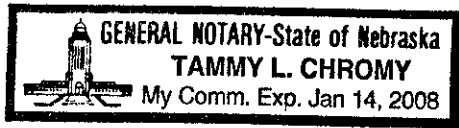
GOTTSCH LAND CO., a Nebraska corporation,

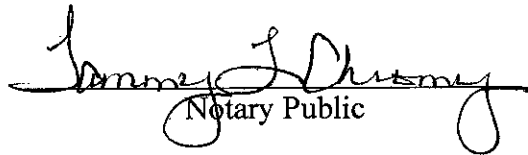
By:   
Brett Gottsch, President

STATE OF NEBRASKA    )  
                                  )ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me on this 15 day of Feb, 2007, by Brett Gottsch, President of Gottsch Land Co., a Nebraska corporation, on behalf of the corporation.

[Seal]



  
Notary Public

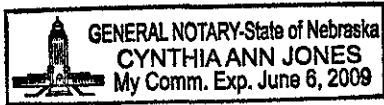
OWNER OF THE BENEFITED  
PROPERTY:

FIRST NATIONAL BANK OF OMAHA, a  
national banking association,

By: Brenda Dooley  
Its: President

STATE OF NEBRASKA    )  
  )ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me on this 20<sup>th</sup> day of February, 2007, by Brenda Dooley, President of First National Bank of Omaha, a national banking association, on behalf of the banking association.



[Seal]

Cynthia Ann Jones  
Notary Public