

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. Restricted Property. No portion of the Restricted Property shall be used for the operation of a freestanding banking facility, savings and loan or credit union anywhere on the Restricted Property. Notwithstanding the foregoing, this exclusive use restriction shall not apply to any property that is not within the definition of Restricted Property.

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 banking facility, savings and loan or credit union. In the event that after December 31, 2004, the Benefited Property has not been used as a banking facility, savings and loan or credit union for more than 180 consecutive 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. Enforcement of Covenant. It shall be the right and responsibility of the owner of the Benefited Property to enforce this restrictive covenant and the owner of the Benefited Property shall pay all costs and expenses incurred with respect thereto. The Declarant shall insure that this restrictive covenant is properly recorded in the Register of Deeds Office for Douglas County, Nebraska, and shall not assume nor be responsible for the enforcement of this restrictive covenant or the payment of any costs and expenses incurred with respect thereto.

4. Governing Law. This Declaration is declared to have been made under the laws of the State of Nebraska.

5. 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.

6. Remedies and Enforcement.

6.1 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.

6.2 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.

7. 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.

8. 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.

9. 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 with respect to the subject matter hereof. 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.

DECLARANT:

KVT NO. 2 LIMITED PARTNERSHIP,
Nebraska limited partnership,

By: *George W. Venteicher*
George W. Venteicher, General Partner

THE VENTEICHER LIMITED LIABILITY
COMPANY, a Nebraska limited liability company,

By: *George W. Venteicher*
George W. Venteicher, Managing Member

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on this 14th day of November, 2002, by George W. Venteicher, General Partner of KVT No. 2 Limited Partnership, a Nebraska limited partnership, on behalf of the limited partnership.

Frank Kulig
Notary Public



STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on this 14th day of November, 2002, by George W. Venteicher, Managing Member of The Venteicher Limited Liability Company, a Nebraska limited liability company, on behalf of the limited liability company.

Frank Kulig
Notary Public

