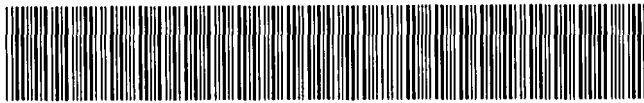



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 Register of Deeds, Douglas County, NE
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DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is made effective this 30 day of August, 2010, by and between **204, L.L.C.**, a Nebraska limited liability company ("Declarant") and **Omaha State Bank**, a Nebraska banking corporation.

WHEREAS, Declarant is the fee simple owner of the following described real property located in Douglas County, Nebraska:

- Lot 77, Pacific Street West, a subdivision in Douglas County, Nebraska; *OC - 29228*
- Lots 1, 2, 3, Outlot A and Outlot B, Pacific Street West Replat Three, a *OC - 29238* subdivision in Douglas County, Nebraska;
- Lots 1 and 2, Pacific Street West Replat Four, a subdivision in Douglas County, *OC - 29239* Nebraska;
- Lots 1 and 2, Pacific Street West Replat 5, a subdivision in Douglas County, *OC - 29242* Nebraska; and
- Lots 1 and 2, Pacific Street West Replat 6, a subdivision in Douglas County, *OC - 29243* Nebraska. ("Property"); and

WHEREAS, Omaha State Bank and Declarant entered into a Purchase Contract on July 14, 2010 ("Purchase Contract") wherein Declarant has agreed to sell and convey to Declarant a portion of the Property legally described as:

"Lot 1, Pacific Street West Replat Six, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska" ("Omaha State Bank Property"); and

WHEREAS, a condition of the Purchase Contract and material consideration for the sale and conveyance pursuant thereto is that Declarant impose certain restrictions on the use of the Property, which restrictions shall preserve the values and character of the Property for the direct benefit of the Omaha State Bank Property and which restrictions are material consideration to Omaha State Bank.

NOW, THEREFORE, in consideration of the sale and conveyance of the Omaha State Bank Property to Omaha State Bank, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Declaration of Restrictive Covenants.** The Declarant hereby irrevocably declares that said Property shall be held and hereafter sold, transferred or conveyed, subject to the following restrictions, covenants and conditions:

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① CN-013141

No part of the Property, except the Omaha State Bank Property and Lot 1 of Pacific Street West Replat 4, shall be used for the operation of any bank, savings and loan association, savings bank, credit union, finance company, mortgage banker, loan production office, brokerage firm or any other financial institution, association or agency which provides depository and/or loan products or services to the general public. Further, no free standing ATM machine or ATM machine on the exterior of any building shall be constructed or operated on the Property, except the Omaha State Bank Property, Lot 1 of Pacific Street West Replat 4, or the exterior of any convenience store or gas station.

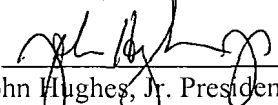
2. **Duration and Binding Effect.** This Declaration and all restrictions, covenants and conditions set forth herein shall remain in full force and effect from the effective date of this Declaration and shall run with the land and shall be binding upon the Declarant and its successors, assigns and all persons or entities having or acquiring any right, title or interest in and to the Property or any part thereof, and their respective shareholders, directors, officers, employees, agents, representatives, customers, invitees, guests, tenants, successors, assigns, heirs, legal representatives and estates until such time as one of the following events occurs: (1) Omaha State Bank elects to terminate, in writing, this Declaration; (2) Omaha State Bank fails to close on the purchase of the Omaha State Bank Property; (3) Omaha State Bank fails to open a branch office on the Omaha State Bank Property within two (2) years from July 14, 2010; (4) Omaha State Bank or any successor or assign, at any time after opening for business, fails to operate an Omaha State Bank or other bank on the Omaha State Bank Property for a period of one hundred twenty (120) consecutive days or longer, excluding any days during which failure to operate is caused by Acts of God, including but not limited to, fire, flood, wind, tornado, and similar events, or acts of terrorism; then in any such event, this covenant shall automatically terminate and be of no further force or effect..

3. **Amendment or Termination.** No amendment, modification or termination of this Declaration shall be permitted without the prior written consent of Omaha State Bank and its successors and assigns.

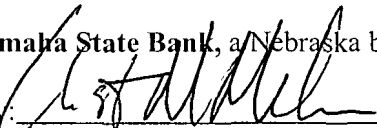
4. **Enforcement.** In the event of any violation or threatened violation of this Declaration, Omaha State Bank and its successors and assigns, shall be entitled to any and all remedies provided at law and at equity, including but not limited to injunctive relief and/or actual damages.

IN WITNESS WHEREOF, the parties hereto have executed this Declaration to be effective as of the date first above written.

204, L.L.C., a Nebraska limited liability company

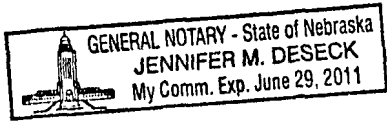
By: 
John Hughes, Jr. President of Magnum Development Corp., A
Nebraska Corporation, as Administrative Member

Omaha State Bank, a Nebraska banking corporation

By: 
Christopher M. Maher, President

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

On this 30 day of August, 2010, before me, the undersigned, a Notary Public in and for said State, personally came John Hughes, Jr. President of Magnum Development Corp., a Nebraska Corporation, as Administrative Member of 204, L.L.C., a Nebraska limited liability company to me known to be the identical person who executed the foregoing instrument and acknowledged who executed the same as his/her voluntary act and deed on behalf of the Company.



Jennifer M. Deseck
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

On this 26 day of August, 2010, before me, the undersigned, a Notary Public in and for said State, personally came Christopher M. Maher, President of Omaha State Bank, to me known to be the identical person who executed the foregoing instrument and acknowledged who executed the same as his/her voluntary act and deed on behalf of the Bank.



Jennifer M. Deseck
Notary Public