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RESTRICTIVE USE AGREEMENT

THIS RESTRICTIVE USE AGREEMENT made and entered into this 5th day of October, 1977, by and between MILLARD PLAZA ASSOCIATES, a Nebraska General Partnership, hereinafter called Millard, and FIRST WEST SIDE BANK, a banking corporation organized and existing under the laws of the State of Nebraska, hereinafter called Bank,

WITNESSETH:

WHEREAS, Millard has sold and conveyed to Bank a parcel of real estate described on Exhibit "A" attached hereto and incorporated herein by this reference (herein called Bank Property), and

WHEREAS, Millard has retained ownership of adjoining property described on Exhibit "B" attached hereto and incorporated herein by this reference (herein called Shopping Center Property), and

WHEREAS, the parties hereto have agreed to certain restrictions relating to the use of the Bank Property by Bank and relating to the use of the Shopping Center Property by Millard,

NOW, THEREFORE, in consideration of the sale and purchase of the Bank Property by Bank and in consideration of the mutual promises herein contained, it is agreed as follows:

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1. Use Restrictions and Building Restrictions on Bank Property - The Bank Property shall be subject to the following restrictions:

1.1 Use Restrictions - for a period of five years from date hereof, said Bank Property shall be used only for a commercial banking facility and incidental uses related thereto.

1.2 Building Restrictions - the buildings constructed on said Bank Property shall not exceed one story in height, shall not exceed 19,000 square feet in area and no signs shall be permitted on the roof of said buildings. Such buildings shall be architecturally compatible with the adjoining shopping center to be constructed by Millard. Prior to commencing construction the plans and specifications for such buildings shall be approved by Millard which approval will not be unreasonably withheld.

2. Restrictions on Shopping Center Property - The Shopping Center Property will not be used by Millard or its successors or assigns or tenants for a commercial banking facility or a savings and loan association so long as Bank operates a commercial banking facility on the Bank Property.

3. Remedies for Breach - In the event that either party hereto shall violate the terms of this restrictive use agreement or threaten to violate the same, the other party

may prosecute any proceeding at law or in equity against the party so violating or threatening the violate the terms of this restrictive use agreement and in such action such party may secure an injunction against the violation or the threatened violation, or pursue a claim for damages, or both, of such remedies or such other and further remedies as the court may determine to be just and equitable.

4. Binding Upon Successors - The terms and conditions of this restrictive use agreement shall be binding upon and shall inure to the benefit of the respective parties hereto and their heirs, executors, administrators, personal representatives, successors and assigns and any and all other persons or entities claiming by, through or under the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this restrictive use agreement the day and year first written above.

MILLARD PLAZA ASSOCIATES, a
Nebraska General Partnership

By Phillip Wal Beys

FIRST WEST SIDE BANK, a banking
corporation

By J. C. Gray
President

ATTEST:

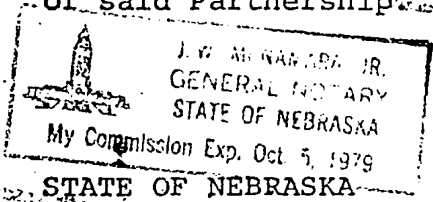
Secretary

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STATE OF NEBRASKA]
] ss.
COUNTY OF Douglas]

On this 5th day of October, 1977, before me, a Notary Public duly commissioned and qualified in and for said County, personally came Phillip Dale Biggs, a General Partner of MILLARD PLAZA ASSOCIATES, a Nebraska General Partnership, to me personally known to be a General Partner of said Partnership and the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such General Partner and the voluntary act and deed of said Partnership.

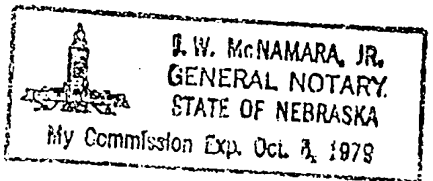


J. W. McNamara, Jr.
Notary Public

STATE OF NEBRASKA]
] ss.
COUNTY OF Douglas]

Before me, a notary public qualified in said County, personally came R.K. Flory, President of FIRST WEST SIDE BANK, a banking corporation, known to me to be the President and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

Witness my hand and notarial seal this 5th day of October, 1977.



J. W. McNamara, Jr.
Notary Public

EXHIBIT "A"

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A TRACT OF LAND LYING IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE NORTH $00^{\circ}05'57''$ WEST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 373.32 FEET TO SOUTHEASTERLY RIGHT-OF-WAY LINE OF HIGHWAY NUMBER 50; THENCE NORTH $35^{\circ}14'36''$ EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 129.40 FEET; THENCE NORTH $48^{\circ}38'44''$ EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 155.00 FEET; THENCE SOUTH $41^{\circ}21'16''$ EAST A DISTANCE OF 25 FEET TO THE POINT OF BEGINNING; THENCE NORTH $48^{\circ}38'44''$ EAST ON A LINE 25 FEET SOUTHEASTERLY OF AND PARALLEL TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF HIGHWAY NUMBER 50, A DISTANCE OF 399.73 FEET; THENCE SOUTH $89^{\circ}10'23''$ EAST A DISTANCE OF 143.46 FEET; THENCE SOUTH $00^{\circ}49'37''$ EAST A DISTANCE OF 289 FEET; THENCE NORTH $89^{\circ}10'23''$ WEST ALONG LINE 545 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12 A DISTANCE OF 421.02 FEET; THENCE NORTH $41^{\circ}21'16''$ WEST A DISTANCE OF 27.8 FEET TO POINT OF BEGINNING.

CONTAINING: 87,121.00 SQUARE FEET OR 2.00 ACRES.

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LEGAL DESCRIPTION

EXHIBIT "B"

A TRACT OF LAND LYING IN PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE NORTH 89°10'20" WEST (ASSUMED BEARING) A DISTANCE OF 484.98 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY OF HIGHWAY 50; THENCE NORTH 52°53'44" EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 607.23 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY NORTH 35°14'36" EAST A DISTANCE OF 129.40 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY NORTH 48°38'44" EAST A DISTANCE OF 950.00 FEET; THENCE NORTH 78°04'56" EAST A DISTANCE OF 57.24 FEET; THENCE SOUTH 61°17'35" EAST A DISTANCE OF 204.58 FEET; THENCE NORTH 86°35'30" EAST A DISTANCE OF 200.56 FEET; THENCE SOUTH 18°17'51" EAST A DISTANCE OF 202.66 FEET; THENCE NORTH 89°51'54" EAST A DISTANCE OF 33.00 FEET TO A POINT ON THE CENTERLINE OF 138TH STREET; THENCE SOUTH 00°08'06" EAST ALONG SAID CENTERLINE A DISTANCE OF 358.92 FEET; THENCE NORTH 89°10'22" WEST A DISTANCE OF 1321.56 FEET TO THE POINT OF BEGINNING.

EXCEPT A PART THEREOF CONTAINING APPROXIMATELY .92 ACRES PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 12-14-11; THENCE SOUTH 00°08'06" EAST ALONG THE EAST LINE OF SAID SECTION 12-14-11 (A.K.A. THE CENTER LINE OF 138TH STREET), A DISTANCE OF 460.9 FEET; THENCE SOUTH 89°51'54" WEST TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF 138TH STREET, A DISTANCE OF 33 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 86°35'31" WEST, A DISTANCE OF 256.64 FEET; THENCE NORTH 03°24'29" WEST, A DISTANCE OF 171.86 FEET; THENCE NORTH 86°35'31" EAST, A DISTANCE OF 210.93 FEET TO A POINT LOCATED ON THE WESTERLY RIGHT-OF-WAY LINE OF 138TH STREET; THENCE SOUTH 18°17'51" EAST ALONG THE SAID WEST RIGHT-OF-WAY LINE OF 138TH STREET, A DISTANCE OF 177.83 FEET TO THE POINT OF BEGINNING.

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C. HAROLD OSTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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