

FILED SARPY CO. NE.
INSTRUMENT NUMBER
98-013414

98 MAY 26 AM 9:42

Sharon J. Lawing
REGISTER OF DEEDS

98-13414

Counter *ga*
Verify *ga*
D.E. *m*
Proof _____
Fee \$ 35.00
Ck Cash Chg

STS

~~After recording, return to:~~

James F. Kasher
Croker, Huck, Kasher, DeWitt,
Anderson & Gonderinger, P.C.
2120 S. 72nd St., Suite 1250
Omaha, NE 68124

MEMORANDUM OF LEASE

This Memorandum of Lease is made as of this 23 day of January, 1998, between SOUTHROADS SHOPPING CENTER LIMITED LIABILITY COMPANY, a Delaware limited liability company, (hereinafter referred to as "Landlord"), and AMERITRADE HOLDING CORPORATION, a Delaware corporation (hereinafter referred to as "Tenant").

RECITALS:

A. Landlord is the lessee of certain real estate described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Real Property"); and

B. Landlord has agreed to lease to Tenant that portion of the Real Property generally outlined on Exhibit "B" attached hereto and incorporated herein by this reference (the "Demised Premises"); and

C. A Lease Agreement was entered into by and between Landlord and Tenant on the 23 day of January, 1998 (the "Lease"), which provides in detail the rights of the parties and the terms and conditions of the agreement to lease the Demised Premises; and

D. The Lease provides that the Tenant may arrange for a short form memorandum of lease for the purpose of recordation and notice.

AGREEMENT:

1. The Landlord hereby leases the Demised Premises to Tenant, on the terms and conditions of the Lease.

2. The Lease sets forth the above names of the parties thereto and describes the Real Property and the Demised Premises.

3. The term of the Lease is ten (10) years from the "Commencement Date" as defined in the Lease.

4. The annual rent shall be One Dollar (\$1.00) and additional value as stated in the Lease, payable in advance on the first day of every month.

5. This document is prepared for filing and notice purposes only. There is no intent by the parties hereto, implied or expressed, to alter the rights of the parties under the Lease; the rights and obligations of the parties are as set forth in the Lease, except the parties hereby have agreed to acknowledge that Landlord's responsibilities under Section 8.02 of the Lease regarding maintaining the exterior of the premises and parking areas includes the removal of snow and ice from the parking areas and exterior walkways.

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6. The Lease contains an option to extend the lease term in favor of the Tenant for two additional periods of five (5) years each, more fully on terms and conditions set forth in detail in the Lease, which terms are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Lease to be executed by their respective officers duly authorized as of the day and year first above written.

LANDLORD:

SOUTHROADS SHOPPING CENTER LIMITED LIABILITY COMPANY, a Delaware limited liability company

By: Alan Beer
Its: Chairman

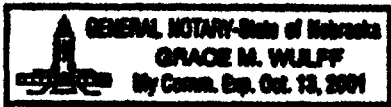
TENANT:

AMERITRADE HOLDING CORPORATION, a Delaware corporation

By: Susan M. Hohman
Its: V.P., Human Resources/Facilities

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

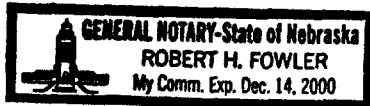
The foregoing instrument was acknowledged before me this 22 day of January, 1998, by Alan Beer, Chairman of Southroads Shopping Center Limited Liability Company, a Delaware limited liability company, on behalf of the company.



Grace M. Wulff
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 23 day of January, 1998, by Susan M. Hohman, VP of Ameritrade Holding Corporation, a Delaware corporation, on behalf of the corporation.



Robert H. Fowler
Notary Public

98-13414B

EXHIBIT "A"

LEGAL DESCRIPTION

A portion of the following tract:

A tract of land lying wholly within the Southwest Quarter (SW $\frac{1}{4}$) of Section 14, Township 14 North, Range 13 East of the 6th P.M., in the City of Bellevue, in Sarpy County, Nebraska, containing the following parcels of land: All of Lots 2C1A, 2C1B, 2C2, 3, 4A2, 4A2B, 4C, 5A, 5A2, 5C, 6A1A1, 6A1A2, 6A1A3, 6B, 7A1, 7B, 8A, 8A1, 8A2, 8A3, 8C, and 8D, in CLINTON'S SUBDIVISION, in said Section 14; all of Tax Lots F2B1B1, F2B1B2 and G4 in said Section 14; All of Lots 7 and 10, and part of Lots 11 and 12, in LAWNDALE, a Subdivision in said Section 14; All of Lots 1 and 2, and part of Lots 3, 6, and 7, in JULL'S SUBDIVISION, in said Section 14; and, also portions of vacated Prairie Avenue, all being more particularly described as follows:

Beginning at the intersection of the East right-of-way line of State Highway 73-75, and the North right-of-way line of Childs Road; thence North 15°20'02" West (assumed bearing), along said East right-of-way line of State Highway 73-75, 488.69 feet; thence continuing along said East right-of-way line, along a curve to the left with a radius of 2,914.90 feet, and an arc length of 462.94 feet (chord bearing North 20°21'12" West, 462.46 feet), to the intersection of said East right-of-way line and the South right-of-way line of Brewster Road; thence North 73°25'50" East, along said South right-of-way line, 654.09 feet; thence North 60°00'48" East, continuing along said South right-of-way line, 354.84 feet; thence North 74°31'17" East, continuing along said South right-of-way line, 20.55 feet; thence South 00°15'35" West, 134.81 feet; thence South 88°27'10" East, 107.52 feet; thence South 00°37'45" West, 3.50 feet; thence South 88°27'10" East, 3.00 feet; thence North 00°37'45" West, 3.50 feet; thence South 89°19'25" East, 94.31 feet; thence South 00°09'16" West, 76.14 feet; thence North 87°15'31" East, 82.20 feet; thence South 00°54'27" West, 71.73 feet; thence North 89°11'48" West, 35.42 feet; thence South 00°15'43" West, 610.98 feet; thence North 89°45'33" West, 29.54 feet; thence South 55°03'43" West, 15.00 feet; thence South 34°56'17" East, 349.00 feet; thence South 10°19'57" East, 36.03 feet, to a point on the North right-of-way line of Childs Road; thence South 89°57'58" West, along North right-of-way line of Childs Road, 1,099.18 feet, to the Point of Beginning.

EXCEPT that part thereof more particularly described as follows:

A tract of land located in Tax Lot L, in the Southwest Quarter (SW $\frac{1}{4}$) of Section 14, Township 14 North, Range 13 East of the 6th P.M., in the City of Bellevue, in Sarpy County, Nebraska, more particularly described as follows:

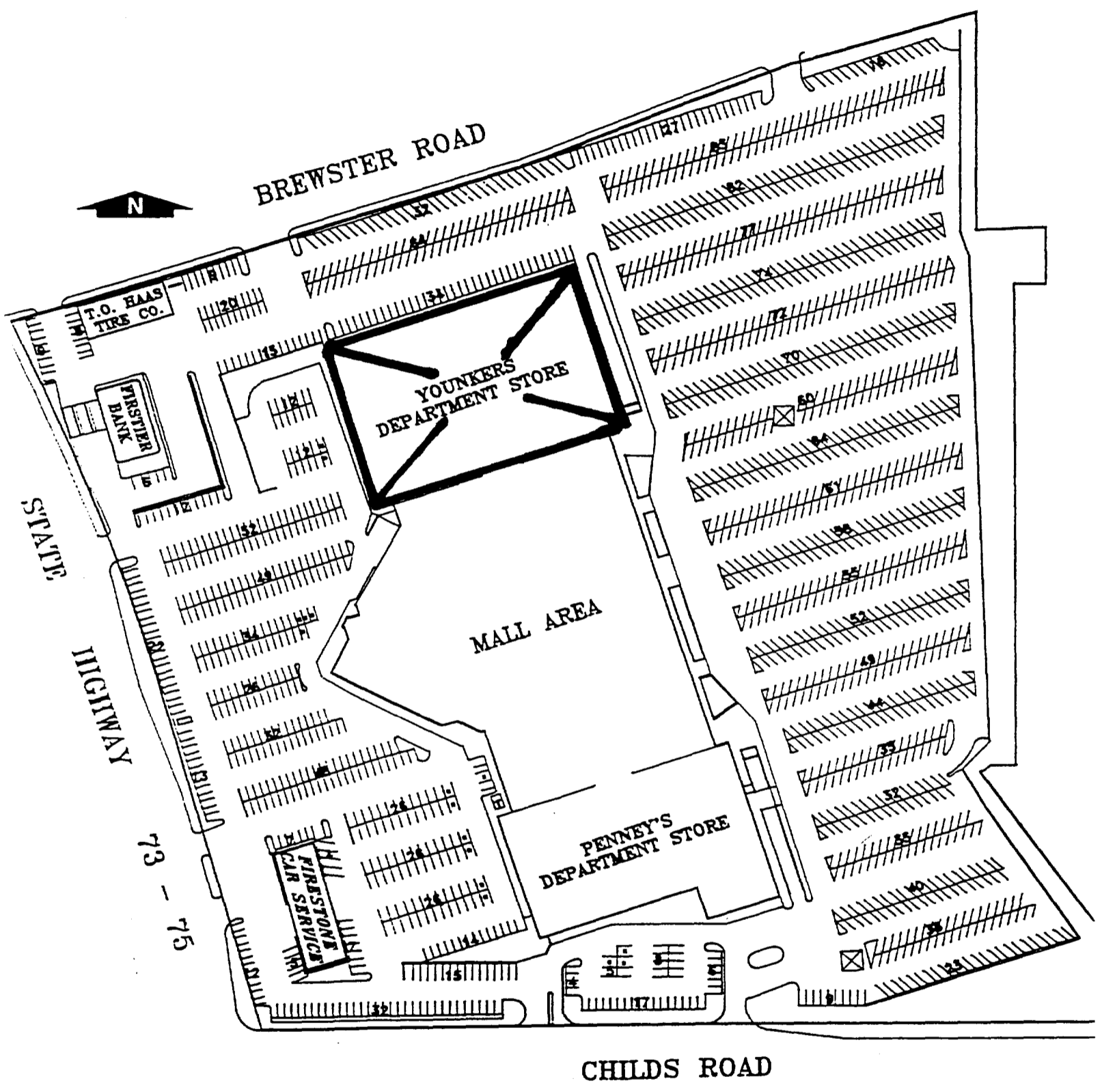
Beginning at the Southwest corner of said Tax Lot L, said point also being the intersection of the East right-of-way line of Nebraska Highway 73-75 and the North right-of-way line of Childs Road; thence North 15°20'02" West (assumed bearing), along the East right-of-way line of Nebraska Highway 73-75, a distance of 13.48 feet; thence North 89°57'58" East, along a line parallel to said North right-of-way line of Childs Road, a distance of 588.56 feet; thence South 00°02'02" East, 13.00 feet, to a point on the North right-of-way line of Childs Road; thence South 89°57'58" West, along the North right-of-way line of Childs Road, a distance of 585.00 feet, to the Point of Beginning.

NOTE: The above premises is also described as Lot L, Clinton's Subdivision, in said Section 14, Township 14 North, Range 13 East of the 6th P.M., in Sarpy County, Nebraska.

NOTE: Said portion of the above described tract is delineated in bold on the map attached hereto as Exhibit A - Demised Premises.

98-134140

EXHIBIT A - DEMISED PREMISES
SOUTHROADS MALL - AMERITRADE LEASE
January 19, 1998

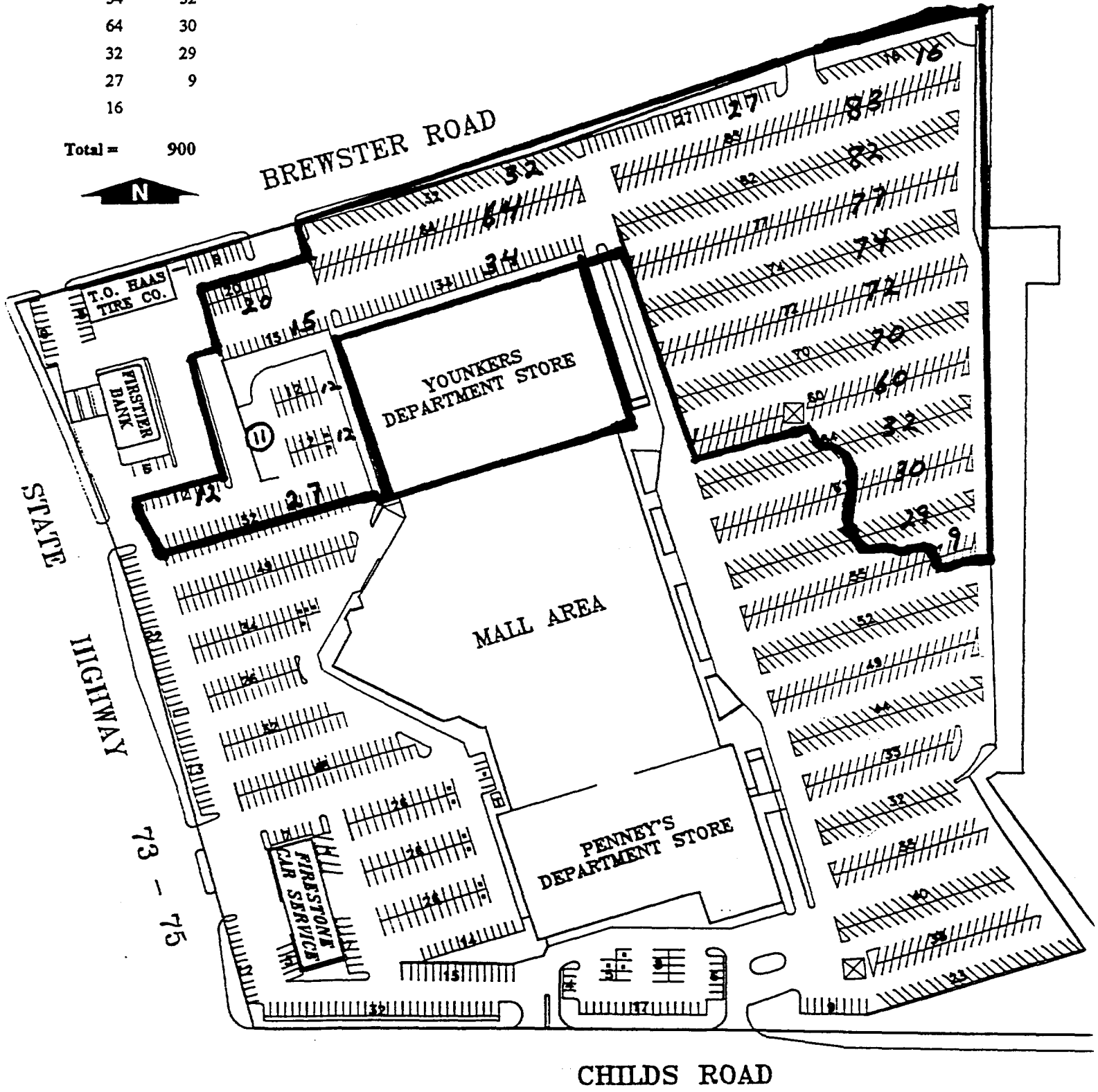


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EXHIBIT B - DESIGNATED PARKING SOUTHROADS MALL - AMERITRADE LEASE January 19, 1998

- 12 83
- 27 82
- 12 77
- 12 74
- 11 72
- 15 70
- 20 60
- 34 32
- 64 30
- 32 29
- 27 9
- 16

Total = 900



CHILDS ROAD