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FILED SARPY CO. NE.
INSTRUMENT NUMBER
2011-26533
2011 Oct 26 11:41:08 AM
Legal J. Downing
REGISTER OF DEEDS


(The above space for use of Register of Deeds.)

WHEN RECORDED TO BE RETURNED TO:

Eric M. Labbe
Goodwin Procter LLP
53 State Street
Boston, MA 02109

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made as of this 26th day of October 2011, by and between SOUTHROADS SHOPPING CENTER LIMITED LIABILITY COMPANY, a Delaware limited liability company ("Lessor"), having an address of 1001 Fort Crook Road, Bellevue, NE 68005 and COSENTRY.NET, LLC, a Nebraska limited liability company ("Lessee"), having an address of 9394 West Dodge Road, Suite 100, Omaha, Nebraska 68114.

WHEREAS, by that certain Lease dated as of January 1, 2007, as amended by that certain First Amendment to Commercial Property Lease, dated May 19, 2008, that certain Second Amendment to Commercial Property Lease, dated September 12, 2008, and that certain Landlord Waiver, Consent, Estoppel and Recognition Agreement, dated October 14, 2011 (the "Lease") Lessor leased to Lessee certain space upon the land and improvements located at 1001 Fort Crook Road North, in the City of Bellevue, County of Sarpy, State of Nebraska and legally described on Exhibit A attached hereto and incorporated herein by this reference (the "Premises"); and

WHEREAS, by this Memorandum, the parties hereto desire to provide notice of such Lease and of certain provisions contained therein.

NOW, THEREFORE, Lessor and Lessee hereby give notice as follows:

1. Demise. For and in consideration of the rents reserved and the covenants and conditions more particularly set forth in the Lease, Lessor has leased to Lessee and Lessee has leased from Lessor, and Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, the Premises, together with the right to use all improvements, rights and appurtenances thereto, upon and subject to all of the terms, covenants, conditions and agreements contained in the Lease.

2. Term. The initial term of the Lease commenced on January 1, 2007 and shall end on December 31, 2016, unless extended or sooner terminated as provided in the Lease. Tenant has four options to further extend the term for consecutive five (5) year periods, as more fully provided in the Lease.

3. Right of First Refusal. Tenant has certain rights of first refusal to expand the Premises to include portions of the Property described as Suites 108, 109, 109A, 110, 111 and 112, as more fully provided in the Lease.

4. Binding Effect. The covenants, agreements and conditions set forth herein and contained in the Lease shall run with the land and shall be binding upon and inure to the parties hereto and to their respective heirs, successors and assigns.

5. Memorandum Of Lease. In addition to the terms specifically referenced herein, the Lease contains numerous other terms, conditions, and covenants, and notice is hereby given that reference should be made to the Lease directly with respect to the details of such terms, conditions, and covenants. This Memorandum is executed in short form for the convenience of the parties and for the purpose of recording the same, and this Memorandum shall not have the effect of in any way modifying, supplementing, or breaching the Lease or any of its provisions as the same are now or may hereafter be in force and effect. In the event of any inconsistencies between this Memorandum and the Lease, the provisions of the Lease shall prevail.

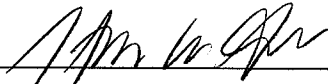
6. Counterparts. This Memorandum may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(Signature page is next.)

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

LESSOR:

SOUTHROADS SHOPPING CENTER
LIMITED LIABILITY COMPANY

By 

Print Name Steven W. Selina

Title Chairman

LESSEE:

COSENTRY.NET, LLC

By _____

Joe Urzendowski
Chief Financial Officer, Vice President, Treasurer
and Secretary

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

LESSOR:

SOUTHROADS CENTER LIMITED
LIABILITY COMPANY

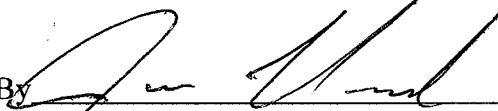
By _____

Print Name _____

Title _____

LESSEE:

COSENTRY.NET, LLC

By  _____

Joe Urzendowski
Chief Financial Officer, Vice President, Treasurer
and Secretary

STATE OF Nebraska)
) ss.
CITY OF Douglas)

On this 25th day of Oct., 2011, before me appeared Steven W. Seline, to me personally known, who, being by me duly sworn, did say that he/she is the Chairman of Southroads Technology Park, a NE LLC, and that said instrument was signed on behalf of said LLC by authority of its members, and said Steven W. Seline acknowledged said instrument to be the free act and deed of said LLC.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

Karen E. Lalley
Notary Public

My term expires: Dec. 21, 2012



STATE OF _____)
) ss.
CITY OF _____)

On this ____ day of October, 2011, before me appeared Joe Urzendowski, to me personally known, who, being by me duly sworn, did say that he is the Chief Financial Officer, Vice President, Treasurer and Secretary of CoSentry.net, LLC, a Nebraska limited liability company, and that said instrument was signed on behalf of said limited liability company by authority given by the members of said limited liability company, and said Joe Urzendowski acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

Notary Public

My term expires:

STATE OF _____)
) ss.
CITY OF _____)

On this ____ day of _____, 20__, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he/she is the _____ of _____, a _____, and that said instrument was signed on behalf of said _____ by authority of its _____, and said _____ acknowledged said instrument to be the free act and deed of said _____.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

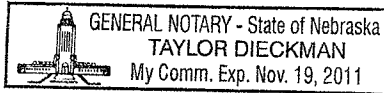
Notary Public

My term expires:

STATE OF Nebraska)
) ss.
CITY OF Dayles)

On this 26th day of October, 2011, before me appeared Joe Urzendowski, to me personally known, who, being by me duly sworn, did say that he is the Chief Financial Officer, Vice President, Treasurer and Secretary of CoSentry.net, LLC, a Nebraska limited liability company, and that said instrument was signed on behalf of said limited liability company by authority given by the members of said limited liability company, and said Joe Urzendowski acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.



Notary Public

Taylor Dieckman

My term expires: 11/19/11

EXHIBIT A

Legal Description

Exhibit "A"

A tract of land lying wholly within the Southwest Quarter (SW1/4) of Section 14, Township 14 North, Range 13 East of the 6th Principal Meridian, 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, of 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, part of Lots 11 and 12 of Lawndale Subdivision in said Section 14, all of Lots 1 and 2 and part of Lots 3, 6 and 7 of Jull's Subdivision in said Section 14, also portions of vacated Prairie Avenue. Said tract of land is more particularly described as follows:

Beginning at the point of intersection of the Northerly right of way line of Child's Road and the Southwesterly right of way line of Prairie Avenue; thence South 00 degrees 00 minutes 00 seconds West (Assumed) along the Northerly right of way line of Child's Road a distance of 1,099.18 feet to a point on the Easterly right of way line of State Highway No. 73 and 75; thence North 15 degrees 18 minutes 00 seconds West along the Easterly right of way of State Highway No. 73 and 75 a distance of 488.69 feet to a point; thence in a Northwesterly direction along the right of way line of State Highway Nos. 73 and 75 and said right of way line being on a curve to the left, and said curve having a radius of 2,914.9 feet, a distance of 462.92 feet to a point on the Southerly right of way line of Brewster Road; thence North 73 degrees 25 minutes 50 seconds East along the Southerly right of way line of Brewster Road a distance of 654.09 feet to a point; thence North 69 degrees 00 minutes 48 seconds East continuing along the Southerly right of way line of Brewster Road a distance of 354.84 feet to a point on the Westerly right of way line of vacated Prairie Avenue; thence North 76 degrees 10 minutes 04 seconds East a distance of 20.62 feet to a point on the centerline of vacated Prairie Avenue; thence South 00 degrees 15 minutes 54 seconds West along the centerline of vacated Prairie Avenue a distance of 134.97 feet to a point; thence South 89 degrees 44 minutes 06 seconds East a distance of 20.00 feet to a point on the Easterly right of way line of vacated Prairie Avenue; thence South 88 degrees 38 minutes 21 seconds East a distance of 185.13 feet to a point; thence South 00 degrees 15 minutes 39 seconds West a distance of 75.56 feet to a point; thence North 87 degrees 18 minutes 39 seconds East a distance of 82.60 feet to a point; thence South 00 degrees 15 minutes 39 seconds West a distance of 71.70 feet to a point; thence North 89 degrees 42 minutes 21 seconds West a distance of 37.66 feet to the Northeast corner of Lot 7 of Lawndale Subdivision; thence South 00 degrees 16 minutes 07 seconds West along the Easterly line of Lots 7 and 10 and the Easterly line of Lots 7 and 10 extended South a distance of 610.98 feet to a point on the Southerly line of Lot 12 of Lawndale Subdivision; thence North 89 degrees 45 minutes 09 seconds West a distance of 29.54 feet to the Southwest corner of Lot 12 of Lawndale Subdivision; thence South 55 degrees 04 minutes 07 seconds West a distance of 15.00 feet to a point on the centerline of vacated Prairie Avenue; thence South 34 degrees 55 minutes 53 seconds East along the centerline of vacated Prairie Avenue a distance of 349.00 feet to a point; thence South 10 degrees 19 minutes 33 seconds East a distance of 36.03 feet to the point of beginning.