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INSTRUMENT NUMBER

**2016-14717**

2016 Jun 23 09:05:17 AM

*Sheryl J. Dowling*

REGISTER OF DEEDS



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

**First American Title Accommodation**  
**Recording Assumes No Liability**

WHEN RECORDED TO BE RETURNED TO:

Paul Hastings LLP  
55 Second Street, 24th Floor  
San Francisco, CA 94105  
Attn: Lane Barrasso, Esq.

**MEMORANDUM OF LEASE**

THIS MEMORANDUM OF LEASE is made as of this 5 day of May, 2016, 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 TIERPOINT MIDWEST, LLC, a Delaware limited liability company (formerly known as CoSentry.net, LLC) ("**Lessee**"), having an address of 12700 West Dodge Road, Omaha, NE 68154.

WHEREAS, by that certain Lease dated as of January 1, 2007 (as amended, the "**Original 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**");

WHEREAS, the Original Lease has been amended and restated in its entirety by that certain Amended and Restated Commercial Property Lease dated as of January 1, 2015 (the "**Lease**"); 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, 2015 and shall end on (i) December 31, 2021 with respect to the Leased Premises (as defined in the Lease) (the "**Leased Premises Term**"), (ii) December 31, 2026 with respect to the Suite 150 Space and the Roof Space (as each such term is defined in the Lease) (the "**Suite 150 Term**") and (iii) December 31, 2026 or earlier as more particularly described in the Lease with respect to the Dish Parking Area (as defined in the Lease) (the "**Dish Term**"), in each case unless extended or sooner terminated as provided in the Lease. Tenant has three options to further extend the Leased Premises Term for consecutive five (5) year periods and has two options to further extend the Suite 150 Term and the Dish 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 including, but not limited to, the portion described as Suite 250, 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 Pages Follow]*

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: *Ted Bauer*

Print Name: Ted Bauer

Title: Managing Director

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF Nebraska )SS

COUNTY OF Douglas )

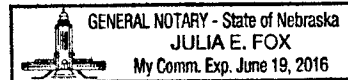
On April 11, 2016 before me, Julia Fox, Notary Public, personally  
Ted Bauer

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand, and official seal.

Signature *Julia Fox*



This area for official notarial seal.

*[Signatures Continue on Following Page]*

[Signature Page to Memorandum of Lease]

LESSEE:

TIERPOINT MIDWEST, LLC

By: Linda Bailey

Print Name: Linda Bailey

Title: Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF MISSOURI )SS

COUNTY OF ST. LOUIS )

On May 5, 2016 before me, J Nugent, Notary Public, personally

Linda Bailey

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Missouri that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature J Nugent

This area for official notarial seal.

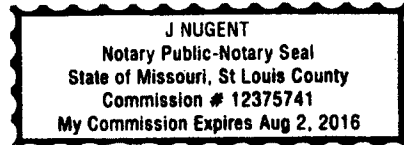


EXHIBIT A

DESCRIPTION OF PROPERTY

Parcel A:

A Leasehold Estate created by and through that certain Lease (In Short Form), and the terms and provisions thereof, filed June 30, 1965, at book 35, page 637, of the Miscellaneous Records of Sarpy County, Nebraska, by and between Woodmen of the World Life Insurance Society, a Nebraska corporation, as Lessor and Alan Baer and J. D. Diesing, as Trustees of the E. John Brandeis Trust, as Lessee; and Assumption Agreement and Amendment of Ground Lease dated March 25, 1994, filed April 13, 1994, at Instrument No. 94-08340, of the Records of Sarpy County, Nebraska, by and between Southroads Shopping Center Limited Liability Company, a Delaware limited liability company and Woodmen of the World Life Insurance Society, a Nebraska corporation; and Assignment of Ground Lease dated March 25, 1994, filed April 13, 1994, at Instrument No. 94-08344, of the Records of Sarpy County, Nebraska, assigns Lessee's interest to Southroads Shopping Center Limited Liability Company, a Delaware limited liability company, in and to the following described premises:

A tract of land lying wholly within the Southwest Quarter of Section 14, Township 14 North, Range 13 East of the 6th P.M. 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, 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 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, 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, 462.45 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 of Section 14, Township 14 North, Range 13 East of the 6th P.M. 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  $15^{\circ}20'02''$  West (assumed bearing), along the East right of way line of Nebraska Highway 73-75, a distance of 13.48 feet; thence North  $89^{\circ}57'58''$  East, along a line parallel to said North right of way line of Childs Road; a distance of 588.56 feet; thence South  $00^{\circ}02'02''$  East, 13.00 feet, to a point on the North right of way line of Childs Road; thence South  $89^{\circ}57'53''$  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 sometimes 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.

Parcel B:

A tract of land being all of Lots 4 and 5, and parts of Lots 3, 6 and 7, in Jull's Subdivision in Sarpy County, Nebraska, together with the Easterly 20.00 feet of vacated Prairie Avenue adjacent to said Lots 3, 4 and 5 on the West, all being more particularly described as follows: Commencing at the intersection of the South right of way line of Brewster Road and the East right of way line of State Highway 73-75; thence Easterly, along said South right of way line on the following four described courses: (1) North  $73^{\circ}25'50''$  East (assumed bearing), 654.09 feet; (2) thence North  $69^{\circ}00'48''$  East, 354.84 feet; (3) thence North  $74^{\circ}31'17''$  East, 20.55 feet; (4) thence North  $75^{\circ}21'07''$  East, 21.36 feet to the Northwest corner of said Lot 5, and the point of beginning; thence North  $72^{\circ}56'34''$  East, 76.06 feet, along the North line of Lots 5 and 6; thence North  $74^{\circ}11'15''$  East, 50.36 feet, along the North line of Lot 6; thence North  $72^{\circ}56'54''$  East, 50.50 feet, along the North line of Lots 6 and 7; thence North  $77^{\circ}08'24''$  East, 14.99 feet, along the North line of Lot 7; thence South  $00^{\circ}09'36''$  West, 198.49 feet, thence North  $89^{\circ}19'25''$  West, 94.31 feet; thence South  $00^{\circ}37'45''$  West, 3.50 feet; thence North  $88^{\circ}27'10''$  West, 3.00 feet; thence North  $00^{\circ}37'45''$  East, 3.50 feet; thence North  $88^{\circ}27'10''$  West 107.52 feet; thence North  $00^{\circ}15'35''$  East, 134.81 feet; thence North  $75^{\circ}21'07''$  East, 21.36 feet, to the point of beginning.

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