



BK 1519 PG 168-170



MISC 2003 17899

MINISTER OF DEEDS
DOUGLAS COUNTY, NE

03 MAY 20 PM 3: 21

RECEIVED

MEMORANDUM OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT QUANTUM PROPERTIES, L.L.C., a Nebraska limited liability company, having a notice address at 1925 North 120th Street, Omaha, Nebraska 68154 (the "Landlord") hereby leases to TRANQUILITY REALTY, L.L.C, a Nebraska limited liability company, having a notice address at 15611 Harrison Street, Omaha, Nebraska 68138 (the "Tenant") pursuant to the terms of a certain Ground Lease Agreement (the "Ground Lease") dated September 3, 2002, the following described real property situated in Omaha, Nebraska, more particularly defined as follows:

Lot 1, Town Center at Pacific Springs, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

TO HAVE AND TO HOLD such real property for a term of twenty (20) years having a commencement date of April 22, 2003, and a termination date of April 22, 2023. Such Lease further provides that Tenant shall have three (3) options to extend the time of the Lease by ten (10) years for each such option and also provides that during the Lease Term, including any extensions of such Term

This memorandum is subject to all of the conditions, terms and provisions of the Ground Lease, all of which are by this reference incorporated as a part hereof to the same extent as if all of the provisions of the Ground Lease were copied in full herein. The Landlord and the Tenant acknowledge that the Ground Lease contains provisions restricting the sale, encumbrance, assignment and other transfer of the respective estates of the parties in the above described real property. It is understood that the Ground Lease constitutes the complete agreement between the Landlord and the Tenant and that this Memorandum will not be construed to modify or amend the Ground Lease in any respect.

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FEE _____ FB _____
BKP _____ C/O _____ COMA MB
DEL _____ SCAN LR FV _____

CO3-3669 SLT#35

IN WITNESS WHEREOF, the parties have executed this Memorandum this 3rd day of ~~April~~ ^{May}, 2003.

QUANTUM PROPERTIES II, L.L.C., a
Nebraska limited liability company (the
"Landlord")

By: 
Paul M. Brown, Manager

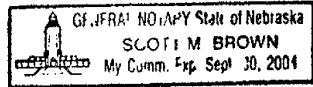
TRANQUILITY REALTY, L.L.C. a
Nebraska limited liability company (the
"Tenant")

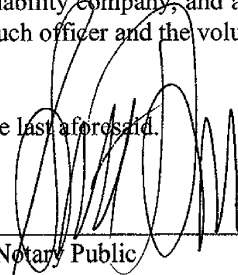
By: 
John Spausta, Manager

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this 22nd day of April, 2003, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the above-named Paul M. Brown, to me known to be the identical person named in and who executed the foregoing instrument as Manager of Quantum Properties II, L.L.C., a Nebraska limited liability company, and acknowledged that he executed the same as his voluntary act and deed as such officer and the voluntary act and deed of said company.

WITNESS my hand and Notarial Seal the date last aforesaid.

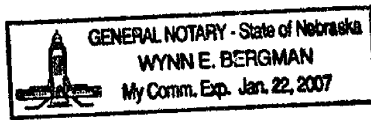



Notary Public

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this 3 day of ~~April~~^{May}, 2003, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the above-named John T. Spaustat to me known to be the identical person named in and who executed the foregoing instrument as President of TRANQUILITY REALTY, L.L.C., a Nebraska limited liability company, and acknowledged that he executed the same as his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

WITNESS my hand and Notarial Seal the date last aforesaid.



Wynn Bergman
Notary Public