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By

RICHARD N TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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THIS INSTRUMENT PREPARED BY:

**S. Jess Sperry, Esquire
McGlinchey Stafford
A Professional Limited Liability Company
Ninth Floor, One American Place
Baton Rouge, Louisiana 70825
Telephone (225) 383-9000
Facsimile (225) 343-3076**

M FEE 20.00 FB 59-28710
BKP _____ C/O _____ COMP BW
DEL _____ SCAN OLSV

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE ("Agreement"), is made and entered into this 22nd day of December, 1999, by and between **SAMUEL J. SAAD, JR.** ("Assignor"); and **MAYS-HILL, LTD.**, a Texas limited partnership ("Assignee"), through its Managing General Partner, **MAYS DEVELOPMENT COMPANY**, a Texas corporation.

Assignor and Omaha Cellular Telephone Company c/o U S West New Vector Group, Inc. ("Lessee") entered into a Building Option and Lease Agreement dated August 16, 1994 (the "Lease"), a memorandum of which was recorded October 26, 1994, in Book 1132, at Page 304 of the Miscellaneous Records of Douglas County, Nebraska, which Lease is assigned to Assignee.

For Ten And No/100 (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, Assignor hereby transfers, assigns, sets over and delivers unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Lease, ~~a copy of which is attached hereto~~, which assignment shall be effective on December 27, 1999 ("Effective Date"). Assignee does hereby assume and agree to perform all of the obligations of Assignor as landlord under the terms of the Lease, and Assignee agrees to indemnify, defend and hold harmless Assignor from and against any and all claims, actions or causes of action arising out of the Lease and this Agreement occurring on or after the Effective Date. Assignor agrees to indemnify, defend and hold harmless Assignee from and against any and all claims, actions or causes of action arising out of the Lease and this Agreement occurring before the Effective Date.

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SEC

The Assignor has executed this Assignment and Assumption of Lease on this 22nd day of December, 1999.

ASSIGNOR
SAMUEL J. SAAD, JR.

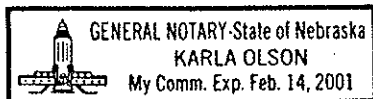
By: Samuel J. Saad
Name: Samuel J. Saad
Title: President

STATE OF NEBRASKA

COUNTY OF DOUGLAS

The foregoing instrument was acknowledged before me on this 22nd day of December, 1999, by Samuel J. Saad, Jr.

Karla Olson
Printed Name: Karla Olson
Notary Public, State of Nebraska
Commission Number: _____
My Commission Expires: 02/14/01



[NOTARY SEAL]

The Assignee has executed this Assignment and Assumption of Lease on this 17th day of December, 1999.

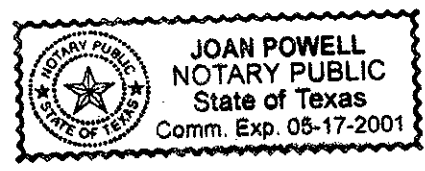
ASSIGNEE
MAYS-HILL, LTD., a Texas limited partnership

By: Mays Development Company, a Texas corporation, Its Managing General Partner

By: [Signature]
Name: Erik R. Mays
Title: President

STATE OF TEXAS
COUNTY OF Dallas

The foregoing instrument was acknowledged before me on the 17th day of Dec., 1999, by Erik R. Mays, as President of Mays Development Company, as Managing General Partner of Mays-Hill, Ltd.



[Signature]
Printed Name: _____
Notary Public, State of _____
Commission Number: _____
My Commission Expires: _____

[NOTARY SEAL]

EXHIBIT A

Lot 1, 114th Plaza, an Addition to the City of Omaha, in Douglas County, Nebraska except those parts taken by the City of Omaha, more particularly described as follows: Beginning at the Northwest corner of said Lot 1; thence South 125 feet; thence East 4 feet; thence North 125 feet; thence West 4 feet to the point of beginning, also beginning in the Southwest corner of said Lot 1; thence North 15 feet; thence Southeasterly 21.21 feet; thence West 15 feet to the point of beginning.