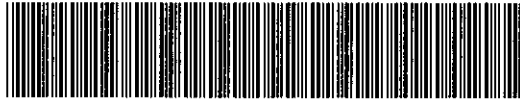




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RICHARD M. TAKICH  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE.

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THIS INSTRUMENT PREPARED BY AND  
WHEN RECORDED RETURN TO:  
Jon E. Hastings, Esq.  
Boult, Cummings, Conners & Berry, PLC  
414 Union Street, Suite 1600  
Nashville, Tennessee 37219

#### MEMORANDUM OF SITE LEASE AGREEMENT

THIS MEMORANDUM OF SITE LEASE AGREEMENT ("Memorandum"), dated for reference purposes as May 15, 2001, is entered into by and between **RPI Limited Partnership #14** ("Lessor"), whose address is set forth below, and **Cricket Nebraska Property Company**, a Delaware corporation ("Lessee"), whose address is set forth below.

WHEREAS, Lessor and Lessee have executed that certain Rooftop Lease with Option ("Agreement") dated as of March 5, 2001, covering certain premises ("Premises") on certain real property located in the City of Omaha, County of Douglas, State of Nebraska, commonly known as **1600 Farnam Street, Omaha, Nebraska (Cricket Site OMA-028)**, and more particularly described in Exhibit A ("Property") attached hereto and incorporated herein by this reference; and

WHEREAS, the Premises are depicted on Exhibit B-1 attached hereto and incorporated herein by this reference; and

WHEREAS, Lessor and Lessee desire to record notice of the Agreement in the Official Records of Douglas County, Nebraska;

NOW, THEREFORE, in consideration of the foregoing, Lessor and Lessee hereby declare as follows:

1. Demise. Lessor has leased the Premises to Lessee and Lessee has leased the Premises from Lessor, subject to the terms, covenants and conditions contained in the Agreement.
2. Expiration Date. The term of the lease of the Premises under the Agreement ("Term") is scheduled to commence on or about May 15, 2001, and shall expire (5) five years thereafter, subject to the parties' option to extend the Term pursuant to Section 5 of the Agreement for, at Lessee's election, for five (5) additional terms of five (5) years each.
3. Agreement Controlling. This Memorandum is solely for the purpose of giving constructive notice of the Agreement. In the event of conflict between the terms of the Agreement and this Memorandum, the terms of the Agreement shall control.

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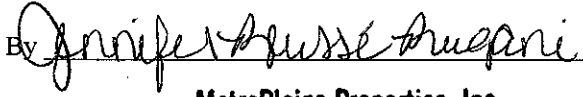
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IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum as of the date and year first written above.

**LESSOR**

**RPI Limited Partnership #14,**

a Nebraska limited partnership

By 

**MetroPlains Properties, Inc**  
**General Partner**  
**Jennifer Reussé Rugani**  
**Property Analyst**

TAX ID#: 36-3565608

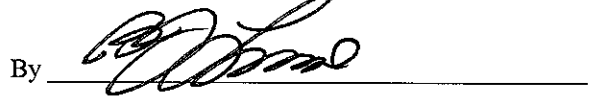
Address: c/o Metro Plains Properties, Inc.  
1600 University Avenue, Suite 212  
St. Paul, MN 55104

With a copy to:  
Garsten/Perennial Management Corp.  
1600 University Avenue, Suite 310  
Attn: Mike Koch

**LESSEE**

**Cricket Nebraska Property Company,**

a Delaware corporation

By 

**Bill Leonard**

**Regional Network Director**

TAX ID#: \_\_\_\_\_

Address: 6655 South Lewis, Suite 200  
Tulsa, OK 74136  
Attn: Regional Network Director

with a copy to:  
10307 Pacific Center Ct.  
San Diego, CA 92121  
Attn: General Counsel

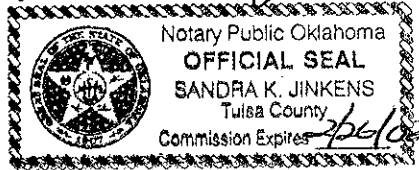
State of Oklahoma }  
County of Tulsa } ss.

On this 12 day of October, 2001, Bill Leonard personally appeared before me as the Regional Network Director of Cricket Oklahoma Property Company, known to me to be the identical person who executed the within and forgoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

2/26/02

Sandra K. Jinkens  
Notary Public



State of Minnesota }  
County of Ramsey } ss.

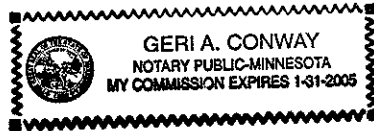
Before me, Geri A Conway the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Jennifer Reussé Rugani, with whom I am personally acquainted, and who upon oath acknowledged herself to be Property Analyst of the General Partner of RPI Limited Partnership #14, a Nebraska limited partnership, and that she, as Property Analyst, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by herself as said Property Analyst.

Witness my hand and seal, at office, this the 4th day of October, 2001

My Commission Expires:

1-31-05

Geri A Conway  
Notary Public



**EXHIBIT A  
LEGAL DESCRIPTION OF PROPERTY**

Exhibit A to Memorandum of Site Lease Agreement, dated March 5, 2001, by and between **RPI Limited Partnership #14**, as Lessor, and **Cricket Nebraska Property Company**, a Delaware corporation, as Lessee.

State: Nebraska

County: Douglas

City: Omaha


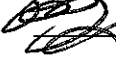
The Property of which the Premises are a part is legally described as follows:

**THE PROPERTY IS LEGALLY DESCRIBED AS:** Lot 1, in Block 140, in the ORIGINAL CITY OF OMAHA, as surveyed and lithographed, in Douglas County, Nebraska;

And,

That part of Lots 2 and 3, Block 140, in ORIGINAL CITY OF OMAHA, as surveyed and lithographed, in Douglas County, Nebraska, more particularly described as follows:

Beginning at the Southeast corner of said Lot 2; thence Westerly on the South line of said Lots 2 and 3, 112.00 feet; thence Northerly on a line 112.00 feet West of and parallel to the East line of said Lot 2, 63.00 feet; thence Easterly on a line 63.00 feet North of and parallel to the South line of said Lots 2 and 3, 112.00 feet to the East line of said Lot 2; thence Southerly on the East line of said Lot 2, 63.00 feet to the Point of Beginning.

 Initial  
 Initial

**EXHIBIT B-1**

**DIAGRAM OF PREMISES**

Exhibit B-1 to Memorandum of Site Lease Agreement dated March 5, 2001, by and between **RPI Limited Partnership #14**, as Lessor, and **Cricket Nebraska Property Company**, a Delaware corporation, as Lessee.

State: Nebraska

County: Douglas

City: Omaha

The location of the Premises within the Property together with access, ingress, egress, easements and utilities are more particularly described or depicted as follows:

See attached Site Survey depicting the Premises.

 Initial  
 Initial

ROOFTOP  
1600 FARNAM STREET, OMAHA, NEBRASKA

POOR COPY

