

This Document Prepared By:
ALLTEL Communications, Inc.
One Allied Drive, P.O. Box 2177
Little Rock, AR 72202
Attn: Property Management Department

ORIGINAL

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") is executed this 24th day of August 2000 by and between Donald Hood and Esther C. Hood ("Lessors") and Aliant Cellular, Inc. d/b/a ALLTEL, ("Lessee") and evidences that on the 1st day of Sept., 2000 a Communications Site Lease Agreement was executed for the Property as that term is hereinafter defined.

1. **Lease Term.** The term of the Lease shall be five (5) years commencing on the 1st day of Sept. 2000 and terminating at midnight on the 31st day of Aug., 2005. Lessee has the right to extend the Lease for four (4) additional five year terms.

2. **Property.** Subject to the terms of the Lease, Lessor has leased to Lessee the use of a portion of the real property and easement for ingress, egress and utilities over that property described in Exhibit "A" attached hereto ("Property").

3. **Notices.** All notices, requests, demands, and other communications to the Lessor or Lessee shall be made at the following addresses:

If to Lessor, to: Donald and Esther C. Hood
302 9th St.
Unadilla, NE 68454
520-44-5147 Tax Identification No.

If to Lessee, to: Aliant Cellular, Inc. d/b/a ALLTEL.
One Allied Drive
P.O. Box 2177
Little Rock, AR 72203
Attn: Property Management Department

4. **Right of First Refusal.** During the Initial Term and any Renewal Term of this Agreement, Owner shall, prior to selling the Property or any portion thereof, notify Tenant in writing of the sale price and terms offered by a third party, together with a copy of the third party's offer. Tenant shall have the right of first refusal to purchase the Property, or that portion of the Property to be sold, on the same terms and conditions (or case equivalent terms, if a property exchange is proposed) by giving Owner notice of its intention to purchase the same within thirty (30) days of receipt of Owner's notice. If Tenant gives no such notice of its intention to purchase the Property, Owner may sell the Property, or the portion to be sold, to the third party on the stated terms and price, as long as such sale closes within six (6) months of the date of the third party's offer and said sale is made subject to the terms of this Agreement.

IN WITNESS WHEREOF, Owner and Tenant have executed this Agreement effective as of the day and year first above written.

OWNERS: DONALD HOOD
By: Donald Hood
Donald Hood
ESTHER C. HOOD
By: Esther C. Hood
Esther C. Hood

TENANT: ALIANT CELLULAR, INC. d/b/a ALLTEL
By: Jim Kimzey
Jim Kimzey
Title: SVP-Network Support
Date: 8/24/00

ACKNOWLEDGMENTS

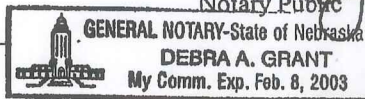
STATE OF NEBRASKA)
LANCASTER)ss
COUNTY OF GOSPEL)

I, Debra A. Grant, a Notary Public of the County and State aforesaid, certifies that DONALD HOOD AND ESTHER C. HOOD personally known to me to be the persons whose names are described to the foregoing instrument, appeared before me this day and acknowledged that as their free and voluntary act, for the uses and purposes set forth herein.

WITNESSETH my hand and seal this 25th day of April, 2000.

Debra A. Grant
Notary Public

My Commission Expires: 02/08/03
SEAL



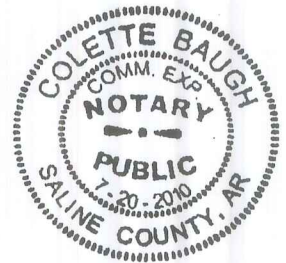
STATE OF ARKANSAS)
)ss
COUNTY OF ~~PLUMASKI~~ Saline

I, Colette Baugh, a Notary Public of the County and State aforesaid, certify that Jim Kimzey personally appeared before me this day and acknowledged that he is SVP Network Support of Aliant Cellular, Inc. d/b/a ALLTEL of and that by authority duly given and as the act of the said partnership, the foregoing instrument was signed in its name.

WITNESS my hand and notarial seal this 24th day of August, 2000.

Colette Baugh
Notary Public

My Commission Expires: July 20, 2010
SEAL



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EXHIBIT "A"

LEGAL DESCRIPTION
OF PROPERTY

LEGAL DESCRIPTION LEASE SITE

A tract of land in the South Half of the Southeast Quarter of Section 30, Township 9 North, Range 9 East of the 6th Principal Meridian, Otoe County, Nebraska, less tract sold to the State of Nebraska for highway purposes filed March 2, 1957 in book 103 deeds, page 377 of the records of Otoe County, Nebraska, being more particularly described as follows:

Referring to the Southeast Corner of said Section 30; thence northerly N 01°22'09" W, 835.00 feet; thence westerly S 88°37'45" W, 82.98 feet, to the Point of Beginning for the described Lease Site; thence westerly S 88°37'45" W, 373.59 feet; thence northerly N 01°22'13" W, 428.33 feet; thence easterly N 88°38'11" E, 373.63 feet; thence southerly S 01°21'52" E, 428.28 feet, to the Point of Beginning for the described Lease Site.

Containing a total calculated area of 3.67 acres more or less.

EXHIBIT "B"

LEGAL DESCRIPTION ACCESS/UTILITY EASEMENT

An Access/Utility Easement 20 feet in width, located in the South Half of the Southeast Quarter of Section 30, Township 9 North, Range 9 East of the 6th Principal Meridian, Otoe County, Nebraska, less tract sold to the State of Nebraska for highway purposes filed March 2, 1957 in book 103, deeds, page 377 of the records of Otoe County, Nebraska, the center line being more particularly described as follows:

Referring to the Southeast Corner of said Section 30; thence northerly N. 01°22'09"W, 835.00 feet; thence westerly S 88°37'45" W, 33.00 feet; thence northerly N. 01°22'09"W, 224.11 feet, to the Point of Beginning for the center line of the described easement; thence westerly S 88°37'51"W 49.97 feet, to the point of termination for the center line of the described easement.

