

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this day of June 26, 2002, by and between Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications, Inc., with an office at 851 Trafalgar Court, Suite 300 East, Maitland Florida 32751 (hereinafter referred to as "Licensor") and Tritel Communications, Inc., a Delaware corporation, with an office at 111 East Capitol Street, Suite 500, Jackson, MS 39201 (hereinafter referred to as "Licensee").

1. Licensor and Licensee entered into a Site License Agreement ("Agreement") on the 26th day of June, 2002, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.

2. The term of the Agreement is for Five (5) years commencing on June 12, 2002 and ending on June 11, 2007, with four (4) successive Five (5) year options to renew. If all options to renew are exercised, the term of this Agreement will expire twenty-five (25) years after the Commencement Date (as defined in the Agreement).

The Land which is the subject of the Agreement is described in Exhibit A annexed hereto. That portion of the Land being leased to Licensee ("Premises") is described in Exhibit B annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

LICENSOR:

Nextel South Corp, a Georgia Corporation
d/b/a Nextel Communications

By: [Signature]

Name: Scott Smith

Title: Area Vice President

Date: 6-26-02

LICENSEE:

Tritel Communications, Inc., a Delaware corporation

By: [Signature]

Name: Ronald W. Keefe, Jr.

Title: Vice President

Date: 6/3/02

(NOTARIAL ACKNOWLEDGEMENTS ON THE FOLLOWING PAGE)

STATE OF Georgia
COUNTY OF Gwinnett

On June 26, 2002, before me, Carole de la Cruz, Notary Public, personally appeared Scott Smith, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL) Carole de la Cruz
Notary Public

My commission expires: 7-25-2005

COMMONWEALTH OF Virginia
COUNTY OF Arlington

On June 5, 2002, before me, Teresa Fitzgerald, Notary Public, personally appeared Ronald W. Keefe, Jr., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)
Notary Public Teresa Fitzgerald
My commission expires:

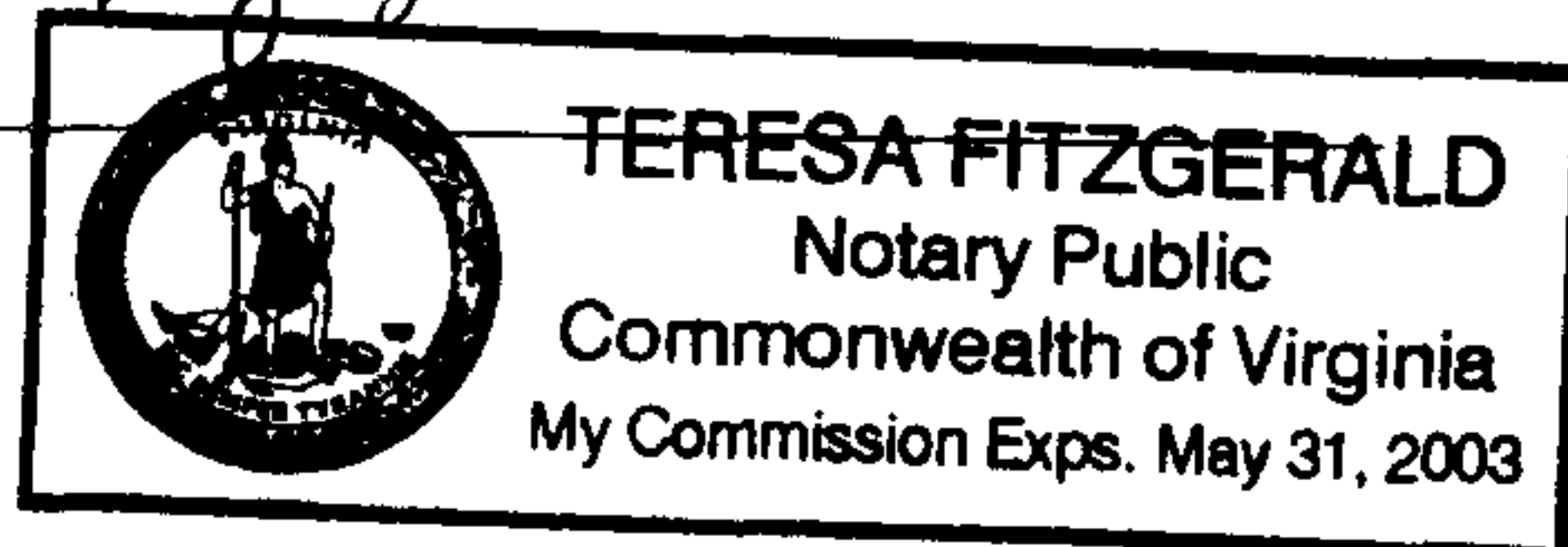


EXHIBIT 1

DESCRIPTION OF LAND

Exhibit 1 to the Memorandum of Agreement dated June 26, 2002, by and between Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications as Licensor, and Tritel Communications, Inc., a Delaware corporation as Licensee.

The Land is described and/or depicted as follows:

The Premises is a portion of:

All of Lot 2 of Valleydale Estates Subdivision, as recorded in Map Book 4, page 90, in the Probate Office of Shelby County, Alabama, lying in the SW1 of Section 36, Township 19 South, Range 3 West.

A.P.N. or P.I.N. or Real Property Tax I.D. #: 11-7-36-2-001-28.000 and 11-7-36-3-000-027.000

EXHIBIT 2

DESCRIPTION OF PREMISES

Exhibit 2 to the Memorandum of Agreement dated June 26, 2002, by and between Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications, as Licensor, and Tritel Communications, Inc., a Delaware corporation as Licensee.

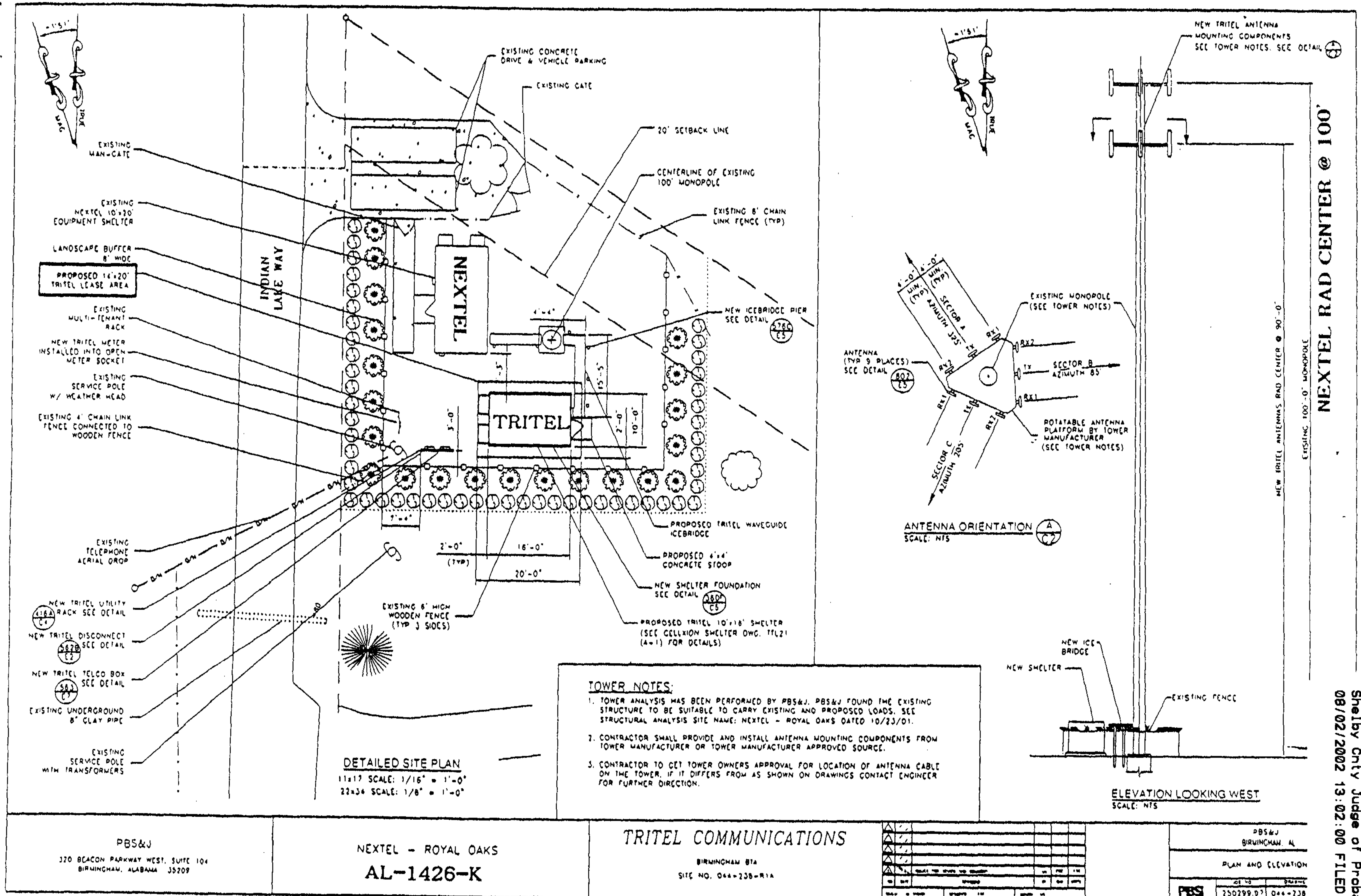
The Premises are described and/or depicted as follows: "The Premises is a portion of"

SEE ATTACHED.

Notes:

1. Licensee may replace this Exhibit with a survey of the Premises once Licensee receives it.
2. The Premises shall be setback from the Land's boundaries as required by the applicable governmental authorities.
3. The access road's width will be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number, mounting positions and locations of antennas and transmission lines are illustrative only. The actual types, numbers, mounting positions and locations may vary from what is shown above.
5. The location of any utility easement is illustrative only. The actual location will be determined by the servicing utility company in compliance with all local laws and regulations.

EXHIBIT B



NOT TO SCALE