

This instrument was prepared by:
Dial Call Inc.
6575 The Corners Parkway
Norcross, GA 30092

MEMORANDUM OF GROUND LEASE

This Memorandum of Ground Lease (this "Memorandum") dated as of the 16th day of APRIL, 1996, is by and between Samuel J. Russell and his wife, Linda R. Russell whose address is 416 Hwy. 442, Sterrett, Alabama 35147 ("Landlord"), and DIAL CALL, INC., a Georgia corporation, whose address is 6575 The Corners Parkway, Norcross, Georgia 30092 ("Tenant");

WITNESSETH THAT:

Landlord has leased to Tenant, and Tenant has leased from Landlord, upon and subject to the covenants and agreements set forth in that certain Ground Lease Agreement dated January 31, 1996 (the "Lease"), by and between Landlord and Tenant, certain premises (the "Leased Property") that are a part of that tract of land (the "Tract") located in the County of Shelby, and State of Alabama, both more particularly described in Exhibit "A" attached hereto and made a part hereof.

Landlord and Tenant record this Memorandum in lieu of recording the Lease itself for the purpose of placing the public on notice of inquiry as to the specific provisions, terms, covenants and conditions of the Lease, the provisions thereof material to this Memorandum being incorporated herein, made a part hereof by reference and available from either party hereto at their above-stated respective addresses.

Without limitation, the Lease contains the following covenants and agreements between Landlord and Tenant, to-wit:

- (1) The Lease provides for an initial term of five (5) years to commence not later than May 1, 1996.
- (2) The Lease grants Tenant four (4) options to extend the term thereof for four (4) separate additional periods of five (5) years each and provides that the Lease may continue for annual terms following the expiration of the initial term or last exercised option period, as the case may be, in the event that notice of termination of the Lease is not provided, pursuant to the terms of the Lease, one (1) month prior to the expiration of the initial term or final option period. Notwithstanding anything contained herein to the contrary, and if not sooner terminated, the Term shall terminate at the end of the 99th year from the commencement of the Term without the necessity of notice or further documentation.
- (3) The Lease prohibits Landlord from selling, leasing, using or permitting the use of areas of the Tract outside the Leased Property, or any property owned or controlled by Landlord adjacent to the Tract, for the placement of communications facilities unless Tenant determines, in Tenant's sole judgment, that such other communications facilities would not interfere with the use of the Leased Property by Tenant;
- (4) The Lease provides that Tenant has the right to remove any fixtures installed or improvements made by Tenant on the Leased Property; and
- (5) The Lease grants Tenant certain rights to relocate the Leased Property on the Tract in the event of substantial condemnation of the Leased Property.

Nothing herein contained is intended to or does change, modify or affect any of the terms or provisions of the Lease or the rights, duties, obligations, easements and covenants running with the land created thereby, all of which remain in full force and effect.

This Memorandum is binding on and shall inure to the benefit of the parties and their respective heirs, executors, personal representatives, successors and assigns and shall be appurtenant to and shall run with the land.

WITNESS the hands and seals of the undersigned as of the date and year first written above.

[SIGNATURES AND NOTARIZATIONS APPEAR ON THE FOLLOWING PAGES.]

TENANT:
DIAL CALL, INC.

BY: [Signature]

Title: Market President

(Corporate Seal)

STATE OF GEORGIA
COUNTY OF GWINNETT

I, the undersigned, a notary public in and for said state, hereby certify that Richard W. Orchard, whose name as Market President of Dial Call, Inc., a Georgia corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me this day that, being informed of the contents of the instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of the corporation.

Given under my hand and official seal this the 12th day of May, 1996.

Catherine S. Brackett

Notary Public

My commission expires:

MY COMMISSION EXPIRES
JULY 28th 1998

(NOTARIAL SEAL)

LANDLORD:

[Signature] (Seal)

Samuel J. Russell

[Signature] (Seal)

Linda R. Russell

STATE OF ALABAMA
COUNTY OF HELBY

I, the undersigned, a notary public in and for said county in said state, hereby certify that Samuel J. Russell and Linda R. Russell, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 16th day of April, 1996.

Lance Brasher

Notary Public

My commission expires: 12-2-96

(NOTARIAL SEAL)

EXHIBIT "A"

The "Tract"

All that tract or parcel of land situated in the Northeast Quarter of the Southeast Quarter of Section 32, Township 19 South, Range 1 East, Shelby County, Alabama, and being more particularly described as follows:

From the Southeast corner of the Northeast 1/4 of Southeast 1/4 of Section 32, Township 19 South, Range 1 East, also the point of beginning, run North along the East line of said Section a distance of 793.29 feet, to the South Right of way line of County Road No. 450; thence left 99°32'06" along said right of way line a distance of 329.53 feet; thence right 8°46'59" along said right of way line a distance of 135.11 feet; thence left 89°14'53" a distance of 736.89 feet; thence left 89°59'45" a distance of 460.07 feet to the point of beginning.

The "Leased Property"

All that tract or parcel of land situated in the Northeast Quarter of the Southeast Quarter of Section 32, Township 19 South, Range 1 East, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Southeast corner of said Quarter-Quarter Section, thence run North 0 degrees 35 minutes 43 seconds East along the East line of said Quarter-Quarter Section for a distance of 543.29 feet to an iron pin set at the point of beginning; thence continue North 0 degrees 35 minutes 43 seconds East for a distance of 250.00 feet to an iron pin found on the South right-of-way line of County Road No. 450; thence run South 81 degrees 03 minutes 57 seconds West along said right-of-way line for a distance of 50.70 feet to an iron pin set; thence run South 0 degrees 35 minutes 43 seconds West for distance of 141.61 feet to an iron pin set; thence run North 89 degrees 24 minutes 16 seconds West for a distance of 50.00 feet to an iron pin set; thence run South 0 degrees 35 minutes 43 seconds West for a distance of 100.00 feet to an iron pin set; thence run South 89 degrees 24 minutes 16 seconds East for a distance of 100.00 feet to the point of beginning of said parcel. Said parcel containing 0.3969 acres more or less.

Inst # 1996-15874

05/15/1996-15874
02:24 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 HCD 39.00