

This Memorandum of Lease Assignment
was prepared by:
Thomas J. Sidman, Esq.
Nextel Communications, Inc.
1505 Farm Credit Drive
McLean, VA 22102

When recorded, return to:

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P.O. Box 591
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10:26 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MEL 16.00

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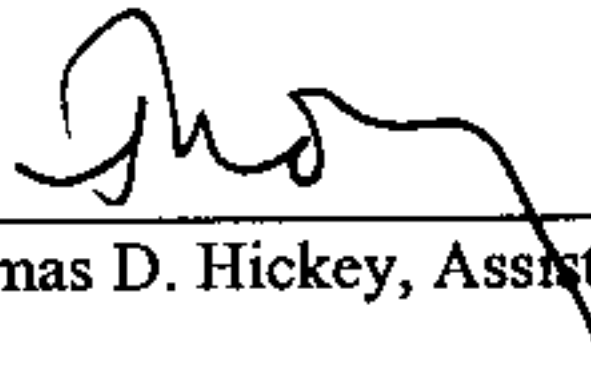
MEMORANDUM OF LEASE ASSIGNMENT

This Memorandum of Lease Assignment evidences the assignment by the undersigned officer of Dial Call, Inc. (the "Assignor"), to The Chase Manhattan Bank, a New York State banking corporation having an office at 1 Chase Manhattan Plaza, New York, New York 10081 as Collateral Agent (the "Assignee"), of all its right, title and interest in, to and under the lease and leasehold interests represented by the Communications Site Lease Agreement (Ground) dated 2/25/97 between Ellison, Wayne M. and Edna L. (Lessor) and Dial Call, Inc. (Lessee) identified in Schedule 1 hereto, as collateral security for obligations of the Assignor to various lenders and other entities for whom the Assignee from time to time acts as Collateral Agent.

IN WITNESS WHEREOF, this Memorandum of Lease Assignment has been duly executed by the Assignor as of the day and year indicated below.

DIAL CALL, INC.

Date: August 5, 1997


Thomas D. Hickey, Assistant Secretary

Signed and acknowledged
in the presence of:


Michael Carper, Assistant Secretary


Catherine Brown, 1505 Farm Credit Dr., McLean, VA 22102

COMMONWEALTH OF VIRGINIA)
COUNTY OF FAIRFAX)

ss:

AL-1078 B

Term: 5 yrs.
Annual Rent: \$3,600.00

On this 5th day of August, 1997, before me, personally appeared Thomas D. Hickey, to me personally known who, being by me duly sworn, did depose and say that he resides at 10405 Logan Dr., Potomac, MD 20854; that he is the Assistant Secretary of Dial Call, Inc., aforesaid Assignor; and that he executed the foregoing instrument and that he signed his name thereto under the authority of the board of directors of said corporation.

WITNESS my hand and seal hereto affixed the day and year first above written.


Ried R. Zulager, NOTARY PUBLIC
My Commission expires July 31, 2000



SCHEDULE I

**DESCRIPTION OF LEASE
AND LEASED PROPERTY**

Landlord/Lessor: Ellison, Wayne M. and Edna L.
Lessee/Debtor/Assignor: Dial Call, Inc.
Agreement: Communications Site Lease Agreement (Ground)

Address of Property: 101 Parkview Drive

City: Pelham

County: Shelby

State: AL

ZIP Code: 35214

Real Estate Identification Number: Tax# 14-4-1-19-000-001.001

DESCRIPTION OF PROPERTY ATTACHED HERETO AS EXHIBIT A

DESCRIPTION OF PREMISES ATTACHED HERETO AS EXHIBIT B

Date of Lease: 2/25/97

Term: The term of the Agreement is for five (5) years commencing no later than August 15, 1997 and terminating August 14, 2002 at the latest, with four (4) successive five (5) year options to renew.

Annual Rent: \$3,600.00

Nextel Landlord ID: Ellison, Wayne M. and Edna L.

Nextel Location: Pelham

Nextel Site No.: AL-1078 B

MKT: SE
SITE #: AL-1078-B

EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated February 25 1997, by and between Wayne M. Ellison & Edna L. Ellison, as Lessor, and Dial Call, Inc. d/b/a Nextel Communications, as Lessee.

The Land is described and/or depicted as follows (metes and bounds description):

✓ 10,000 ~~xx~~

This instrument was prepared by

(Name) John H. Brewer, Attorney at Law

(Address) 200 Office Park Drive, Suite 216, Birmingham, Alabama 35223

STATE OF ALABAMA
COUNTY OF SHELBY

} KNOW ALL MEN BY THESE PRESENTS.

That in consideration of Ten and no/100 Dollars (\$10.00) and other good and valuable considerations to the undersigned Grantor, in hand paid by the Grantee herein, the receipt whereof is acknowledged, we, First Alabama Bank of Birmingham, C.W. Walter and John H. Brewer, As Trustees U/I/T dtd 5/24/71, recorded in Office of Judge of Probate of Shelby County, AL in Deed Book 268, Pg 7 and amended as recorded in said Probate Office in Deed Book 303, pg 528 (herein referred to as GRANTOR), in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto

✓ WAYNE M. ELLISON, and wife EDNA L. ELLISON

(herein referred to as GRANTEES) for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate, situated in Shelby County, Alabama

SE 1/4 of NW 1/4 and the SW 1/4 of NE 1/4 of Section 19, Township 20 South, Range 2 West

LESS AND EXCEPT:

1. All coal, iron ore, oil and gas and any and all other mineral and mining rights.
2. An Easement to Colonial Pipeline Company as shown by instrument recorded in Deed Book 222, page 638, in the Shelby Co. Probate Office.

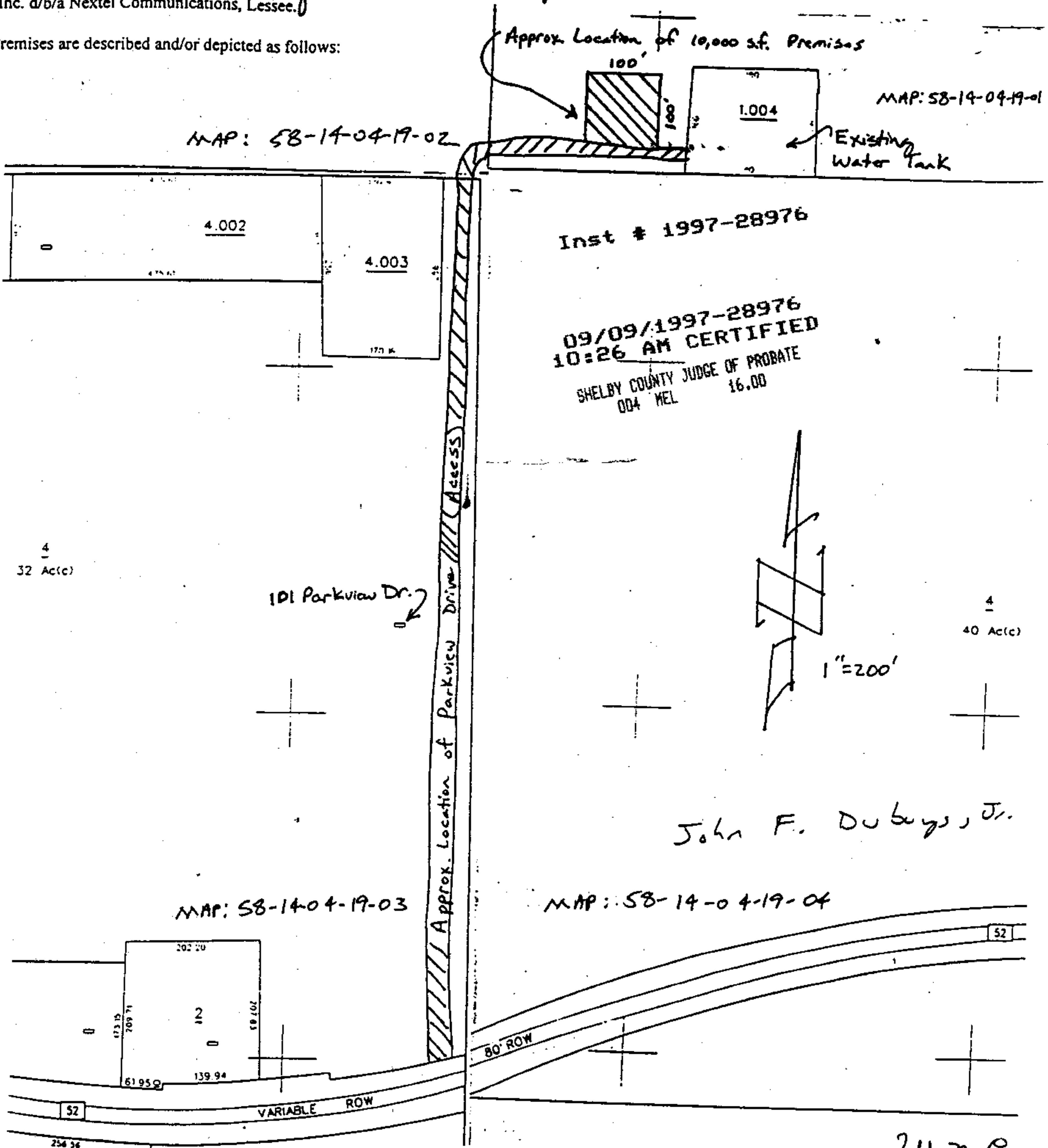
WME
ELE

EXHIBIT B

DESCRIPTION OF PREMISES

to the Agreement dated February 5 1997, by and between Wayne M. Ellison & Edna L. Ellison, as Lessor, and Dial Call, Inc. d/b/a Nextel Communications, Lessee.

The Premises are described and/or depicted as follows:



Notes:

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.
2. Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.

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