

STAT MS - DESOTO CO

This instrument was prepared by:
William B. Grete, Esq.
Baker, Donelson, Bearman & Caldwell
Post Office Box 24417
Jackson, Mississippi 39202
(601) 351-2400

Re: SOUTHAVEN,
DESOTO COUNTY, MS JAN 14 2 03 PM '98

MEMORANDUM OF LEASE

BK 76 PG 370
W.E. DAVIS JR. CLK.

KNOW ALL MEN BY THESE PRESENTS:

That, **GAS PRODUCTS, INC.**, a Mississippi corporation, having a notice address at 337 Westover Drive, Clarksdale, MS 38614 ("Lessor") hereby leases to **HOLOX, LTD.**, a Georgia limited partnership, having a notice address at 1500-C Indian Trail Road, Norcross, Georgia, 30091-6100 ("Lessee") pursuant to the terms of a certain Lease Agreement (the "Lease") dated effective December 29, 1997, the following described property situated in Southaven, Mississippi, more particularly described on Exhibit "A", attached hereto and incorporated herein.

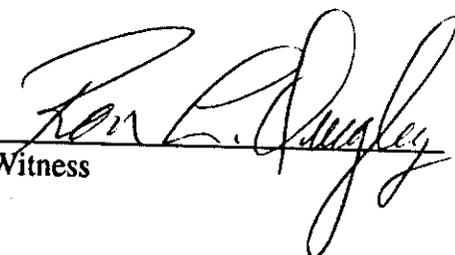
TO HAVE AND TO HOLD such real property for a term of ten (10) years having a commencement date of December 30, 1997, and a termination date of December 31, 2007.

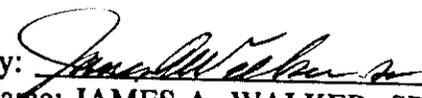
This Memorandum is subject to all of the conditions, terms and provisions of the Lease, all of which are by this reference incorporated as a part hereof to the same extent as if all of the provisions of the Lease were set forth in full in this Memorandum of Lease. Lessor and Lessee acknowledge that the Lease contains provisions restricting the sale, encumbrance, assignment and other transfer of the respective estates of the parties in the above-described property, including, without limitation, a right of first refusal in favor of Lessee in the event of any transfer of attempted transfer by Lessor. Lessor and Lessee further acknowledge that the Lease grants to Lessee two (2) five (5) year options to extend the term. It is understood that the Lease constitutes the complete agreement between Lessor and Lessee and that this Memorandum of Lease will not be construed to modify or amend the Lease in any respect.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease this 29 day of December, 1997, effective December 29, 1997.

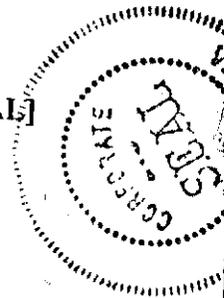
LESSOR:

GAS PRODUCTS, INC.


Witness

By:  [SEAL]
Name: JAMES A. WALKER, SR.
Title: President

[CORPORATE SEAL]



LESSEE:

HOLOX, LTD., a Georgia limited partnership

By: **HOLOX, INC.**, its sole general partner

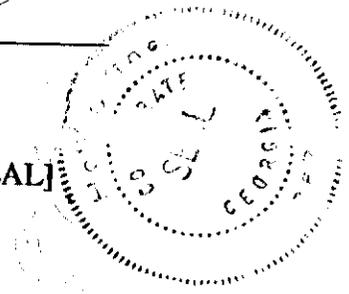
M. L. G.

Witness

By: *Brian P. Haley*

Name: **BRIAN P. HALEY**
Title: President

[CORPORATE SEAL]



STATE OF GEORGIA

COUNTY OF FULTON

Personally appeared before me, the undersigned authority in and for said County and State, on this 29th day of December, 1997, within my jurisdiction, the within named **JAMES A. WALKER, SR.**, who acknowledged that he is President of **GAS PRODUCTS, INC.**, a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, he executed the above and foregoing instrument after first having been authorized by said corporation to do so.

Shirley P. Taylor

NOTARY PUBLIC

MY COMMISSION EXPIRES:
NOTARY PUBLIC, COBB COUNTY, GEORGIA
MY COMM. EXPIRES JANUARY 10, 1998.

[NOTARY SEAL]

STATE OF GEORGIA

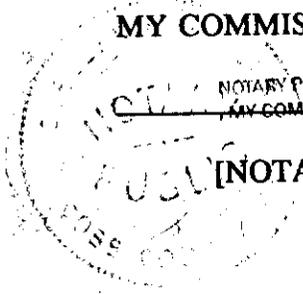
COUNTY OF FULTON

Personally appeared before me, the undersigned authority in and for said County and State, on this 29th day of December, 1997, within my jurisdiction, the within named BRIAN P. HALEY, who acknowledged that he is President of HOLOX, INC., a Georgia corporation, acting in its capacity as the sole general partner of HOLOX, LTD., a limited partnership organized under the laws of the State of Georgia, which is a party to the above and foregoing instrument, and that for and on behalf of said corporation, and as its act and deed as the sole general partner of said limited partnership, and as the act and deed of said limited partnership, he executed the above and foregoing instrument in the capacities stated after first having been duly authorized so to do.

Suellen P. Taylor

NOTARY PUBLIC

MY COMMISSION EXPIRES:
SUELLEN P. TAYLOR
NOTARY PUBLIC, COBB COUNTY, GEORGIA
MY COMM. EXPIRES JANUARY 10, 1998.



[NOTARY SEAL]

BK0318PG0708

Exhibit "A"

A parcel of land situated in the Northwest Quarter of Section 24, Township 1 South, Range 8 West, being more particularly described as follows:

Beginning at a point in the center of Section 24, Township 1 South, Range 8 West, DeSoto County, Mississippi; thence north along the north-south one-half section line of said Section 24, 171.40 feet to a point; thence west at right angles to said one-half section line 70.00 feet to an iron pin (set); said pin being THE POINT OF BEGINNING; thence south 02 degrees 43 minutes 55 seconds East parallel with and 70.00 feet West of the said one-half section line and along the west right-of-way line of Hamilton Road (50 feet R.O.W.) 307.86 feet to an iron pin (set); thence South 87 degrees 55 minutes 28 seconds West 743.67 feet to an iron pin (found) in the East right-of-way line of Interstate Highway No. 55; thence North 03 degrees 55 minutes 36 seconds West along said right-of-way 98.82 feet to a concrete right-of-way monument (found); thence North 85 degrees 46 minutes 32 seconds East 59.67 feet to a concrete right-of-way monument (found); thence North 03 degrees 48 minutes 53 West 208.85 feet along said right-of-way to an iron pin (found); thence North 87 degrees 54 minutes 07 seconds East 689.85 feet to the point of beginning containing 4.98699, more or less, acres of land.

LESS AND EXCEPT, that interest in, and income from the Premises represented by that certain PCS Site Agreement, executed by Lessor in favor of SprintCom, Inc., dated July 17, 1997.

EXHIBIT A