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4401 Westown Parkway, Ste 321
W. Des Moines IA
50266

DELAWARE COUNTY IOWA
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BROOKE PETTON
DELAWARE CO RECORDER
$ No. 00

PREPARER INFORMATION: Michele Hall (Individuals) | TeleCorp/Whalen (Company) | 4401 Westown Pkwy, #321 (Street Address) | West Des Moines, IA 50266 (City, State, Zip) | (515-273-1200) (Area Code-Phone)

(Space above this line for Recorder)

MEMORANDUM OF LEASE

Premises I.D.: CDR215A
Premises Location: 220th Street, Delaware, IA 52036

This Memorandum of Lease is entered into effective as of March 23, 2001 by and between Ronald Palmersheim and Helen Palmersheim (the "Lessor"), with a mailing address of 305 4th Street, Greely IA 52050 and TELECORP REALTY, L.L.C., a Delaware limited liability company ("Lessee") with a mailing address of 1010 North Glebe Road, Suite 800, Arlington, Virginia 22201. Lessor and Lessee hereby acknowledge and confirm that they have entered into a certain Site Lease Agreement dated March 23, 2001 ("Lease") affecting certain real estate and improvements thereon, if any, located at the above-described location and legally described on Exhibit A attached hereto and incorporated herein by this reference and certain access and utility easements appurtenant thereto ("Premises"). Some of the terms of the Lease are as follows:

1. The initial term of the Lease is for a period of ten (10) years commencing on start of installation of equipment. The Term of the Lease shall automatically renew for three (3) additional successive and consecutive periods of five (5) years each ("Renewal Terms"), subject to termination by Lessee in accordance with the terms of the Lease.

2. The Lease contains various provisions for the benefit of Lessee relating to interference with the operation of its equipment and restrictions on use of the real estate and improvements thereon, if any, for other communications devices.

3. Although this Memorandum of Lease does not include all of the terms and provisions of the Lease, constructive knowledge of all such terms and provisions is provided hereby and any person or entity interested in the real estate and improvements, if any, shall be deemed to have actual knowledge thereof and the duty to inquire regarding the specific terms and provisions of the Lease. Nothing contained herein shall be deemed to amend or modify the Lease in any way whatsoever and, in the event of any inconsistency between the terms of the Lease and this Memorandum of Lease, the terms and provisions of the Lease shall supersede and control.

4. This Memorandum of Lease may be executed by the parties hereto on any number of separate counterparts, and all such counterparts so executed constitute one agreement binding on all the parties hereto notwithstanding that all the parties hereto are not signatories to the same counterpart.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum of Lease effective as of the date first above written.

LESSEE:

TELECORP REALTY, L.L.C.
By: TeleCorp Communications, Inc.
Its: Managing Member

By: _____

Print Name: _____

Title: CEO

LESSOR:

RONALD PALMERSHEIM and HELEN PALMERSHEIM

By: _____

Print Name: Ronald Palmersheim

Title Owner

By: _____

Print Name: Helen J. Palmersheim

Title: Owner

STATE OF IOWA)
) ss.
COUNTY OF Delaware)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ronald & Helen Palmersheim, personally known to me to be the N/A of N/A, a N/A corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such OWNERS, (s)he signed and delivered said instrument as OWNERS of said corporation, pursuant to authority given by the Board of Directors of said corporation as his/her free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14 day of March, 2001.

NOTARIAL SEAL IOWA
DARLENE A. BOGE
MY COMMISSION EXPIRES
9-6-2003

Darlene Boge
Notary Public

My commission is permanent/expires: Sept. 6, 2003

COMMONWEALTH OF VIRGINIA)

) ss.

COUNTY OF Arlington)

On this 23 day of March, 2001, before me appeared Gary T. Ventu, to me personally known, who, being by me duly sworn, did say that he is the CEO of TeleCorp Realty, L.L.C., a Delaware limited liability company, and that said instrument was signed in behalf of said limited liability company, and said Gary T. Ventu acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Teresa Fitzgerald
Notary Public

My term is permanent/expires: 5/31/03

TERESA FITZGERALD NOTARY PUBLIC COMMONWEALTH OF VIRGINIA

This document was drafted by:

EXHIBIT A

Legal Description

PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 31, TOWNSHIP 89 NORTH, RANGE 4 WEST OF THE 5TH P.M., DELAWARE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT OF REFERENCE AT THE NORTH QUARTER CORNER OF SECTION 1, TOWNSHIP 88 NORTH, RANGE 5 WEST OF THE 5TH P.M.; THENCE NORTH 88° 22' 02" EAST ALONG THE NORTH LINE OF TOWNSHIP 88 NORTH. RANGE 5 WEST AND THE SOUTH LINE OF TOWNSHIP 89 NORTH, RANGE 4 WEST 631.12 FEET; THENCE NORTH 00° 00' 00" WEST 210.27 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00° 00' 00" WEST 100.00 FEET; THENCE SOUTH 90° 00' 00" EAST 100.00 FEET; THENCE SOUTH 00° 00' 00" EAST 100.00 FEET; THENCE NORTH 90° 00' 00" WEST 100.00 FEET TO THE POINT OF BEGINNING. THIS LEASE AREA CONTAINS 1000 SQUARE FEET, MORE OR LESS.