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BOOK 105 PAGE 506

After Recording Return To:

Gary N. Ackerman
Roberts & Shefelman
800 Fifth Avenue, Suite 4100
Seattle, WA 98104

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MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (the "Memorandum") is made and entered into as of the 16th day of April, 1987, by and between (i) WILMINGTON TRUST COMPANY, a Delaware banking corporation, and WILLIAM J. WADE, not in their individual capacities but solely as trustees (collectively the "Owner Trustee" or the "Lessor") under a Trust Agreement dated as of April 16, 1987, among the Owner Trustee and Ford Motor Credit Company, a Delaware corporation, as Owner Participant, and (ii) WILLIAMS TELECOMMUNICATIONS COMPANY, a Delaware corporation (the "Lessee").

RECITALS:

A. The Lessor and the Lessee have entered into a Lease Agreement dated as of April 16, 1987 (the "Lease"), pursuant to which the Lessor has leased a certain telecommunications facility more particularly described in Annex A hereto (the "Facility") to the Lessee.

B. The Facility is located on the real property more particularly described in Annex B hereto (the "Right of Way").

C. The Lessor and the Lessee desire to evidence of record that the Facility has been leased by the Lessor to the Lessee.

FILED FOR RECORD
AT REQUEST OF
BY GARY N. ACKERMAN
JUN 1 1 00 PM '87
AUDITOR
GARY M. GLASON

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AGREEMENTS

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lessor and the Lessee agree as follows:

1. The Lessor has leased and does hereby lease to the Lessee, and the Lessee has leased and does hereby lease from the Lessor, the Facility that is located on the Right of Way for an interim term commencing on April 27, 1987 and ending on July 14, 1987 and for a primary term (the "Primary Term") of fifteen (15) years commencing on July 15, 1987 and ending on July 14, 2002, subject to the renewal and purchase options described below and at the rent and upon the other terms and conditions set forth in the Lease.

2. Upon compliance with the procedure set forth in the Lease, and subject to the terms and conditions set forth therein, the Lessee may, at its option, renew the lease of the Facility at the end of the Primary Term for successive renewal terms (each a "Renewal Term"), each such Renewal Term to be not less than two and not more than four years; provided, however, that the final Renewal Term shall end on or before July 15, 2012. Each Renewal Term shall be at the rent and upon the other terms and conditions set forth in the Lease.

3. Upon compliance with the procedure set forth in the Lease, and subject to the terms and conditions set forth therein, the Lessee shall have the right to purchase the Facility (i) a date specified in the Lease occurring after July 15, 1998 and (ii) on the last day of the Primary Term or the Renewal Term at the price and upon the other terms and conditions set forth in the Lease.

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4. The Lessor and the Lessee each ratify and confirm the terms, provisions and covenants of the Lease and acknowledge and agree that the same are in full force and effect as therein written.

5. The Lessor and the Lessee agree that the Facility constitutes personal property and that the Lessor has the unlimited right, subject only to the provisions of the Lease, to remove the Facility from the Right of Way at any time and from time to time.

6. This Memorandum is executed by the Lessor and the Lessee for the purpose of evidencing of record the existence of the Lease and shall not alter, affect, amend or change any term, provision or covenant set forth in the Lease.

IN WITNESS WHEREOF, the Lessor and the Lessee have each caused this Lease to be duly executed and delivered and their corporate seals to be hereunto affixed by their respective officers hereunto duly authorized as of the day and year first above written.

WILMINGTON TRUST COMPANY,
not in its individual capacity
but solely as trustee under the
Trust Agreement referred to herein

By: _____
Title: ~~Vice President~~
SENIOR FINANCIAL SERVICES OFFICER

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WILLIAM J. WADE,
not in his individual capacity
but solely as trustee under the
Trust Agreement referred to herein

WILLIAMS TELECOMMUNICATIONS COMPANY

By: Harry S Dandelle
Title: Vice President

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STATE OF NEW YORK)
: ss:
COUNTY OF NEW YORK)

Before me personally appeared HARRY G. DANDELLES, personally known to me to be the person whose name is subscribed to the foregoing instrument as the designated officer of WILLIAMS TELECOMMUNICATIONS COMPANY, one of the corporations named in said instrument, and personally known to me to be such officer of said corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated, for and on behalf of and as the act and deed of said corporation.

IN WITNESS of which I have hereunto set my hand and official seal, this 25th day of April, 1987.

Notary Public

[NOTARIAL STAMP AND SEAL]

Notary Public, State of New York
No. 41-4[illegible]
Qualified in Queens County
Certificate filed in New York County
Commission expires January 31, 1990

Unofficial Copy

STATE OF NEW YORK)
: ss:
COUNTY OF NEW YORK)

Before me personally appeared ROBIN LYNCH, Zpersonally known to me to be the person whose name is subscribed to the foregoing instrument as the designated officer of WILMINGTON TRUST COMPANY, one of the corporations named in said instrument, and personally known to me to be such officer of said corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated, for and on behalf of and as the act and deed of said corporation.

IN WITNESS of which I have hereunto set my hand and official seal, this 20th day of April, 1987.

Notary Public

[NOTARIAL STAMP AND SEAL]

[illegible] CONNELLY
Notary Public, State of New York
No. 41-4510317
Qualified in Queens County
Certificate filed in New York County
Commission expires January 31, 1990

Unofficial Copy

STATE OF NEW YORK)
:
COUNTY OF NEW YORK)

Before me personally appeared WILLIAM J. WADE, personally known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated, for and on his own behalf and as his act and deed.

IN WITNESS of which I have hereunto set my hand and official seal, this 25TH day of April, 1987.

Janice M. Donnelly
Notary Public

[NOTARIAL STAMP AND SEAL]

JANICE M. DONNELLY
Notary Public, State of New York
No. 41-4850317
Qualified in Queens County
Certificate Filed in New York County
Commission Expires January 31, 1988

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ANNEX A
TO LEASE

DESCRIPTION OF MICROWAVE FACILITY

"Facility" shall mean, except as expressly hereinafter noted, the entire digital microwave telecommunications system comprising approximately 841 route miles starting at a point in Evanston, Wyoming and ending in Portland, Oregon, and running through the States of Wyoming, Utah, Idaho, Oregon and Washington. The Facility is comprised of 33 microwave station sites. The Facility begins inside a concrete block building located in the NE 1/4 of Section 32, T15N, R120W, Uinta County, Wyoming, at the DSX cross connect panel interconnecting the microwave system with an existing fiber optic system and ends inside leased premises in the ODS Plaza Building, 315 S. W. Fifth Avenue, Portland, Oregon. The Facility is installed at 33 station sites and includes the following: (i) the towers, antennas, fencing and equipment enclosures (except space in ODS Plaza Building in Portland, Oregon and in the Forest Service Building located in the NW/4 Sec. 23, T11S, R40E, Baker County, Oregon) and the concrete foundations to which such structures are attached, (ii) all waveguide transmission lines, (iii) electrical power facilities, including electrical distribution panels, lighting, wiring and other related apparatus attached to or within the Facility (excluding any meters owned by other Persons), (iv) heating, ventilating and air conditioning equipment, (v) the microwave radio equipment (manufactured by NEC) and the equipment enclosures containing the Electronics together with the concrete foundations to which the structures are attached, (vi) auxiliary generators, batteries, battery-charging equipment, telephone equipment and other similar related equipment used on the Closing Date by Lessee on the sites, and (vii) any other property, the title to which vests in Lessor pursuant to the terms of the Lease, except any auxiliary generators, batteries, battery-charging equipment, telephone equipment and other related equipment located in and the concrete building located in the NEM Sec. 32, T15N, R120W, Uinta County, Wyoming and except those two site built buildings located at the Mt. Fanny site in the NE/4 Sec. 7, T8S, R41S, Union County, Oregon, and at the Chinks Peak site in Sec. 4, T7S, R33E, Bannock County, Idaho.

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ANNEX B

DESCRIPTION OF THE RIGHT OF WAY

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ASSIGNMENT LIST
SKAMANIA COUNTY, STATE OF WASHINGTON

Site Name	Grantor	Document Type	Document Date	Recording
THREE CORNER ROCK	Longview Fibre Company	Easement (Buried UG Power Cable)	July 28, 1986	Bk 102, Pg 777

The East Half of the Southeast Quarter (E/2 SE/4) of Section 33, Township 3 North, Range 6 East, and the West Half of the West Half (W/2 W/2) of Section 3, Township 2 North, Range 6 East of Willamette Meridian, Skamania County, Washington.

	Cavenham Forest Industries, Inc.	Easement	June 30, 1986	Bk 102, Pg 481

The East Half (E/2) of Section 4, Township 2 North, Range 6 East of Willamette Meridian, Skamania County, Washington.

LITTLE BALDY	Broughton Lumber Company	Underground Cable Easement	August 20, 1986	Bk 103, Pg 334

Northwest Quarter (NW/4) of Section 1, Township 3 North, Range 9 East; North Half of the Southwest Quarter (N/2 SW/4); Southeast Quarter of the Northwest Quarter (SE/4 NW/4) of Section 36; and the Southeast Quarter (SE/4) of Section 25, all Township 4 North, Range 9 East, Skamania County, Washington.

Site Name	Grantor	Legal	Document Type	Document Date	Recordin
Three Corner Rock	State of Washington (DNR)	That portion of the East Half (E/2) of Section 22, Township 3 North, Range 6 East, W.M., Skamania County, State of Washington	Easement	5-28-86	Indexed in State records
Little Baldy	State of Washington (DNR)	That portion of the West Half (W/2) of Section 25, Township 4 North, Range 9 East, W.M., Skamania County, State of Washington	Easement	5-28-86	Indexed in State records

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