CTIC
35
288089
bsl

Nashville/Sullivan's Ridge
Site #120

BOOK 11142 PAGE 815

This instrument prepared by
And when recorded return by mail to:

HOLLAND & KNIGHT LLP
2100 Pennsylvania Avenue, N.W.
Suite 400
Washington, D.C. 20037

Attn: Lawrence J. Wolk, Esq.

TENNESSEE
LIMITED WARRANTY DEED

For and in consideration of the sum of Ten dollars and no/100 ($10.00), cash hand paid by the Grantee and other good and valuable considerations accepted as cash, the receipt and sufficiency of which is hereby acknowledged,

MOBILECOMM OF TENNESSEE, INC., a Tennessee corporation, the Grantor herein, has this day bargained and sold, and does hereby transfer and convey unto the said **PINNACLE TOWERS INC.**, a Delaware corporation, the Grantee herein, its successors and assigns, certain real estate located in Davidson County, described on Schedule A attached hereto, incorporated herein and made a part hereof, being the same premises conveyed to the Grantor by deed dated February 10, 1977, from Milton Bracey and wife, Jane P. Bracey, and recorded on February 10, 1977, in Deed Book 5114, Page 175, in the Register's Office for Davidson County, Tennessee.

This Deed is exempt from documentary conveyance/transfer tax under United States Bankruptcy Code Section 1146(c), and this Deed is given pursuant to the

04961 86
IDENTIF. & REFERENCE

98 OCT -5 PM 2:19
FILED & RECORDED
DAVIDSON COUNTY, TN.

authorization to transfer as set forth in the Order dated August 10, 1998, filed in the United States Bankruptcy Court for the District of Delaware for which a certified copy of such Order is attached hereto as Schedule B and incorporated herein.

State of New York)
) ss.:
County of New York)

The actual consideration or value whichever is greater, for this transfer is $1,042,944.79.

Subscribed and sworn to before me this the 3rd day of September 1998

GRANT GARDNER
Notary Public, State of New York
No. 31-4956896
Qualified in New York County
Commission Expires October 2, 1999

Affiant
Print name: JOSEPH BONDI

Notary Public
Print name: GRANT GARDNER

My commission expires: OCT 2, 1999
(Affix seal)

This is unimproved ( ) property, known as 1 Fire Tower Road,
improved (x) Nashville, TN

TO HAVE AND TO HOLD said real estate, with the appurtenance, estate, title and interest thereto belonging, to the Grantee, its successors and assigns forever; the Grantor covenants and binds itself, its successors and assigns, to warrant and forever defend the title to said real estate to said Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through or under the Grantor.

[Remainder of page intentionally left blank]

Witness my hand this 3rd day of September, 1998, the corporate party having caused its name to be signed hereto by its duly authorized officers on said day and date.

MOBILECOMM OF TENNESSEE, INC., a Tennessee corporation, successor by merger to MobileComm of Nashville, Inc., formerly known as Telpage of Nashville, Inc., successor by merger to Nashville Mobilphone Company, a/k/a Nashville Mobilphone Incorporated

By: _____
Print name: Joseph Bondi
Title: Chairman-Restructuring

BOOK 11142 PAGE 818

State of New York)
) ss.:
County of New York)

Before me, Grant Gardner, a Notary Public of the State and County aforesaid, personally appeared Joseph Bondi with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Chairman-Restructuring of Mobile Comm of Tennessee, Inc., the within named bargainor, a corporation, and that he as such Chairman-Restructuring being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Chairman-Restructuring.

Witness my hand and official seal, at New York, New York this 3rd day of September 1998.

Grant Gardner
Notary Public, State of New York

My commission expires: OCT 2, 1999

(Affix Notary's Seal)

GRANT GARDNER
Notary Public, State of New York
No. 31-4956896
Qualified in New York County
Commission Expires October 2, 1999

Address new owner as follows:

Pinnacle Towers, Inc.
Name

1549 Ringling Boulevard, 3rd Floor
Street Address or Route Number

Sarasota, FL 34236
City, State, Zip

Send Tax Bills To:

Pinnacle Towers, Inc.
Name

1549 Ringling Boulevard, 3rd Floor
Street Address or Route Number

Sarasota, FL 34236
City, State, Zip

Map parcel numbers

Map 113

Parcel 147

TPA3-568906

SCHEDULE A

Land in the ninth civil district of Davidson County, Tennessee, being part of the property described according to a survey by Tennessee Valley Engineers, dated April 16, 1969, more particularly described as follows:

Beginning at a point in the westerly margin of Fire Tower Road, said point being north 88° west 25 feet from the northeast corner of the property conveyed to Milton Bracey and wife, Jane P. Bracey by deed from Aaron Furlough and wife, Margaret L. Furlough, of record in Book 4328, page 77, Register's Office for said County; thence with the margin of said road south 14° 30' east 144.5 feet to a point; thence continuing with said margin south 22° 30' east 140 feet to a point; thence continuing with said margin south 21° east 140 feet to a point; thence continuing with said margin south 11° west 150 feet to a point; thence continuing with said margin south 30° west 125 feet to a point; thence continuing with said margin south 56° west 125 feet to a point; thence continuing with said margin south 58° west 50 feet, more or less, to a point, said point being the northeast corner of the property conveyed to A. D. Agee, Trustee by deed from Milton Bracey and wife, Jane P. Bracey, of record in Book 4366, page 17, Register's Office for said County; thence leaving said road with the northerly boundary line of the said A. D. Agee, Trustee property north 72° west 925 feet to a point; thence north 4° east 859 feet to a point; thence south 51° 45' east 100 feet to a point; thence south 64° east 100 feet to a point; thence south 77° east 100 feet to a point; thence south 85° east 100 feet to a point; thence south 88° east 261 feet to a point; thence south 16° west 365 feet to a point; thence south 88° east 455 feet to the point of Beginning, containing 20 acres, more or less.

Being the same property conveyed to Nashville Mobilphone Incorporated by deed from Milton Bracey and wife, Jane P. Bracey of record in Book 5114, page 175, and in Book 5430, page 863, Register's Office for Davidson County, Tennessee. Nashville Mobilphone Company Incorporated having merged into Telpage of Nashville, Inc. on June 2, 1980 by Articles of Merger and Plan of Reorganization of record in Book 5625, page 346, Register's Office of Davidson County, Tennessee. Telpage of Nashville, Inc. having changed its name to Mobilecomm of Nashville, Inc., by Articles of Amendment to the Charter of Telpage of Nashville, Inc., on May 31, 1990. Mobilecomm of Nashville, Inc. having merged into Mobilecomm of Tennessee, Inc. on December 31, 1992, by Articles of Merger.

Together with Grantor's right, title and interest in and to all improvements (including without limitation any and all communication towers) located on the real property described above.

MobileComm of Tennessee, Inc.
Sullivan's Ridge
Site #120

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

SCHEDULE B

ORIGINAL

BOOK 11142 PAGE 821

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
	)	
MobileMedia Communications, Inc., et al.,	)	Case No. 97-174 (PJW)
	)	
	)	Jointly Administered
	)	
Debtors.	)	

CERTIFIED: 8/14/98
AS A TRUE COPY:
ATTEST:
CAROLYN C. RANISZEWSKI, CLERK
U. S. BANKRUPTCY COURT
BY _____
Deputy Clerk

ORDER (I) AUTHORIZING AND APPROVING THE SALE BY THE DEBTORS OF CERTAIN ASSETS PURSUANT TO AN ASSET PURCHASE AGREEMENT WITH PINNACLE TOWERS INC., AND THE LEASEBACK OF SUCH ASSETS PURSUANT TO A MASTER LEASE WITH PINNACLE TOWERS INC., (II) AUTHORIZING THE DEBTORS TO PAY THE PROCEEDS OF SUCH SALE TO CERTAIN PRE-PETITION LENDERS WITH LIENS ON SUCH ASSETS, AND (III) GRANTING CERTAIN RELATED RELIEF

Upon the motion (the "Motion") of MobileMedia Corporation, MobileMedia Communications, Inc. ("Communications"), and subsidiaries of Communications, each a debtor-in-possession herein (collectively, the "Debtors"), dated July 14, 1998, for an order (the "Sale Order") under 11 U.S.C. §§ 105, 363 and 365 authorizing and approving the sale by the Debtors of certain assets (the "Assets") pursuant to the terms and conditions of a Purchase Agreement dated as of July 7, 1998 (the "Purchase Agreement")[1] with Pinnacle Towers Inc. ("Pinnacle"), authorizing and approving the leaseback of such assets pursuant to a Master Lease with Pinnacle, authorizing the Debtors to pay the proceeds of such sale to certain pre-petition lenders with liens on such assets, and granting certain related relief; and

---

[1] Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Purchase Agreement or the Motion.

1376

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

Upon this Court's order dated July 23, 1998 (the "Procedures Order"), scheduling a hearing with respect to the sale of the Assets (the "Hearing"), prescribing the form and manner of notice thereof, and approving bidding procedures related to the sale; and

Due notice of the Motion and the Hearing having been given to all parties entitled thereto under the Procedures Order, as evidenced by the affidavits of service previously filed with this Court; and

The Hearing having been held before this Court on August 10, 1998 to consider the sale of the Assets, the entry into the Master Lease, the assumption and assignment of the Ground Leases and the Revenue Leases, the assumption by the Debtors of the Existing Pinnacle Leases, the payment of the proceeds from the sale of the Assets to the Pre-Petition Lenders and the Debtors' request that the section 1146(c) of the Code apply to the sale of the Assets, at which time all parties in interest were afforded an opportunity to be heard on such matters; and

The court having heard testimony and received evidence in support of the relief requested in the Motion;

NOW, THEREFORE, based upon all of the evidence, including affidavits, proffered or adduced at the Hearing, memoranda and arguments of counsel in connection with the Hearing, and upon the entire record of the Hearing, and after due deliberation, and good cause appearing therefor;

IT IS HEREBY FOUND AND DETERMINED THAT[2]

---

[2] Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. See Bankruptcy Rule 7052.

A. This Court has jurisdiction to hear and determine the Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the "Standing Order of Referral of Cases to Bankruptcy Judges" by the District Court for the District of Delaware dated July 23, 1984.

B. Venue of this case in this district is proper pursuant to 28 U.S.C. § 1409(a).

C. Determination of the Motion is a core proceeding under 28 U.S.C. § 157(b)(2)(A) and (N). The statutory predicates for the relief requested herein are sections 105, 363 and 365 of the United States Bankruptcy Code, 11 U.S.C. §§ 101, et seq., as amended (the "Bankruptcy Code"), and Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") 2002, 6004 and 6006.

D. The Debtors have followed the procedures for notice of the Motion and the Hearing set forth in the Procedures Order.

E. Proper, timely, adequate and sufficient notice of the Motion and the Hearing has been provided in accordance with section 102(1) of the Code, and Bankruptcy Rules 2002, 6004 and 6006 and the Procedures Order, and no other or further notice of the Motion, the Hearing or of the entry of this Order is required.

F. A reasonable opportunity to object or be heard regarding the relief requested in the Motion has been afforded to all interested persons and entities, including (a) the United States Trustee for the District of Delaware, (b) counsel to the pre- and post-petition secured lenders to the Debtors, who have liens on the Assets, (c) counsel for the Official Committee of Unsecured Creditors, (d) counsel to Pinnacle, (e) all parties to the Ground Leases and Revenue Leases to be assumed and assigned to the Purchaser, (f) all parties who have previously expressed an interest in the Assets, (g) all governmental

taxing authorities who have, or as result of the sale of the Assets may have, claims, contingent or otherwise, against the Debtors, (h) any person or entity that has asserted or claimed any right, title or interest to the Assets and (i) all parties who have filed notices of appearance in this case.

G. Approval of the Purchase Agreement and consummation of the sale of the Assets at this time are in the best interests of the Debtors, their creditors and their estates. The Debtors have articulated good and sufficient business justification for the sale of the Assets pursuant to section 363(b) of the Code.

H. The Purchase Agreement represents the highest and best offer for the Assets, and the purchase price is fair and reasonable and constitutes reasonably equivalent value under the Code and applicable state law.

I. The Assets are property of the Debtors' estates within the meaning of section 541 of the Code.

J. The Debtors may sell the Assets free and clear of all liens, claims, interests and encumbrances, because, as required by section 363(f) of the Code, the parties that have a lien on the Assets have consented to the sale of the Assets pursuant to the Purchase Agreement.

K. The transfer of the Assets (a) is or will be a legal, valid and effective transfer of property of the Debtors' estates to the Purchaser, and (b) vests or will vest the Purchaser with all right, title and interest of the Debtors in and to the Assets free and clear of all interests, including all liens (except for Permitted Liens), under sections 363(f) and 105 of the Code.

L. The transfer of the Assets does not and will not subject the Purchaser to any liability for claims against the Debtors.

M. The Purchase Agreement was negotiated, proposed and entered into by the parties without collusion, in good faith, and from arm's-length bargaining positions. The Purchaser has acted in good faith within the meaning of section 363(m) of the Code and, as such, is entitled to the protections afforded thereby. Neither the Debtors nor the Purchaser has engaged in any conduct that would prevent the application of section 363(m) of the Code to these transactions.

N. Approval of the Master Lease is in the best interests of the Debtors, their creditors and their estates. The Debtors have articulated a good and sufficient business justification for the entry into the Master Lease pursuant to section 363(b).

O. The assumption and assignment of the Ground Leases and Revenue Leases, and the assumption of the Existing Pinnacle Leases, are in the best interest of the Debtors, their creditors and their estates, and represent a prudent exercise of the Debtors' business judgement.

P. The cure amounts set forth on Exhibit A attached hereto (the "Cure Amounts") are the sole amounts necessary to cure all defaults, if any, and to pay all actual or pecuniary losses that have resulted from such defaults under the Ground Leases and Revenue Leases. The Debtors have, since the Petition Date, made (and will, until the Closing Date, continue to make) all payments required to be made by the Debtors under the Ground Leases and the Revenue Leases. No amounts are owing to Pinnacle, and no defaults exist, under any Existing Pinnacle Lease.

Q. The Purchaser has provided adequate assurance of Purchaser's future performance under the Ground Leases and Revenue Leases within the meaning of sections 365(b)(1)(C) and (f)(2)(B) of the Code.

R. The Assets are subject to liens in favor of the Pre-Petition Lenders, which liens will, at the closing of the transactions contemplated by the Purchase Agreement, attach to the proceeds of the sale, and such lien on the proceeds will be satisfied by the payment to the Pre-Petition Lenders of the Net Cash Proceeds (as defined in the DIP Credit Agreement) realized from the sale of the Assets.

S. This Court has previously entered orders dated January 30, 1997, February 19, 1997, January 27, 1998 and July 28, 1998, that authorize, among other things, the use of the Pre-Petition Lenders' "cash collateral" (as such term is defined in section 363(a) of the Code), the granting of adequate protection in connection therewith, and the incurrence by the Debtors of post-petition financing (collectively, the "Post-Petition Financing Orders"). The Post-Petition Financing Orders also specifically authorize the payment to the Pre-Petition Lenders of any Net Cash Proceeds of the sale of the Pre-Petition Lenders' collateral. Payment of such Net Cash Proceeds to the Pre-Petition Lenders is in the best interests of the Debtors, their creditors and the estates.

T. The sale of the Assets will facilitate the Debtors' attempts to reorganize pursuant to chapter 11 of the Code.

U. All of the provisions of this Sale Order are nonseverable and mutually dependent.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion be, and it hereby is, granted.

2. All objections to the Motion or the relief requested therein that have not been withdrawn, waived or settled, and all reservations of rights included therein, are overruled on the merits.

3. The terms and conditions of the Purchase Agreement, and the execution and delivery by the Debtors thereof, are hereby approved, and the sale of the Assets pursuant to the Purchase Agreement is hereby authorized under section 363(b) of the Code.

4. By the issuance of this Sale Order, the Debtors are authorized and empowered to fully perform under, consummate and implement the Purchase Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Purchase Agreement, and to take all further actions as may reasonably be requested by the Purchaser for the purpose of assigning, transferring, granting, conveying and conferring to the Purchaser, or reducing to possession, any or all of the Assets, or as may be necessary or appropriate to the performance of the obligations as contemplated by the Purchase Agreement.

5. Pursuant to sections 105(a) and 363(f) of the Code, the Assets shall be transferred to the Purchaser upon the closing under the Purchase Agreement (the "Closing") and, except as specified in the Purchase Agreement, shall be free and clear of all liens with all existing liens released, terminated and discharged as to the Assets and to attach to the proceeds, with the same validity, force and effect that they now have as against the Assets.

6. The Purchaser is a purchaser in good faith of the Assets and is entitled to all of the protections afforded by section 363(m) of the Code. .

7. In the absence of a stay pending appeal, if the Purchaser elects to close under the Purchase Agreement at any time after entry of this Sale Order, then, with respect to the Purchase Agreement, the Purchaser shall be entitled to the protection of

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

section 363(m) of the Code if this Sale Order or any authorization contained herein is reversed or modified on appeal.

8. This Sale Order (a) is and shall be effective as determination that, on the Closing Date, all liens and claims existing as to the Assets prior to the Closing have been and hereby are unconditionally released, discharged and terminated, and that the conveyance described in decretal paragraph 5 hereof has been effected, and (b) is and shall be binding upon and govern the acts of all entities, including without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Assets.

9. Each and every federal, state and local governmental agency or department hereby is directed to accept for filing or recording the Sale Order and any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Purchase Agreement.

10. All entities who are presently, or on the Closing Date may be, in possession of some of the Assets are hereby directed to surrender possession of said Assets to the Purchaser on the Closing Date.

11. The terms and conditions of the Master Lease, and the execution and delivery by the Debtors thereof, are hereby approved.

12. By issuance of this Sale Order, the Debtors are authorized and empowered to fully perform under, consummate and implement the Master Lease, together with all additional instruments and documents that may reasonably be requested by Pinnacle for consummation of the lease transactions contemplated by the Master Lease, or as may be necessary or appropriate to the performance of the obligations as contemplated by the Master Lease.

13. The Debtors' obligations under the Master Lease, as and when accrued, shall constitute actual, necessary costs and expenses of preserving the Debtors' estates.

14. The Debtors are hereby authorized and directed in accordance with section 365 of the Code to assume and assign to the Purchaser each of the Ground Leases and Revenue Leases, in each case free and clear of all liens, together with such other documents or instruments as may be necessary to assign and transfer the Ground Leases and Revenue Leases to the Purchaser.

15. The Debtors are hereby authorized and empowered to pay all Cure Amounts under the Ground Leases and Revenue Leases, by paying or reserving for payment all such Cure Amounts from the proceeds of the sale of the Assets or other available cash.

16. The Ground Leases and Revenue Leases shall, upon assignment to the Purchaser, be deemed to be valid and binding and in full force and effect and enforceable in accordance with their terms, and pursuant to section 365(k) of the Code, the Debtors shall be relieved from any further liability with respect to the Ground Leases and Revenue Leases after such assignment.

17. If a default in a Ground Lease or Revenue Lease existing as of the date of the Hearing is not raised or asserted prior to the Hearing, the non-Debtor party to the Ground Lease or Revenue Lease is hereby barred and enjoined from asserting against the Debtors or the Purchaser any such default.

18. The Debtors are hereby authorized and directed in accordance with section 365 of the Code to assume the Existing Pinnacle Leases, without the necessity for the payment of any amount to Pinnacle.

19. The Debtors are hereby authorized and directed, in accordance with section 105 of the Code and the Post-Petition Financing Orders, to pay to the Pre-Petition Lenders the Net Cash Proceeds from the sale of the Assets.

20. The transfer of the Assets to the Purchaser, and the making, execution, delivery or recordation of any other instrument of transfer or assignment executed in connection with any of the transactions contemplated in connection with the Purchase Agreement is not subject to taxation under any state or local law imposing a stamp, transfer or other similar tax in accordance with section 1146(c) and section 105 of the Code.

21. This Court retains jurisdiction (i) to enforce and implement the terms and provisions of the Purchase Agreement and the Master Lease, all amendments thereto, any waivers and consents thereunder, and each of the agreements executed in connection therewith, (ii) to compel delivery of the Assets to the Purchaser, (iii) to resolve any disputes arising under or related to the Purchase Agreement or the Master Lease, except as otherwise provided therein, and (iv) to interpret, implement and enforce the provisions of this Sale Order.

22. Nothing contained in any plan of reorganization confirmed in this case or the order of confirmation confirming any plan of reorganization, nor any order dismissing the case or converting it to a chapter 7 liquidation, shall conflict with or derogate from the provisions of this Sale Order.

23. Any plan of reorganization for the Debtors shall provide that, on and as of the effective date of such plan of reorganization, the Debtors shall assign the Purchase Agreement and the Master Lease to the successor to the Debtors under such plan of reorganization, which assignment shall fully satisfy any obligations of the Debtors under such agreements.

24. The terms and provisions of the Purchase Agreement and the Master Lease, together with the terms and provisions of this Sale Order, shall be binding in all respects upon, and shall inure to the benefit of, the Debtors, their estates, and their creditors, the Purchaser, and their respective affiliates, successors and assigns, and any affected third parties including but not limited to all non-Debtor parties to the Ground Leases and Revenue Leases to be assigned to the Purchaser pursuant to the Purchase Agreement and persons asserting a claim against or interest in the Debtors' estate or any of the Assets to be sold to the Purchaser pursuant to the Purchase Agreement, notwithstanding any subsequent appointment of any trustee for the Debtors under any chapter of title 11 of the United States Code, as to which trustee such terms and provisions likewise shall be binding in all respects.

25. The failure specifically to include any particular provisions of the Purchase Agreement or the Master Lease in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of the court that the Purchase Agreement and the Master Lease be authorized and approved in their entirety.

26. The Purchase Agreement, the Master Lease and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto in accordance with the terms thereof without further order of the Court, provided that any such modification, amendment or supplement is not material.

27. In accordance with Bankruptcy Rule 7062, this Sale Order shall be effective and enforceable immediately upon entry.

Dated: Wilmington, Delaware
August 10, 1998

The Honorable Peter J. Walsh
United States Bankruptcy Judge

BOOK 11142 PAGE 833

EXHIBIT A

9598 10/05 0101 03CHECK 86.00

EXHIBIT A
LEASE CURE AMOUNTS

Claimant Name	Site Name/Lease Site	Cure Amount
Abbott, Joseph Rt. 1, Box 413 P.O. Box 413 Fulton, NY 13069 Timothy J. Pennell Amdursky, Pelky, Fennell & Wallen Attorneys At Law 26 East Oneida Street Oswego, NY 13126	Fulton New York	348.46
Albino Barca Trust 2325 Bonita Lateral Road Santa Maria, CA 93454	Harris Grade/Lompoc California	46.78
Boggs & Williams Inc. c/o Williams Enterprises P.O. Box 137 Terrell, NC 28682	Shelby North Carolina	~~1,700.00~~ Up to $3,400.00
Bureau of Land Management 1800 Marquess St. Attn: Vickie Aguilar Las Cruces, NM 88005	"C" Mountain New Mexico	154.50
City of Oak Ridge Municipal Bldg. P.O. Box 1 Oak Ridge, TN 37831	Oak Ridge Tennessee	244.14
Dorothy Centeno 1324 South Wallis Santa Maria, CA 93454	Harris Grade/Lompoc California	15.59
George, Mary 5245 Fisher Ferry Rd. Vicksburg, MS 39180	Vicksburg Mississippi	300.00

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING O
PRINTING IN THIS DOCUMENT
UNSATISFACTORY WHEN RECEIVE

Kenneth Mebane Ranches	Kelso Peak California	Up to 2,522.51
J. Arlen Ford & George T. Crowell Jr. 2373 Wilkesboro Blvd. Lenoir, NC 28645-9180	Green Mountain North Carolina	200.00
James E. Redfield P.O. Box 56 Saginaw, AL 35137	Double Mountain Alabama	250.00
Marks, Christine T. 6565 Worth "W" Street Suite 260 Pensacola, FL 32505	Long Leaf Florida	535.05
Nadine Simas 2435 Telephone Road Santa Maria, CA 93454	Harris Grade/Lompoc California	15.59
Peter Pedrozzi Executor The Estate of Alfred Pedr 838 River Rd Salinas, CA 93908	Mt. Toro California	500.00
Robert Barca Rt 4, Box 1056 Orcutt, CA 93455	Harris Grade/Lompoc California	15.59
Vallas, John P. 4012 Sierra Dr. Mobile, AL 36693	Chunchula Alabama	332.50
Vepco Park, Inc. 360 South Shore Drive Sarasota, FL 34234	Camden Delaware	~~609.79~~ Up to 933.48
Total Lease Cure Amounts*		~~$5,267.99~~ $7291.68

* Debtors' records reflect no cure amounts owing with respect to other leases to be assumed and assigned pursuant to the Motion.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR
PRINTING IN THIS DOCUMENT
UNSATISFACTORY WHEN RECEIVED