

TAB 10(b)

BASIC INFORMATION	
WCP Number: 849244	Site Number: 4PR0232C
Site Name: Paul Calenda T-Mobile	
Landlord: Paul A. Calenda	
Site Address: 472 Potters Ave, Providence, RI 02907	
Purchase Price: \$217,000.00	
Reversion Date: <u>June</u> , 2048	

**PURCHASE AND SALE OF LEASE AND
SUCCESSOR LEASE**

(Lease)

This Purchase and Sale of Lease and Successor Lease (this "Agreement") is made as of May 15th, 2008 by and between WIRELESS CAPITAL PARTNERS, LLC, a Delaware limited liability company ("WCP"), and the person identified as Landlord on the signature page hereof ("Landlord").

Landlord, as lessor, and T-Mobile USA, Inc., as successor in interest to Omnipoint Holdings, Inc., as lessee ("Tenant"), are parties to that certain lease, a copy of which is attached hereto as Exhibit A (the "Lease") with respect to the premises therein described (the "Premises"). For the purposes of this Agreement, the term "Premises" shall include Landlord's right, title and interest in and to any tower, equipment and other personal property located on the Premises. If there is more than one Tenant, Lease and/or Premises, then each covenant, representation and warranty made or given herein by Landlord with respect to "Tenant", the "Lease" or the "Premises" shall be and hereby is deemed made and given with respect to each of them, individually, and all of them, collectively.

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Purchase Price.

On the closing date (the "Effective Date"), WCP shall pay to Landlord, in consideration for the rights and interests granted by Landlord to WCP herein, a one-time lump-sum amount equal to the "Purchase Price" set forth in the box entitled "Basic Information" above. Landlord shall not be entitled to any other compensation, fees, commissions, reimbursements, contributions or other payments under this Agreement or otherwise in connection with the sale or assignment of rights under the Lease, the performance of Landlord's other obligations under this Agreement or under any other documents executed in connection herewith.

2. Assignment of Lease.

(a) Effective upon the Effective Date, Landlord shall and hereby does sell, assign, set over, convey and transfer to WCP all of Landlord's right, title and interest in and to the Lease for and with respect to the period commencing on the Effective Date and ending on the "Reversion Date" set forth in the box entitled "Basic Information" above. Without limiting the generality of the foregoing, WCP shall have the sole and exclusive right to (i) receive and collect all rent, income, charges, interest, penalties, fees and other revenue payable by or on behalf of Tenant to Landlord under the Lease, or otherwise with respect to the occupancy, use or enjoyment of the Premises, whether described as base rent, additional rent, holdover rent or otherwise (collectively, "Rent"), including without limitation any Monthly Rent Payment (as defined herein) payable with respect to the period prior to the Reversion Date (provided that payments in respect of real property taxes and assessments shall, to the extent payable to the lessor under the Lease, be paid by Tenant to Landlord); (ii) enforce all of the lessor's rights and remedies under the Lease and applicable law at such time, in such manner and in such order or combination as WCP deems appropriate in WCP's sole and absolute discretion; (iii) commence, defend and compromise any action or proceeding relating to Tenant's obligations under the Lease and to retain and direct counsel of its choosing in any such action or proceeding; (iv) file, pursue, defend and compromise any claim or adversary proceeding in any bankruptcy, insolvency or similar proceeding relating to Tenant's obligations under the Lease; (v) accept or decline a surrender or abandonment of the Premises by Tenant; (vi) continue the Lease in effect after Tenant's breach, or waive performance by Tenant of any covenant of the Lease; (vii) terminate, revoke or cancel the Lease for any reason permitted under the Lease or under applicable law; (viii) extend or renew the term of the Lease from time to time (but not beyond the Reversion Date), or decline to do so; (ix) collect and receive any holdover rent, (x) terminate any holdover tenancy; (xi) determine or re-determine the expiration date or termination date of the Lease; (xii) grant or withhold consent to any assignment or sublease by Tenant under the Lease; and (xiii) take any other action which the lessor is permitted to take under the Lease or under applicable law with respect to Tenant's obligations under the Lease or tenancy of the Premises. From and after the Effective Date, Landlord shall not, other than to the extent required herein or requested in writing by WCP, exercise or enjoy any of the rights or remedies of lessor under the Lease.

(b) Nothing contained herein, and no action or forbearance on the part of WCP, shall constitute or be construed as an assumption by WCP of any obligation or liability of Landlord under the Lease or in respect of the Premises, whether arising or accruing prior to, on or after

the Effective Date. Without limiting the generality of the foregoing, neither the collection of Rent by WCP, the enforcement of the lessor's rights and remedies under the Lease nor the taking of any action which the lessor is permitted to take under the Lease, or any combination of the foregoing, shall constitute or be construed as an assumption by WCP of any obligation or liability of Landlord under the Lease or in respect of the Premises. Landlord and WCP agree that Landlord shall retain possession and control of all security deposits and WCP shall have no obligation with respect to any such security deposit or other security. WCP shall not have any liability or obligation with respect to the care, management or repair of the Premises or any land adjacent thereto, or any improvements thereon, or for any injury or damage sustained by any Person (as defined below) in, on, under or about the Premises.

(c) During the term of this Agreement, the foregoing sale and assignment is a present, absolute, unconditional and irrevocable sale and assignment.

3. Landlord's Obligations With Respect to Leases.

Landlord shall continue to pay, perform and otherwise discharge all obligations and liabilities of the lessor under the Lease and in respect of the Premises, whether arising prior to, on or after the Effective Date. Without limiting the generality of the foregoing, Landlord shall (a) fully, faithfully and timely perform all covenants to be performed by the lessor under the Lease; (b) not suffer or allow any breach, default or event of default by the lessor to occur thereunder; (c) not take any action for the purpose, or with the effect, of inducing or causing Tenant to exercise, or not to exercise, a right to renew or extend the Lease; and (d) not perform or discharge any obligation or liability of lessor under the Lease, or fail to do so, in a manner that would (i) hinder, delay or otherwise adversely affect WCP's receipt and collection of Rent or the exercise by WCP of any of its other rights and remedies under the Lease; (ii) give rise to any offset or deduction by Tenant, or the withholding by Tenant of Rent for any cause or reason whatsoever, or the assertion of any such right by Tenant. By way of illustration and not limitation, Landlord shall not threaten or commence any action or proceeding against Tenant with respect to Tenant's obligations under the Lease or file or pursue any claim or adversary proceeding against Tenant in any bankruptcy, insolvency or similar proceeding with respect to Tenant's obligations under the Lease. Landlord shall not, without the prior written consent of WCP, (i) amend or modify the Lease in any respect, or (ii) exercise, or purport or threaten to exercise, any of the rights granted by Landlord to WCP hereunder.

4. Cooperation by Landlord.

From time to time hereafter, (i) Landlord shall promptly furnish to WCP such information (including documents and records in Landlord's possession, custody or control) regarding the Lease, the Premises and Tenant as WCP reasonably requests; (ii) Landlord shall provide access to the Premises (to the extent not prohibited by the Lease) for the purpose of WCP's inspection of the Premises and improvements thereon, and such other purposes as WCP reasonably deems appropriate. Landlord shall deliver to WCP a copy of any written communication that Landlord delivers to Tenant at the same time and in the same manner that such communication is delivered by Landlord to Tenant. Landlord shall promptly deliver to WCP a copy of any written communication that Landlord receives from Tenant or any other person relating to the Lease or the Premises. Landlord shall keep WCP reasonably informed of any other communications between Landlord and Tenant, and of any other notices or communications from any other entity, trust, association or individual (each, a "Person") that relates to the Lease or the Premises.

5. Notice to Tenant.

On or prior to the Effective Date, Landlord shall execute and furnish to WCP a notice (the "Tenant Notification Letter") in the form of Exhibit B attached hereto. Within three calendar days of the Effective Date, Landlord shall deliver an original or copy of the Tenant Notification Letter to Tenant. Landlord shall be responsible for taking such other action as is necessary or appropriate to give Tenant actual notice of the sale and assignment of the Lease, and to cause Tenant to commence payment and delivery of Rent directly to WCP. WCP may elect also to deliver an original or copy of the Tenant Notification Letter to Tenant at such time or times after the Effective Date that WCP deems appropriate. After the Effective Date, Landlord shall notify WCP by facsimile transmission within 5 calendar days of Landlord's receipt of any payment in respect of Rent, and Landlord shall forward such payment to WCP within 5 business days (a) by reputable overnight courier service which provides package tracking services (if such payment was received by Landlord by check or other negotiable instrument; provided Landlord shall endorse such negotiable instrument in favor of WCP prior to forwarding it to WCP) or (b) by wire transfer (if such payment was received by Landlord in any other form). If Landlord fails or refuses to forward any such payment to WCP within the time and in the manner provided herein, then, in addition to its other rights and remedies hereunder, WCP shall be entitled to receive a processing fee equal to 10% of such payment.

6. Impositions.

Landlord shall pay and perform in a timely manner all mortgages that are liens against the Premises. Landlord

shall pay or cause to be paid, prior to delinquency, all taxes, charges and other obligations ("Impositions") that are or could become liens against the Premises, whether existing as of the date hereof or hereafter created or imposed, and WCP shall have no obligation or liability therefor. Without limiting the generality of the foregoing, except to the extent taxes and assessments are the obligation of Tenant under the Lease, Landlord shall be solely responsible for payment of all taxes and assessments now or hereafter levied, assessed or imposed upon the Premises, or imposed in connection with the execution, delivery, performance or recordation of this Agreement, including without limitation any sales, income, documentary or other transfer taxes. WCP may from time to time as WCP deems appropriate file, record, serve and/or deliver a request for notice of default, deficiency or sale upon any Person to whom an Imposition is payable.

7. WCP's Remedies.

(a) If any Imposition, or any installment thereof, is not paid within the time hereinabove specified, and if such Imposition is or could become senior in right of payment or foreclosure to this Agreement, then WCP shall have the right, but not the obligation, from time to time and at any time, in addition to its other rights under this Agreement and applicable law, to pay and/or discharge such Imposition, together with any penalty and interest thereon, and Landlord shall reimburse WCP therefor immediately upon payment by WCP thereof. If WCP so elects by written notice to Landlord, then the amount reimbursable by Landlord to WCP shall constitute a lien upon Landlord's right, title and interest in the land upon which the Premises are located. WCP shall be subrogated to the rights of the Person to whom the Imposition was due, and such lien shall have such priority and benefit from such other rights and remedies, as were formerly available to such Person with respect to the Imposition.

(b) If WCP determines in its reasonable discretion that Landlord has failed, after reasonable notice and opportunity, to perform any covenant, obligation or duty which Landlord is bound to perform under the Lease, the Successor Lease or any other agreement or applicable law relating to the Lease, the Successor Lease (as defined below) or the Premises, then WCP shall have the right, but not the obligation, from time to time and at any time, to perform such covenant, obligation or duty, and Landlord shall, within 30 days of receipt of an invoice therefor, reimburse WCP for all costs and expenses incurred by WCP in connection therewith.

(c) In addition to its other rights and remedies under this Agreement and applicable law, WCP may enforce this Agreement by specific performance, injunction, appointment of a receiver and any other equitable rights and remedies available under applicable law, it being

acknowledged by Landlord that money damages may not be an adequate remedy for the harm caused to WCP by a breach or default by Landlord under this Agreement.

8. Successor Lease.

(a) Upon the expiration of the term of the Lease (including without limitation any expiration resulting from an election by Tenant not to exercise a right to renew or extend the Lease or the failure, whether inadvertent or otherwise, to exercise any such right) or upon the termination of the Lease for any reason (including without limitation any termination resulting from (x) a default or breach by Tenant, (y) a rejection or deemed rejection of the Lease in bankruptcy), Landlord shall and hereby does irrevocably lease (the "Successor Lease") the Premises to WCP, for a term commencing upon the expiration or termination of the Lease and ending upon the Reversion Date, upon terms and conditions which are identical to those in the Lease, provided however, that (i) WCP shall be named as tenant in the place and instead of Tenant; (ii) the term shall be as stated in the preceding clause; (iii) WCP shall have no obligation to pay Rent of any kind or nature to Landlord during, for or with respect to any period prior to the Reversion Date, it being understood that part of the Purchase Price is prepayment in full for the lease rights provided in this Section; (iv) such lease shall be freely assignable or subleasable by WCP, in whole or in part, on such terms and conditions as WCP deems appropriate, and WCP shall be entitled to the proceeds and rent therefrom which proceeds and rent shall be included in Rent; (v) WCP shall have no obligation to cure any defaults of Tenant under the Lease; (vi) WCP shall have a license for access and utility purposes upon the same terms as any such license then or previously benefiting Tenant; (vii) WCP shall have the right to vacate the Premises at any time or from time to time without terminating the Lease; and (viii) WCP shall have the right to surrender the Premises and terminate all of its obligations theretofore or thereafter arising under such a lease by executing and delivering and/or recording a quitclaim therefor at any time, which quitclaim shall be effective as of the date stated therein.

(b) Upon written request of WCP, WCP and Landlord shall promptly and in good faith, execute and deliver such a new agreement evidencing such lease. Prior to the execution and delivery of such a lease, this Agreement shall constitute good and sufficient evidence of the existence of such agreement, and WCP shall have the immediate right to the possession, use and enjoyment of the Premises following the expiration or termination of the Lease regardless whether such a lease is then being negotiated or has yet been executed or delivered. The rights granted to WCP in this Section are presently vested, irrevocable property interests.

9. Representations.

Landlord hereby represents and warrants to WCP, as of the date hereof, that:

(a) The Lease, this Agreement and all other documents executed by Landlord in connection therewith constitute the legal, valid and binding obligation of Landlord, enforceable against Landlord in accordance with their terms.

(b) The execution, delivery and performance by Landlord of the Lease, this Agreement and such other documents do not and will not violate or conflict with any provision of Landlord's organizational documents (if Landlord is an organization) or of any agreement to which Landlord is a party or by which Landlord or the Premises is bound and do not and will not violate or conflict with any law, rule, regulation, judgment, order or decree to which Landlord is subject.

(c) Any permits, licenses, consents, approvals and other authorizations which are necessary or appropriate in connection with Landlord's execution, delivery or performance of the Lease, this Agreement and such other documents have been obtained by Landlord and are and will remain in full force and effect.

(d) There is no pending or threatened action, suit or proceeding that, if determined against Landlord, would adversely affect Landlord's ability to enter into the Lease, this Agreement or such other documents or to perform its obligations hereunder or thereunder.

(e) A true, correct, and complete copy of the Lease (including all amendments, modifications, supplements, waivers, renewals and extensions thereof) and of each memorandum of lease, memorandum of commencement, non-disturbance agreement, estoppel certificate, assignment, sublease and other instrument or agreement executed by Landlord or Tenant in connection therewith or relating thereto, together with all amendments or supplements thereof (if any) is attached hereto as Exhibit A.

(f) Landlord owns 100% of the fee title to the Premises, subject to no lien, encumbrance or exception other than those, if any, disclosed in the preliminary title report referred to on Exhibit C. Landlord owns 100% of the lessor's right, title and interest in and to the Lease, subject to no lien, encumbrance or exception other than those, if any, disclosed on the preliminary title report referred to on Exhibit C. Except as disclosed on the preliminary title report referred to on Exhibit C, Landlord has not previously deeded, granted, assigned, mortgaged, pledged, hypothecated, alienated or otherwise transferred any of its right, title and interest in and to the Lease or the Premises to any other Person.

(g) Other than the Lease, there are no agreements, arrangements or understandings to which Landlord is a party or by which Landlord is bound, relating to the Lease or to the Premises.

(h) The name, address (including individual contact) and facsimile number for giving of notices by Landlord to Tenant under the Lease are accurately set forth on Exhibit C attached hereto. Without taking into consideration any right of Tenant to extend or renew the Lease, the Lease expires on the date (the "Expiration Date") set forth on said Exhibit C. Tenant has no right to extend or renew the Lease except as set forth on said Exhibit C.

(i) The sums (each, a "Monthly Rent Payment") payable by Tenant to Landlord from and after the date hereof under the Lease in respect of base rent are set forth on Exhibit C attached hereto, together with the date or dates upon which each such Monthly Rent Payment is payable. The Monthly Rent Payment is subject to adjustment or re-calculation only at the time and in the manner, if any, set forth on said Exhibit C. Tenant has no right of offset or deduction, and, except as set forth on said Exhibit C, no period of free or reduced rent, with respect to any Monthly Rent Payment due or payable after the date hereof. Except as set forth on said Exhibit C, Tenant has not paid, and Landlord has not collected, any Rent in respect of any period more than 30 calendar days calendar days from the date hereof, nor has Landlord received any security deposit, letter of credit, guaranty or other security for Tenant's obligation for payment of Rent.

(j) Landlord has not breached or defaulted upon Landlord's obligations under the Lease, and no fact or circumstance presently exists which, with the giving of notice or the lapse of an applicable cure period, or both, would constitute a breach or default by Landlord under the Lease. To the best of Landlord's knowledge, Tenant has not breached or defaulted upon Tenant's obligations under the Lease, and no fact or circumstance presently exists which, with the giving of notice or lapse of an applicable cure period, or both, would constitute a breach or default by Tenant under the Lease. At no time prior to the date hereof has Landlord delivered or received notice of a breach or default by either Landlord or Tenant under the Lease or notice of the existence of a fact or circumstance which, with the giving of notice or the lapse of an applicable cure period, or both, would constitute a breach or default by either Landlord or Tenant under the Lease. Tenant has not notified Landlord of any intention or desire to terminate the Lease or surrender or abandon the Premises. Without limiting the generality of the foregoing, Tenant has not notified Landlord of the existence of a fact or circumstance the continuance of which would cause Tenant (or would have a reasonable likelihood of causing

Tenant) to terminate the Lease or surrender or abandon the Premises, or to withhold payment of any Rent or fail to extend or renew the Lease.

(k) Tenant's use and enjoyment of the Premises does not depend upon any license or easement (other than licenses and easements that may be granted in the Lease) for access or utility purposes. If Tenant's use and enjoyment of the Premises depends upon any such license or agreement, then Landlord hereby assigns all of its right, title and interest in and to such license or agreement to WCP and such license or agreement shall, for the purposes of this Agreement, be deemed to be included in the term "Lease".

10. Memorandum.

On or prior to the Effective Date, Landlord shall deliver to WCP two originals of a Memorandum of Purchase and Sale of Lease and Successor Lease in the form of Exhibit D attached hereto (the "Memorandum"), duly executed by Landlord and otherwise in recordable form. WCP may record the Memorandum in the real property records of the jurisdictions in which the Premises are located, and in such other place or places as WCP deems appropriate. Notwithstanding the foregoing, WCP may elect to file in such place or places as WCP deems appropriate one or more financing and continuation statements under the Uniform Commercial Code naming Landlord as debtor and the Lease, the Rent and the proceeds thereof as collateral, and in the event that WCP's interest in such collateral is later determined to be an interest in personal property rather than in real property, then Landlord agrees that this Agreement shall constitute a pledge and security agreement with respect to such collateral and that WCP shall have a perfected security interest in such collateral.

11. Casualty and Eminent Domain.

Landlord shall promptly notify WCP of any casualty to the Premises or the exercise of any power of eminent domain, or threat thereof, relating to the Premises, or any portion thereof. WCP shall be entitled to receive any insurance proceeds or condemnation award attributable to the value of the lessor's interest under the Lease for the period commencing on the Effective Date and ending on the Reversion Date. Landlord shall not settle or compromise any insurance claim or condemnation award relating to the Premises except upon 30 days prior written notice to WCP.

12. Further Assurances.

The parties shall, from time to time, upon the written request of the other party, promptly execute and deliver such certificates, instruments and documents and take such other actions as may be appropriate to effectuate or

evidence the terms and conditions of this Agreement or to enforce all rights and remedies hereunder or under the Lease.

13. Notices.

Any notice required or permitted to be given hereunder shall be in writing and shall be served by personal delivery, by facsimile transmission or by Federal Express or another reputable overnight courier service, addressed to the party to be notified. If there is any dispute regarding the actual receipt of notice, the party giving such notice shall bear the burden of providing reasonably satisfactory evidence of such delivery or receipt. For the purposes of the foregoing, the addresses of the parties shall be as set forth below their names on the signature page hereof.

14. Entire Agreement.

This Agreement, and the instruments and agreements referred to herein, constitute the entire agreement between Landlord and WCP with respect to the subject matter hereof. Without limiting the generality of the foregoing, Landlord acknowledges that it has not received or relied upon any advice of WCP or its representatives regarding the tax effect or attributes of the transactions contemplated hereby.

15. Counterparts.

This Agreement may be executed in counterparts each of which, when taken together, shall constitute a single agreement.

16. Amendments, Etc.

This Agreement may be amended, modified or terminated only by a writing signed by the party against whom it is to be enforced. No act or course of dealing shall be deemed to constitute an amendment, modification or termination hereof.

17. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. The obligations of Landlord hereunder shall burden the land upon which the Premises are located, and shall run with such land. Notwithstanding the foregoing, Landlord may not assign or otherwise transfer, voluntarily or involuntarily, any of its rights under this Agreement to any person other than to a successor owner of all of Landlord's fee title in and to the Premises without WCP's written consent, which consent shall not be unreasonably withheld. WCP may from time to time sell, convey, assign, mortgage, pledge, encumber, hypothecate, securitize or otherwise transfer

some or all of WCP's right, title and interest in and to this Agreement, the Lease and/or the documents executed and delivered in connection herewith and therewith without notice to or consent of Landlord. Upon request by WCP, Landlord shall in writing acknowledge a proposed or completed transfer by WCP and confirm that Landlord's consent thereto is not required. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. The obligations of Landlord hereunder, shall burden the land upon which the Premises are located, and shall run with such land. Notwithstanding the foregoing, Landlord may not assign or otherwise transfer, voluntarily or involuntarily, any of its rights under this Agreement to any person other than to a successor owner of all of Landlord's fee title in and to the Premises without WCP's written consent, which consent shall not be unreasonably withheld. WCP may from time to time sell, convey, assign, mortgage, pledge, encumber, hypothecate, securitize or otherwise transfer some or all of WCP's right, title and interest in and to this Agreement, the Lease and/or the documents executed and delivered in connection herewith and therewith without notice to or consent of Landlord. Upon request by WCP, Landlord shall in writing acknowledge a proposed or completed transfer by WCP and confirm that Landlord's consent thereto is not required.

18. No Third Party Beneficiaries.

Nothing express or implied in this Agreement is intended to confer any rights or benefits on any Person other than Landlord and WCP, and their permitted successors and assigns.

19. Governing Law.

(A) TO THE MAXIMUM EXTENT PERMITTED BY THE LAW OF THE STATE IN WHICH THE PREMISES ARE LOCATED, THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF RHODE ISLAND, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS THEREOF. THIS AGREEMENT SHALL OTHERWISE BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

(B) EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING TO ENFORCE OR INTERPRET THIS AGREEMENT.

(C) EACH PARTY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE SUPERIOR COURT OF PROVIDENCE COUNTY AND FOR THE U.S. DISTRICT COURT -- RHODE ISLAND, AND

EACH PARTY WAIVES ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE IN SUCH COURT, WHETHER ON THE BASIS OF INCONVENIENT FORUM OR OTHERWISE.

20. Attorney's Fees.

In any action or proceeding brought to enforce or interpret this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney's fees and costs, and of its other expenses, costs and losses, including internal and administrative costs and losses associated with any breach of default. All damages or other sums payable by one party to another hereunder shall bear interest from the date incurred or payable until paid at a rate equal to the lesser of (a) 10% per annum or (b) the highest rate permitted by applicable law.

21. Severability.

If any provision of this Agreement is invalid, illegal or unenforceable in any respect, such provision shall only be ineffective to the extent of such invalidity, illegality or unenforceability, and the remaining provisions shall remain in full force and effect so long as the economic and legal substance of the transactions contemplated hereby, taken as a whole, are not affected thereby in a materially adverse manner with respect to either party.

22. Joint and Several Liability.

Each person or entity constituting Landlord shall be jointly and severally liable for all of the obligations of Landlord under this Agreement.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have caused this Agreement to be duly executed as of the date first written above.

LANDLORD: _____

Paul A. Calenda
Paul A. Calenda

Address: 472 Potters Ave
Providence, RI
02907

Attn: _____

Fax: _____

WCP: _____
WIRELESS CAPITAL PARTNERS, LLC, a
Delaware limited liability company

By: _____
Joni Lesage

Name: Joni Lesage

Title: Chief Financial Officer

Address: 11900 Olympic Blvd, Ste. 400
Los Angeles, California 90064

Attn: Operations Manager

Fax: (310) 481-8701

EXHIBIT A
TO PURCHASE AND SALE OF LEASE

LEASE

TOWER LEASE

THIS TOWER LEASE (this "Lease") is by and between Paul Calenda, an individual ("Landlord") and Omnipoint Holdings, Inc., a Delaware corporation ("Tenant").

1. Lease.

(a) Landlord hereby grants to Tenant a lease for a portion of the real property described in the attached Exhibit A (the "Property"), together with the right to use the tower located thereon ("Tower") on the terms and conditions set forth herein.

(b) During the Initial Term and any Renewal Term (as those terms are defined below) of this Lease, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises (as defined below) from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communication Commission ("FCC") ("Governmental Approvals"), including all land use and zoning permit applications, and Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, land-use permits. Landlord expressly grants to Tenant a right of access to the Property to perform any surveys, soil tests, and other engineering procedures or environmental investigations ("Tests") on the Property deemed necessary or appropriate by Tenant to evaluate the suitability of the Property for the uses contemplated under this Lease. During the Initial Term or any Renewal Term of this Lease, Landlord agrees that it will not interfere with Tenant's efforts to secure other licenses and permits or authorizations that relate to other property.

(c) Landlord hereby leases to Tenant the use of that portion of the Tower and Property, together with easements for access and utilities, generally described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises, located at 472 Potters Avenue, Providence, Rhode Island, comprises approximately 225 square feet. Tenant's location on the Tower shall be at fifty-five (55) feet above ground level.

2. Term. The initial term of this Lease shall be five (5) years commencing on the earlier of: January 1, 2006 or the date Tenant begins construction at the Property (the "Commencement Date"), and terminating at midnight on the last day of the initial term (the "Initial Term").

3. Permitted Use. The Premises may be used by Tenant for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, including, without limitation, antennas, microwave dishes, equipment shelters and/or cabinets and related activities.

4. Rent. Tenant shall pay Landlord, as rent, One Thousand Seven Hundred and no/100 dollars (\$1,700.00) per month ("Rent"). Rent shall be payable within twenty (20) days following the Commencement Date, prorated for the remainder of the month in which the Commencement Date falls, and thereafter Rent will be payable monthly in advance by the fifth day of each month to Landlord at the address specified in Section 12 below. If this Lease is terminated at a time other than on the last day of a month, Rent shall be prorated as of the date of termination for any reason (other than a default by Tenant) and all prepaid Rent shall be immediately refunded to Tenant. Rent will be increased on each annual anniversary of the Commencement Date to an amount equal to the amount of the monthly/annual installments of rent payable during the preceding year increased by 3%.

Within thirty (30) days after the Commencement Date hereunder, Tenant agrees to pay Landlord a security deposit in the amount of \$3,400.00 (the "Deposit"). The Deposit shall be held by Landlord in a

federally insured, interest-bearing account, and interest earned on the Deposit shall be paid to Tenant upon the expiration or earlier termination of this Lease (unless due to Tenant's default). Landlord may apply the Deposit to cure any default of Tenant. Within thirty (30) days after the expiration or earlier termination of the Lease, provided Tenant has performed all of its obligations under the Lease, the Deposit and any interest earned thereon shall be returned to Tenant.

5. Renewal. Tenant shall have the right to extend this Lease for five (5) additional and successive five-year terms (each a "Renewal Term") on the same terms and conditions as set forth herein. This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

6. Interference. Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord or lessees or licensees of Landlord with rights in the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including, without limitation, non-interference). Similarly, Landlord shall not use, nor shall Landlord permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

7. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, equipment shelters and/or cabinets and related cables and utility lines and a location based system, as such location based system may be required by any county, state or federal agency/department, including, without limitation, additional antenna(s), coaxial cable, base units and other associated equipment (collectively, the "Antenna Facilities"). Tenant shall have the right to alter, replace, expand, enhance and upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. Landlord acknowledges that it shall neither interfere with any aspects of construction, nor attempt to direct construction personnel as to the location of or method of installation of the Antenna Facilities and the Easements (as defined below). The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant shall have the right to remove the Antenna Facilities at any time during and upon the expiration or termination of this Lease.

(b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, without limitation, the construction of a fence.

(c) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, the Premises shall be returned to Landlord in good, usable condition, normal wear and tear and casualty excepted.

(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall,

wherever practicable, install separate meters for utilities used on the Property by Tenant. In the event separate meters are not installed, Tenant shall pay the periodic charges for all utilities attributable to Tenant's use at the rate charged by the servicing utility. Landlord shall diligently correct any variation, interruption or failure of utility service.

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant easements in, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, including, but not limited to, the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease and any Renewal Term (collectively, the "Easements"). The Easements provided hereunder shall have the same term as this Lease.

(f) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the Initial Term of this Lease and any Renewal Term, at no charge to Tenant.

(g) Landlord shall maintain and repair all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow vehicular and pedestrian access at all times, at its sole expense, except for any damage to such roadways caused by Tenant.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days' written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within such thirty (30) day period;

(b) immediately upon written notice by Tenant if Tenant notifies Landlord of any unacceptable results of any Tests prior to Tenant's installation of the Antenna Facilities on the Premises, or if Tenant does not obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or any Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;

(c) upon thirty (30) days' written notice by Tenant, at any time after the expiration of the Initial Term, if Tenant determines that the Property or the Antenna Facilities are inappropriate or unnecessary for Tenant's operations for economic or technological reasons; provided, that Tenant pays Landlord a termination fee equal to six (6) months of the then-current rent as liquidated damages;

(d) immediately upon written notice by Tenant if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or the Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction; or

(e) at the time title to the Property transfers to a condemning authority pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

9. Default and Right to Cure. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 12 hereof, to take effect immediately, if the other

party fails to perform any covenant or commits a material breach of this Lease and fails to diligently pursue a cure thereof to its completion after thirty (30) days' written notice specifying such failure of performance or default.

10. Taxes. Landlord shall pay when due all real property taxes for the Property, including the Premises. In the event that Landlord fails to pay any such real property taxes or other fees and assessments, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease. Notwithstanding the foregoing, Tenant shall pay any personal property tax, real property tax or any other tax or fee which is directly attributable to the presence or installation of Tenant's Antenna Facilities, only for so long as this Lease remains in effect. If Landlord receives notice of any personal property or real property tax assessment against Landlord, which may affect Tenant and is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment, whether in a Court, administrative proceeding, or other venue, on behalf of Landlord and/or Tenant. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 10. In the event real property taxes are assessed against Landlord or Tenant for the Premises or the Property, Tenant shall have the right, but not the obligation, to terminate this Lease without further liability after thirty (30) days' written notice to Landlord, provided Tenant pays any real property taxes assessed as provided herein.

11. Insurance and Subrogation and Indemnification.

(a) Tenant shall maintain Commercial General Liability Insurance in amounts of One Million and no/100 Dollars (\$1,000,000.00) per occurrence and Two Million and no/100 Dollars (\$2,000,000.00) aggregate. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance it may maintain.

(b) Tenant shall maintain "all risk" or "special causes of loss" property insurance on a replacement cost basis for its personal property.

(c) *INTENTIONALLY DELETED*

(d) Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party, or a breach of any obligation of the indemnifying party under this Lease. The indemnifying party's obligations under this section are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnifying the other party and the indemnified party's granting it the right to control the defense and settlement of the same.

(e) Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this Section 11 shall survive the expiration or termination of this Lease.

(f) Tenant shall not be responsible to Landlord, or any third-party, for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property.

12. Notices. All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses

set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant to:

Omnipoint Holdings, Inc.
4 Sylvan Way
Parsippany, NJ 07054
Attn: Property Management

With a copy to:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: PCS Lease Administrator
With a copy to: Attn: Legal Dept.

If to Landlord to:

Mr. Paul Calenda
472 Potters Avenue
Providence, RI 02905

With a copy to:

13. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease; (ii) it has good and unencumbered title to the Property and the Tower free and clear of any liens or mortgages, except those disclosed to Tenant and which will not interfere with Tenant's rights to or use of the Premises; and (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord. Landlord covenants that at all times during the term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

14. Environmental Laws. Landlord represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws; all spills or other releases of any Hazardous Substance not caused solely by Tenant, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Landlord agrees to defend, indemnify and hold Tenant harmless from Claims resulting from Actions on the Property not caused by Landlord or Tenant prior to and during the Initial Term and any Renewal Term. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.

15. Assignment and Subleasing. Tenant shall have the right to assign or otherwise transfer this Lease and the Easements (as defined above) to any person or business entity which: (i) is FCC licensed to operate a wireless communications business; (ii) is a parent, subsidiary or affiliate of Tenant or Tenant's parent; (iii) is merged or consolidated with Tenant; or (iv) acquires more than fifty percent (50%) of either an ownership interest in Tenant or the assets of Tenant in the "Metropolitan Trading Area" or "Basic Trading Area" (as those terms are defined by the FCC) in which the Property is located. Upon such assignment, Tenant shall be

relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may sublease the Premises, upon written notice to Landlord. Tenant may otherwise assign this Lease upon written approval of Landlord, which approval shall not be unreasonably delayed, withheld, conditioned or denied.

Additionally, Tenant may, upon notice to Landlord, grant a security interest in this Lease and the Antenna Facilities, and may collaterally assign this Lease and the Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns (collectively "Secured Parties"). In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Secured Parties.

16. Successors and Assigns. This Lease and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Secured Parties the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Secured Party's sole discretion and without Landlord's consent.

18. Miscellaneous.

(a) The prevailing party in any litigation arising hereunder shall be entitled to reimbursement from the other party of its reasonable attorneys' fees and court costs, including appeals, if any.

(b) This Lease constitutes the entire agreement and understanding of the parties, and supercedes all offers, negotiations and other agreements with respect to the subject matter and property covered by this Lease. Any amendments to this Lease must be in writing and executed by both parties.

(c) Landlord agrees to cooperate with Tenant in executing any documents necessary to protect Tenant's rights in or use of the Premises. A Memorandum of Lease in substantially the form attached hereto as Exhibit C may be recorded in place of this Lease by Tenant.

(d) In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant.

(e) Tenant may obtain title insurance on its interest in the Premises and Landlord agrees to execute such documents as the title company may require in connection therewith.

(f) This Lease shall be construed in accordance with the laws of the state in which the Property is located, without regard to the conflicts of law principles of such state.

(g) If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(h) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacities as indicated.

(i) This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(j) All Exhibits referred to herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibits A and B may be attached to this Lease and the Memorandum of Lease, in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A and/or B, as the case may be, may be replaced by Tenant with such final, more complete exhibit(s).

(k) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold the other party harmless from all claims by such broker or anyone claiming through such broker.

19. Tower Marking and Lighting Requirements. Landlord acknowledges that it, and not Tenant, shall be responsible for compliance with all Tower marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC. Landlord shall indemnify and hold Tenant harmless from any fines or other liabilities caused by Landlord's failure to comply with such requirements. Should Tenant be cited by either the FCC or FAA because the Tower is not in compliance and, should Landlord fail to cure the conditions of noncompliance within the time frame allowed by the citing agency, Tenant may either terminate this Lease immediately on notice to Landlord or proceed to cure the conditions of noncompliance at Landlord's expense, which amounts may be deducted from Rent otherwise payable under this Lease.

The effective date of this Lease is the date of execution by the last party to sign (the "Effective Date").

LANDLORD: PAUL CALENDA

By: Paul Calenda
Printed Name: Paul Calenda
Date: _____

TENANT: OMBIPONT HOLDINGS, INC.

By: [Signature]
Printed Name: Michael S. Fulton
Its: Director of Development
Date: 10/20/05



EXHIBIT A
Legal Description

The Property is legally described as follows:

EXHIBIT A
Legal Description

The Property is legally described as follows:

Site Name: Potter Ave. Smokestack
 Site Number: 4PR-0232-C

Page 1 of 1

The land with the buildings thereon situated in Providence, Providence County, State of Rhode Island known and being numbered: 472 Pottery Avenue.

PARCEL 1:

Being those five lots of land laid out and delineated as Lots Nos. 1 (one), 2 (two), 3 (three), 4 (four) and 22 (twenty-two) on that plat entitled, "Nielsen St. Estate in Elmwood, plotted by John Howe, 1872" and recorded in the Office of the Recorder of Deeds in said Providence in Plat Book 11 at Page 1 and (copy) on Plat Card 282. Said lots together form one tract, containing by estimation 28,665 feet of land.

PARCEL 2:

Being laid out and designated as Lot No. 28 (twenty-eight) on that plat entitled, "Plan of Joseph G. Johnson's Lot on Marney Farm by Cushing & Walling July 6, 1948", which plan is recorded with the Records of Land Evidence in said City of Providence in Plat Book 10 at Page 18 and (copy) on Plat Card 270.

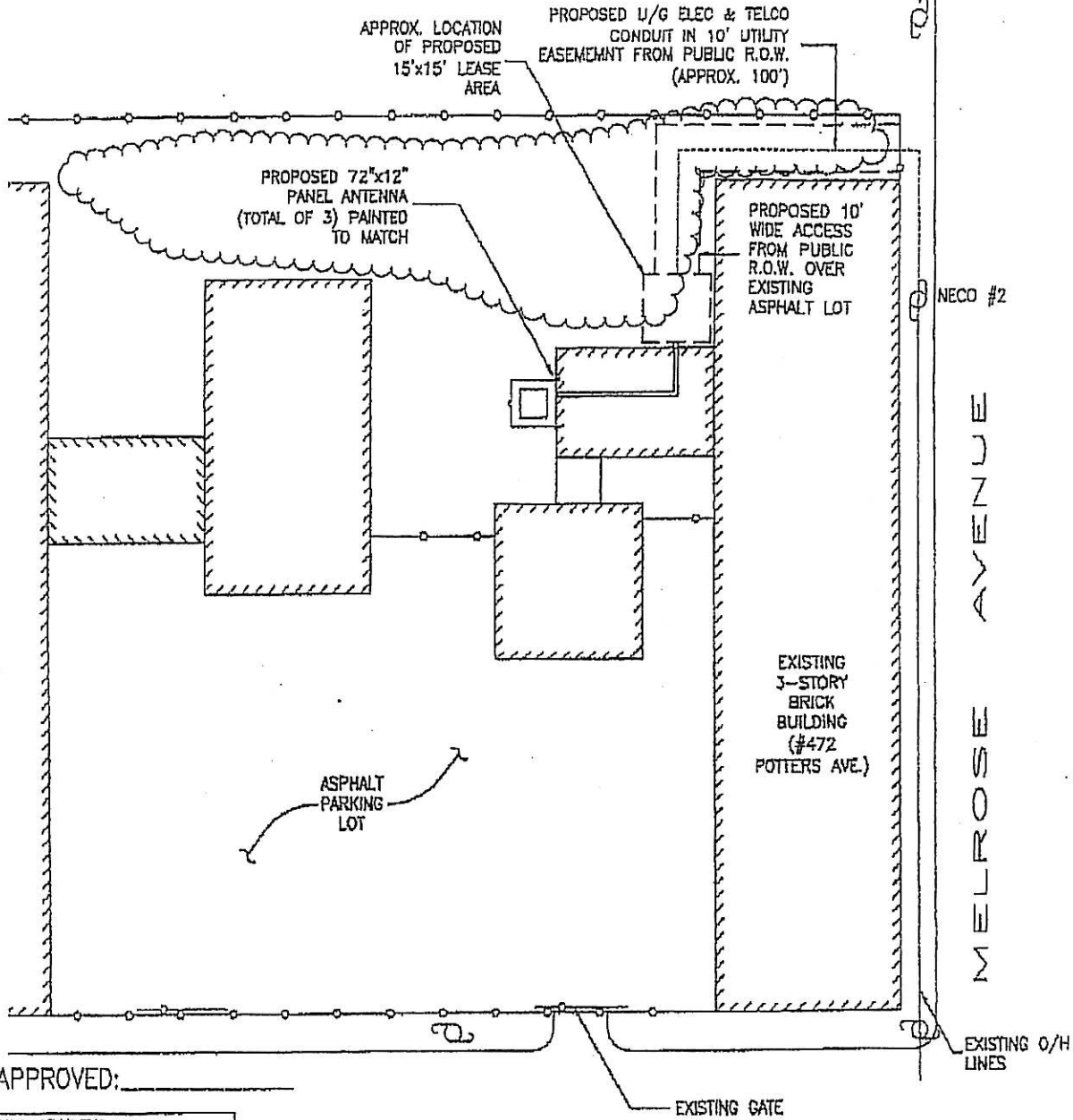
The premises are conveyed subject to and with the benefit of all rights, rights of way, easements, appurtenances, reservations, restrictions, and layouts and takings of record, insofar as they are in force and applicable.

Meaning and intending to mortgage the same premises by deed of DE DOM Realty Associates, Inc. to Paul A. Calenda, dated 12/03/1987 and filed with the Providence City Office - Land Evidence Records, Land Evidence Record Book 1712, Page 207; wherein a more detailed description of the premises is set forth.

PC. PC
 OHI MSF

EXHIBIT B

The location of the Premises within the Property (together with access and utilities)
is more particularly described and depicted as follows:



ANTENNA AZIMUTHS:

SECTOR A= 0

SECTOR B= 120

SECTOR C= 240

P.C. PC

OHI MSE

*LOCATIONS OF PROPOSED ELECTRIC AND TELEPHONE DEMARCATIONS TO BE DETERMINED.

SITE PLAN



REV. 3: 10/31/02

SITE NO: 4PR-0232-C
SITE NAME: POTTERS AVE. SMOKE STACK
ADDRESS: 472 POTTERS AVENUE
 PROVIDENCE, RI

- OMIPOINT HOLDINGS, INC.
50 VISION BOULEVARD
EAST PROVIDENCE, RI 02914
- OMIPOINT HOLDINGS, INC.
100 FALLEY STREET
BLOOMFIELD, CT 06002

SITE TYPE: SMOKE STACK

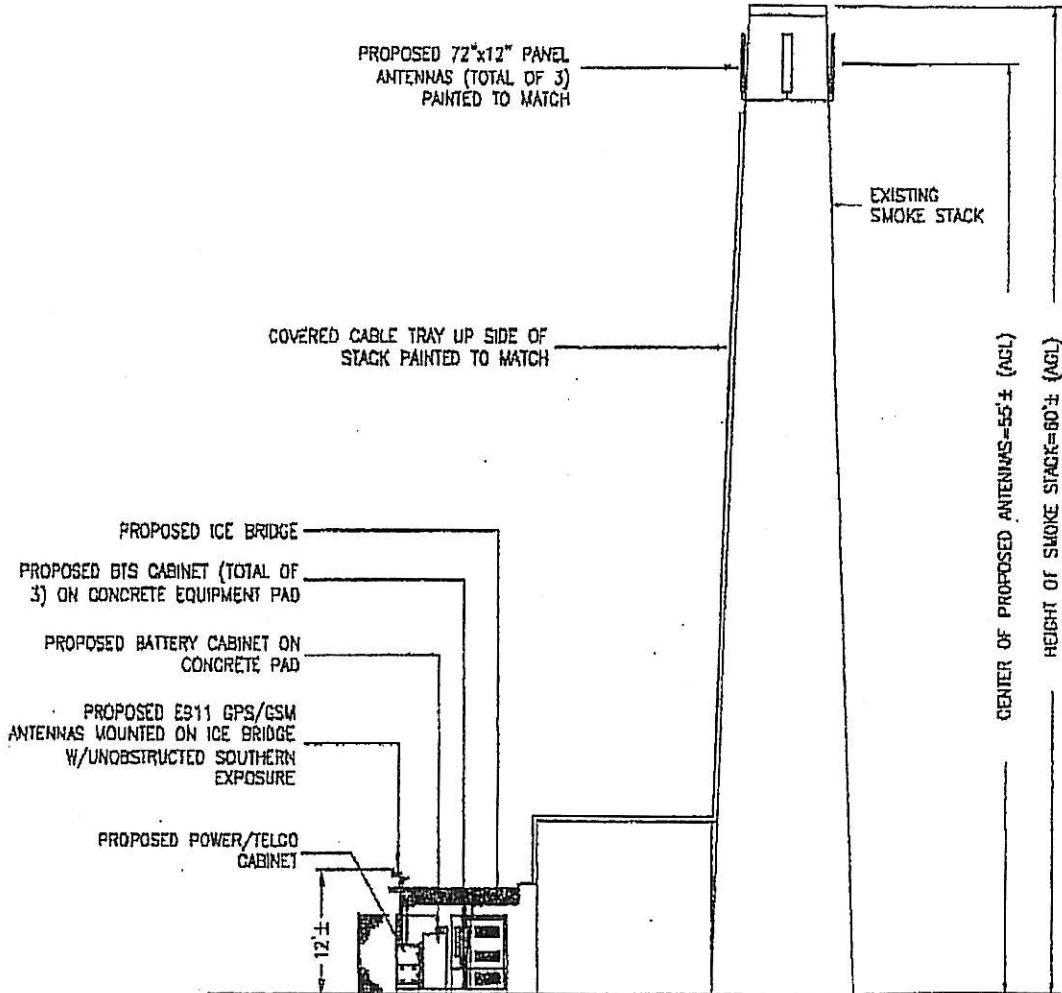
DRAWN BY: MRC

DATE: B/28/05

SCALE: NTS

OHI

NOTE:
 PER FCC MANDATE, ENHANCED EMERGENCY (E911) SERVICE IS REQUIRED TO MEET NATIONWIDE STANDARDS FOR WIRELESS COMMUNICATIONS SYSTEMS. OMNIPONT HOLDINGS, INC. IMPLEMENTATION REQUIRES DEPLOYMENT OF EQUIPMENT AND ANTENNAS GENERALLY DEPICTED ON THIS PLAN, ATTACHED TO OR MOUNTED IN CLOSE PROXIMITY TO THE BTS RADIO CABINETS. OMNIPONT HOLDINGS, INC. RESERVES THE RIGHT TO MAKE REASONABLE MODIFICATIONS TO E911 EQUIPMENT AND LOCATION AS TECHNOLOGY EVOLVES TO MEET REQUIRED SPECIFICATIONS.



RF APPROVED: *Kathleen L...* 9/01/05

ALL EQUIPMENT LOCATIONS ARE APPROXIMATE AND ARE SUBJECT TO APPROVAL BY OMNIPONT HOLDING, INC. STRUCTURAL & RF ENGINEERS. LOCATIONS OF POWER & TELEPHONE FACILITIES ARE SUBJECT TO APPROVAL BY UTILITY COMPANIES.

ELEVATION

PC. *PL*
 OHI MSF

REV. 4: 9/15/03

SITE NO: 4PR-0232-C SITE NAME: POTTERS AVE. SMOKE STACK ADDRESS: 472 POTTERS AVENUE PROVIDENCE, RI	<input checked="" type="checkbox"/> OMNIPONT HOLDINGS, INC. 60 VISION BOULEVARD EAST PROVIDENCE, RI 02914	SITE TYPE: SMOKE STACK	DATE: 8/28/05
	<input type="checkbox"/> OMNIPONT HOLDINGS, INC. 100 FILLEY STREET BLOOMFIELD, CT 06002	DRAWN BY: MRC	SCALE: NTS



EXHIBIT C

**Memorandum
of
Lease**

Memorandum of Lease

Assessor's Parcel Number: _____

A Tower Lease (the "Lease") by and between Paul Calenda, an individual ("Landlord") and Omnipoint Holdings, Inc., a Delaware corporation ("Tenant") was made regarding a portion of the following property:

See Attached Exhibit "A" incorporated herein for all purposes

The Lease is for a term of five (5) years and will commence on the date as set forth in the Lease (the "Commencement Date"). Tenant shall have the right to extend this Lease for five (5) additional and successive five-year terms..

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LANDLORD: PAUL CALEDA

By: Paul Calenda
Printed Name: Paul Calenda
Date: _____

TENANT: OMNIPONT HOLDINGS, INC.

By: [Signature]
Printed Name: Michael S. Fulton
Its: Director of Development
Date: 10/20/05



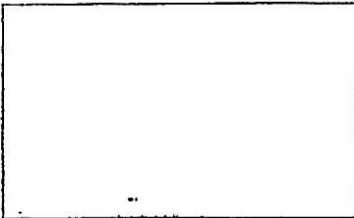
[Notary block for Landlord]

[Notary block for Individual]

STATE OF RHODE ISLAND)
COUNTY OF PROVIDENCE) ss.

This instrument was acknowledged before me on OCTOBER 12th, 2005
by Paul Calenda.

Dated: OCTOBER 12th 2005



Lorraine T. Sidelinger
Notary Public
Print Name LORRAINE T. SIDELINGER
My commission expires 10/11/05

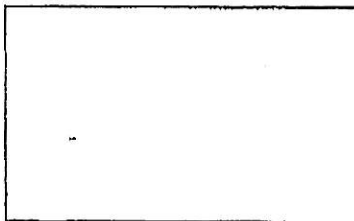
(Use this space for notary stamp/seal)

[Notary block for Tenant]

STATE OF RHODE ISLAND)
COUNTY OF PROVIDENCE) ss.

I certify that I know or have satisfactory evidence that Michael S. Fulton is the person who appeared before me, and said person acknowledged that ~~he~~she signed this instrument, on oath stated that ~~he~~she was authorized to execute the instrument and acknowledged it as the Director of Development of Omnipoint Holdings, Inc., a Delaware corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: October 20, 2005



Susan G. Buttrick
Notary Public
Print Name Susan G. Buttrick
My commission expires February 17, 2008

(Use this space for notary stamp/seal)

**Memorandum of Lease EXHIBIT A
Legal Description**

The Property is legally described as follows:

EXHIBIT A
Legal Description

The Property is legally described as follows:

Site Name: Potter Ave. Smokestack
Site Number: 4PR-0232-C

Page 1 of 1

The land with the buildings thereon situated in Providence, Providence County, State of Rhode Island known and being numbered: 472 Pottery Avenue

PARCEL 1:

Being those five lots of land laid out and delineated as Lots Nos. 1 (one), 2 (two), 3 (three), 4 (four) and 22 (twenty-two) on that plat entitled, "Melrose St. Estate in Elmwood, platted by John Howe, 1872" and recorded in the Office of the Recorder of Deeds in said Providence in Plat Book 11 at Page 1 and (copy) on Plat Card 282. Said lots together form one tract, containing by estimation 28,665 feet of land.

PARCEL 2:

Being laid out and designated as Lot No. 28 (twenty-eight) on that plat entitled, "Plat of Joseph C. Johnson's Lot on Mowsey Farm by Cushing & Walling July 6, 1912", which plat is recorded with the Records of Land Evidence in said City of Providence in Plat Book 10 at Page 18 and (copy) on Plat Card 270.

The premises are conveyed subject to and with the benefit of all rights, rights of way, easements, appurtenances, reservations, restrictions, and layouts and takings of record, insofar as they are in force and applicable.

Meaning and intending to mortgage the same premises by deed of IN DOM Realty Associates, Inc. to Paul A. Calenda, dated 12/04/1987 and filed with the Providence City Office - Land Evidence Records, Land Evidence Record Book 1712, Page 207; wherein a more detailed description of the premises is set forth.

PC. PC
OHI MSF

Exhibit B
TO PURCHASE AND SALE OF LEASE

TENANT NOTIFICATION LETTER

Tenant Name
Address
City, State Zip Code

RE: Notice of Assignment of Leased Telecommunications Site Property
located at _____
Lease dated as of _____, as amended (the "Lease")

Tenant Reference #: _____

Current Payee: _____

WCP Site Number: _____

Dear Tenant:

Effective as of _____, all rights of the undersigned and to the Lease were sold and assigned by the undersigned to Wireless Capital Partners, LLC ("WCP"). The undersigned will continue to own the premises, and has retained the obligations and liabilities of the landlord under the lease. Landlord shall retain possession and control of all security deposits and WCP shall have no obligation with respect to any such security deposit or other security.

After the date hereof, except for payments in respect of utility fees, real property taxes and assessments payable by you to the landlord under the Lease, any amounts payable by you to Landlord under the lease should be made payable to Wireless Capital Partners, LLC and should be delivered, subject to any further instructions you may hereafter receive, to:

Wireless Capital Partners, LLC
Dept #
Los Angeles, California 90084-
Reference: WCP # _____

Any future communications regarding the Lease should be made directly to WCP. If you have any questions about the foregoing, please phone WCP's Servicing Management Department at (310) 481-8700. For future reference, WCP's fax number is (310) 481-8701.

Best regards,

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT C
TO PURCHASE AND SALE OF LEASE

(NOTE TO LANDLORD: Landlord to complete and/or verify)

Tenant Name:	T-Mobile USA, Inc.
Tenant Address:	12920 SE 38th St, Bellevue, WA 98006
Tenant Telecopy/Facsimile:	
Expiration Date:	December 31, 2035, (including options to extend)
Tenant's Option or Renewal Rights:	Current term expires on December 31, 2010, with five (5) options to extend at five (5) years each, with a final expiration date of December 31, 2035
Current Monthly Rent Payment:	\$1,803.53
Adjustment or Recalculation of Monthly Rent Payment:	3% Annually
Security Deposit:	\$0.00
Preliminary Title Report:	Commitment No. 14622-08-00241, issued by North American Title Co.,

EXHIBIT D
TO PURCHASE AND SALE OF LEASE

PREPARED BY AND
WHEN RECORDED MAIL TO:

WIRELESS CAPITAL PARTNERS, LLC
11900 Olympic Blvd, Suite 400
Los Angeles, California 90064
Attn: Title Department

MEMORANDUM OF PURCHASE AND SALE OF LEASE
AND SUCCESSOR LEASE

This Memorandum of Purchase and Sale of Lease and Successor Lease (this "Memorandum") is made as of ____ between ____ ("Landlord"), and WIRELESS CAPITAL PARTNERS, LLC, a Delaware limited liability company ("WCP").

A. Landlord, as lessor, and _____, as lessee ("Tenant"), are parties to that certain lease dated as of _____, a memorandum of which was recorded on _____, as Instrument No. _____, as amended or supplemented by that certain _____ dated as of _____ (the "Lease"), with respect to the premises described on Schedule A attached hereto (the "Premises").

B. Landlord and WCP are parties to a Purchase and Sale of Lease and Successor Lease dated on or about the date hereof (the "Agreement"), pursuant to which Landlord has, among other things, sold and assigned to WCP its right, title and interest in and to the Lease. The parties hereto desire to execute this Memorandum to provide constructive notice of the existence of the Lease and the Agreement, and of WCP's rights under the Agreement including the easement granted therein.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto acknowledge and/or agree as follows:

Landlord has sold and assigned and hereby does sell and assign all of its right, title and interest in and to the Lease to WCP, on the terms and subject to the conditions set forth in the Agreement. The Lease expires by its terms on or about ____ [and contains __ option(s) to renew or extend the term for an additional period of __ years each]. Landlord has leased and hereby does lease the Premises to WCP, on the terms and subject to the conditions set forth in the Agreement. The successor lease is for a term commencing upon the expiration or

termination of the Lease and ending on _____. Landlord has retained all of Landlord's obligations and liabilities under the Lease.

The terms and conditions of the Lease and the Agreement are hereby incorporated herein by reference as if set forth herein in full. Copies of the Lease and the Agreement are maintained by WCP at the address of WCP above and are available to interested parties upon request. This Memorandum has been duly executed by the undersigned as of the date first written above.

LANDLORD:

By: Paul A. Calenda
Name: PAUL A. CALENDIA
Its: _____

WCP:

WIRELESS CAPITAL PARTNERS, LLC

By: _____
Name: _____
Its: _____

[NOTE: ALL SIGNATURES MUST BE PROPERLY NOTARIZED]

EXHIBIT A
LEGAL DESCRIPTION
AND
LEASE DESCRIPTION