



November 17, 2003

2800 28th Street, Suite 100
Santa Monica, CA 90405
Phone: 310-593-2840 / 866-432-2274
Fax: 310-593-2815

Linda Emmerson
City of Redlands
City Attorneys Office
35 Cajon Street
Suite 200
Redlands, Ca 92373

Re: Apn# 0300-451-08 None, Redlands, CA 92373

Dear Linda:

Enclosed are the following documents related to the Wireless Capital Partners, LLC ("WCP") Lease Acquisition Program:

Purchase and Sale of Easement and Lease and Successor Lease:

Please sign in the identified space. This document serves as an assignment of rent payments to WCP from the Landlord in exchange for the negotiated lump sum payment.

Memorandum of Purchase and Sale of Easement and Lease and Successor Lease:

Please sign in the identified space and notarize appropriately. This document summarizes the provisions of the Purchase and Sale of Easement and Lease and Successor Lease document and gets recorded in the county records where the property is located.

Tenant Notification Letter:

Please sign in the identified space and notarize appropriately. This letter alerts the Tenant to the change in payee for the duration of the assigned period.

Form W-9:

Please sign where indicated and complete the required information requested. This document is necessary for tax reporting purposes.

Banking Information:

Please complete your wire information for the bank account in which you would like the lump sum payment deposited.

Mike Reynolds completing

Please return the above executed documents to the undersigned in the enclosed, self-addressed UPS package. Once we are in receipt of the signed documents, all due diligence items and the Title Company is able to issue a Title Policy with only the approved exceptions, we shall send you a settlement statement that represents the lump sum payment for your review and approval. Upon your execution of the settlement Statement, we shall close your transaction and wire the purchase price amount. Shortly thereafter, you will receive a fully executed and dated copy of the documents for your files.

If you have any questions or comments related to the execution of the document or the completion of this transaction, please call me at (310) 593-2820. I look forward to closing this transaction with you.

Regards,


Don L. Ervin, Esq.
Legal Counsel
Wireless Capital Partners, LLC

Encls.

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

WIRELESS CAPITAL PARTNERS, LLC
2800 28th Street, Suite 100
Santa Monica, California 90405
Attn: Steven M. Wheelon
WCP# 47096

*Sent to Consultant
11-19-03*

MEMORANDUM OF PURCHASE AND SALE OF EASEMENT AND LEASE
AND SUCCESSOR LEASE

This Memorandum of Purchase and Sale of Easement and Lease and Successor Lease (this "Memorandum") is made as of November 18, 2003 between CITY OF REDLANDS, a California Municipal corporation ("Landlord"), and WIRELESS CAPITAL PARTNERS, LLC, a Delaware limited liability company ("WCP").

A. Landlord and WCP are parties to a Purchase and Sale of Easement and Lease and Successor Lease dated on or about the date hereof (the "Agreement"), pursuant to which Landlord has, among other things, sold and assigned its right, title and interest in and to the lease described on Exhibit A attached hereto (the "Lease") affecting the real property described on Exhibit A attached hereto to WCP (the "Premises").

B. 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 granted and hereby does grant an easement in the Premises to WCP, for the purpose of inspecting, installing, improving, enlarging, removing, maintaining, repairing and replacing of antennas and telecommunications equipment on the Premises. 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 12/19/2007 and contains three (3) options to renew of five (5) 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 November 30, 2010. 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:

CITY OF REDLANDS,
a California municipal corporation

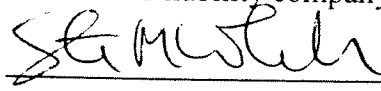
ATTEST:


Lorrie Poyzer, City Clerk

By: 
Name: Karl N. Haws
Its: Mayor

WCP:

WIRELESS CAPITAL PARTNERS, LLC,
a Delaware limited liability company

By: 
Name: Steven M. Wheelon
Its: Senior Vice President

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) SS
CITY OF REDLANDS)

By the authority granted under Chapter 4, Article 3, Section 1181, of the California Civil Code, and Chapter 2, Division 3, Section 40814, of the California Government Code, on November 18, 2003, before me, Beatrice Sanchez, Deputy City Clerk, on behalf of Lorrie Poyzer, City Clerk of the City of Redlands, California, personally appeared Karl N. Haws and Lorrie Poyzer { X } personally known to me - or - { } proved to me on the basis of satisfactory evidence to be the persons whose names) are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

LORRIE POYZER, CITY CLERK



By: Beatrice Sanchez
Beatrice Sanchez, Deputy City Clerk
(909)798-7531

~~~~~  
**CAPACITY CLAIMED BY SIGNER(S)**

- { } **Individual(s) signing for oneself/themselves**  
{ } **Corporate Officer(s)**  
Title(s) \_\_\_\_\_  
Company \_\_\_\_\_  
{ } **Partner(s)**  
Partnership \_\_\_\_\_  
{ } **Attorney-In-Fact**  
Principal(s) \_\_\_\_\_  
{ } **Trustee(s)**  
Trust \_\_\_\_\_  
{ x } **Other**  
Title(s): Mayor and City Clerk  
Entity Represented: City of Redlands, a municipal corporation

~~~~~  
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:
Title or Type of Document: Memorandum of Purchase and Sale of Easement and Lease and Successor Lease
Date of Document: November 18, 2003
Signer(s) Other Than Named Above: Steven M. Wheelon, Sr. VP, Wireless Capital Partners

SCHEDULE A

LEASE DESCRIPTION
AND
LEGAL DESCRIPTION

That certain LEASE AGREEMENT dated November 19, 2002, by and between City of Redlands, a California municipal corporation, whose address is 35 Cajon Street, Suite 15 A, Redlands, CA 92399 ("Landlord") and Pacific Bell Wireless, LLC, a Nevada limited liability company d/b/a Cingular Wireless ("Tenant"), whose address is c/o Cingular Wireless, Mail Code GAN02, Attn: Network Real Estate Administration, 6100 Atlantic Blvd., Norcross, GA 30071, for the property located at APN # 0300-451-08, Redlands, CA 92373.

The Legal Description follows on the next page:

EXHIBIT A
to
PCS SITE AGREEMENT

DESCRIPTION OF OWNER'S PROPERTY &
DESCRIPTION OF PROPERTY LEASED TO COX

Site Name: Helen Street Water Tank

Site I.D. No.: SB-35-XC-081(B)

Description of Owner's Property:

The real property situated in the County of San Bernardino, State of California, and more particularly described as:

That portion of Lot 13 in Section 7, Township 2 South, Range 2 West, San Bernardino Meridian, in the County of San Bernardino, State of California, according to the official plat thereof, described as follows:

Beginning at a point on the West line of said Section 7, being South 1° 09' East 1,880.00 feet from the Northwest corner of said Section 7;
thence from this point of beginning along said West line of said Section 7, South 1° 09' East 225.5 feet;
thence North 88° 51' East 200.00 feet;
thence North 1° 09' West 100.00 feet;
thence North 12° 29' West 128.00 feet;
thence South 88° 51' West 174.85 feet to the Point of Beginning.

Together with that portion conveyed to the City of Redlands by deed recorded December 28, 1953 in Book 3301, page 119, Official Records.

Description of Property Leased to Cox:

That portion of Lot 13 in Section 7, Township 2 South, Range 2 West, San Bernardino Meridian, in the County of San Bernardino, State of California, according to the official plat thereof, described as follows:

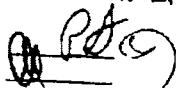
The South 23.00 feet of the North 38.75 feet, together with the East 29.00 feet of the West 149.00 feet of said Lot 13 as shown on the "not a part" portion of sheet 2 of 3 Parcel Map No. 5422 filed in Book 133, Pages 98-100 of parcel maps in the office of the County Recorder of said County.

Description of Access Easement Leased to Cox:

A 20 foot strip of land in Lot 13 in Section 7, Township 2 South, Range 2 West, San Bernardino Meridian, in the County of San Bernardino, State of California, according to the official plat thereof, the centerline of said strip described as follows:

Beginning at a point on the northerly line of the "Not a Part" portion of sheet 2 of 3 Parcel Map No. 5422 filed in book 133, pages 98-100 of Parcel Maps in the office of the County Recorder of said County, said point being 15.85 feet from the Northeast corner of said portion; thence perpendicular to said line S00°47'45"E, 33.75 feet the point of termination.

Owner Initials
Cox Initials



ALL-PURPOSE ACKNOWLEDGMENT

State of California

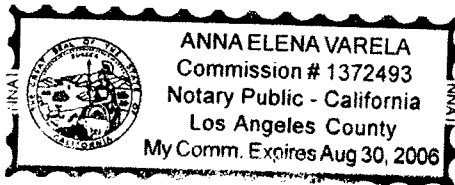
County of Los Angeles

} ss.

On November 17, 2003 before me, Anna Elena Varela Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Steven M. Wheeler
Name(s) of Signer(s)

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence



to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Anna Elena Varela
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could not prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

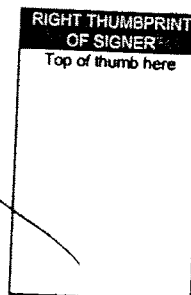
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer - Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____



TENANT NOTIFICATION LETTER

Pacific Bell Wireless, LLC
c/o Cingular Wireless
Mail Code GAN02
Attn: Network Real Estate Administration
6100 Atlantic Blvd.
Norcross, GA 30071

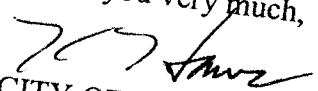
Re: Leased Telecommunications Site Property: Site Name: Cingular / Sunset
Reservoir Helen Court, located at APN# 0300-451-08, Redlands, CA 92373,
Lease dated as of November 19, 2002, as amended (the "Lease"), WCP #47096

Effective as of Nov. 18, 2003, all rights of the undersigned in 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.

After the date hereof, except for payments in respect of real property taxes and
assessments, any amounts payable by you to Landlord under the Lease should be made payable
to "Wireless Capital Partners, LLC", subject to any further instructions you may hereafter
receive from WCP, and should be delivered to WCP at Dept. #2732, Los Angeles, California
90084-2732. Payments in respect of real property taxes and assessments should, to the extent
payable by you to the landlord under the Lease, be paid by you to the undersigned.

Any future communications regarding the Lease should be made as directed by WCP. If
you have any questions about the foregoing, please contact Tony Jukes at WCP, whose phone
number is (310) 593-2840 and fax number is (310) 593-2815.

Thank you very much,


CITY OF REDLANDS,
a California municipal corporation

Name: Karl N. Haws
Title: Mayor

ATTEST:


Lorrie Poyzer, City Clerk

2000/01/01
2000/01/01

EXHIBIT A
TO PURCHASE AND SALE OF LEASE

LEASE

WCP 47096

WIRELESS SERVICE FACILITY
LAND LEASE AGREEMENT

This Land Lease Agreement (the "Lease"), is made and entered into on November 19, 2002 by and between the City of Redlands, a municipal corporation ("Landlord") and Pacific Bell Wireless, LLC, a Nevada limited liability company, d/b/a Cingular Wireless ("Tenant"), collectively the "Parties."

Landlord, for and in consideration of the rent to be paid by Tenant and for the covenants and provisions to be kept and performed by Tenant under this Lease, hereby leases to Tenant for Tenant's sole use, and Tenant agrees to lease from Landlord approximately seven hundred twenty-one (721) square feet of property located at Sunset Reservoir, Helen Court, Redlands, California 92373 and more particularly described in the attached legal description Exhibit A (the "Property") and plan of development of the area to be leased as set forth in Exhibit B (the "Site"). The proposed Site is to be used for an antenna support structure and communication equipment for a personal communications wireless services facility ("WSF"), using stealth treatment, as required pursuant to the Redlands Municipal Code.

Section 1. Intent of Parties. It is the intent of the Parties that Tenant will develop on Landlord's Property a WSF on the Site, as defined herein, by using stealth treatment, as required pursuant to the Redlands Municipal Code. In order to develop the Site, Tenant will have to apply for and obtain from the City, a Conditional Use Permit ("CUP"), pursuant to the Redlands Municipal Code, Chapter 18.178, "Wireless Service Facilities." As part of this application and as an integral part of the Lease, Tenant shall submit for approval to Landlord's Municipal Utilities Department, site plans, structural design, building plans, utility services and other designs, specifications and plans prepared by a civil engineer licensed with the State of California. Thereafter Tenant shall apply for and obtain a Building Permit so as to construct the Wireless Service Facilities.

Section 2. Term.

A. Pre-CUP.

Commencing upon the full execution and delivery of this Lease, Tenant hereby agrees to Lease from Landlord the Site for the nominal rent of \$100.00 per month payable on 1st of each month pending the application for, and the approval of, a CUP as required herein and all other approvals necessary for any governmental agency so that Tenant can construct and develop the WSF on the Site. After the approval of the CUP and all other approvals necessary from any governmental agency, the terms of the Lease will convert to Section 2(B) herein, "Post-CUP."

- (I) If, the Tenant does not receive approval for a CUP, or if Tenant fails to make application for the CUP within 6 months of the date of this Lease, this Lease will immediately terminate with no other liability or responsibility by either Landlord or Tenant as to each other.

B. Post-CUP.

The term of the Lease described in Section 2(A) above, shall terminate upon the date of approval of a CUP to Tenant for development of the Site. The new term of this Lease shall be as is now set forth herein. The "Commencement Date" for purposes of the term of the "Post-CUP" Lease shall be the date of approval of the CUP from Landlord to Tenant and shall be for a period of five (5) years from that date, at which time rental payments will be due at an annual rate of \$25,000 to be paid in total on the Commencement Date, and on the anniversary of Commencement Date thereafter, to the City of Redlands or to such other person, firm or place as the Landlord may, from time to time designate by written notice delivered to Tenant. This Lease shall automatically be extended for three (3) additional five (5) year terms unless either party terminates it at the end of the then current term by giving written notice of the intent to terminate at least six (6) months prior to the end of the then current term or unless terminated as otherwise provided herein in this Lease. Rent will increase every five (5) years on the anniversary of the "Commencement Date" by fifteen percent (15%).

Section 3. Use of Premises. During the term of this Lease, the Site shall be used solely by Tenant, subject to the conditions set forth in Conditional Use Permit ("CUP") No. 774, attached hereto and incorporated herein by reference as Exhibit "C" (or to be attached upon the procurement of the CUP) for the sole purpose of installing, removing, replacing, maintaining, modifying and operating at its sole expense the WSF including, without limitation, related antennas, equipment, cable, wiring, fixtures, backup power sources (including generator and fuel storage tank) and, if applicable, an antenna structure. Landlord hereby grants Tenant a License, attached as Exhibit, "D" for ingress to and egress from the Property and access to the Site, twenty-four (24) hours a day, seven (7) days a week, located on the Property as described on Exhibit "A" and shown on Exhibit "B," and Tenant shall have access to the Site upon giving City at least four (4) hours prior notice of its request to enter the Site. Tenant will contact the City's Municipal Utilities Department - standby dispatch office for access. Landlord also hereby grants to Tenant the right to survey the Property and the Site, and said survey if done, shall then become Exhibit "E" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "B." Cost for such work shall be borne by the Tenant. Tenant shall use the Site in a manner which shall not unreasonably disturb the occupancy of Landlord's pre-existing use of the property, or the pre-existing use of Landlord's other tenants.

Section 4. As is Condition. Except as expressly stated otherwise herein, Tenant is leasing the Site in an "AS IS" condition and Landlord does not represent that the Site is suitable for Tenant's intended use. Tenant is responsible to undertake such due diligence as it deems necessary to determine the condition and suitability of the site. Tenant shall have the right (but not the obligation), during business hours, following the full execution of this Lease, and with the permission and consent of Landlord, to enter the Site for the purpose of making necessary inspections, engineering surveys (and soil tests where applicable), and other reasonably necessary tests, to determine the suitability of the Site for the WSF and for the purpose of preparing for the construction of the WSF. Tenant will notify Landlord of any proposed testing or pre-construction work and will obtain Landlord's written consent for such testing and pre-construction work and will coordinate the scheduling of same with Landlord prior to conducting such testing or pre-construction work.

Section 5. Title and Quiet Possession. Landlord represents and agrees (a) that it is the owner of the Site; (b) that it has the right to enter into this Lease; (c) that the person signing this Lease has the authority to sign it; (d) that Tenant is entitled to access to use of the Site as provided herein throughout the term of this Lease. Notwithstanding the foregoing, in the event of any situation that poses an immediate threat of substantial harm to persons and/or property which requires entry onto the Site by Landlord, Landlord may enter the Site and take such actions that are required to protect individuals or personal property from such substantial harm or damage; provided that promptly after such entry into the Site and no longer than forty-eight (48) hours, Landlord shall give telephonic and written notice to Tenant of Landlord's entry onto the Site. Landlord covenants that Tenant, on paying the rent and performing the covenants shall peaceably and quietly have, hold and enjoy the Site.

Section 6. Assignment/Subletting. The Lease may be sold and assigned or transferred by the Tenant with prior written approval and consent of the landlord, subject to the conditions of the CUP, which may terminate upon transfer of the Lease, to (i) the Tenant's principal, partner, affiliates, members, subsidiaries of its principal; (ii) to any entity which acquires all or substantially all of Tenant's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or (iii) to any entity which acquires or receives an interest in the majority of communication towers of the Tenant in the market defined by the Federal Communications Commission in which the Property is located. Except as otherwise provided in this Section 6, Tenant shall not assign or transfer this Lease or sublet all or any portion of the Site without the prior written consent of Landlord which consent shall not be unreasonably withheld, conditioned or delayed. In the event Tenant attempts any assignment or transfer requiring Landlord's consent without the Landlord's prior written consent, such action shall be null and void, and this Lease shall immediately be subject to termination at the option of the Landlord.

Section 7. Notices. All notices shall be made in writing and are effective three days after deposit in the United States mail, certified and postage prepaid, or the next business day when sent by overnight delivery service. Mailed notices shall be addressed as set forth below, but each party may change its address by written notice in accordance with this Section.

Tenant

c/o Cingular Wireless
Mail Code GAN02
Attn: Network Real Estate Administration
6100 Atlantic Blvd.
Norcross, GA 30071

With a copy concurrently to:

Cingular Wireless
Attn: Legal Department
2521 Michelle Drive, 2nd Floor
Tustin, CA 92780

Landlord

City of Redlands
Municipal Utilities Department
Attn: Director of Municipal Utilities
P.O. Box 3005
Redlands CA 92373

Section 8. Improvements. Tenant may, at its sole expense, make any improvements on the Site as permitted pursuant to CUP No. 774, attached hereto as Exhibit "C."

Section 9. Compliance with Laws. Tenant shall comply with all applicable laws relating to Tenant's operation of the WSF and the improvements constructed by Tenant constructed pursuant to CUP No. 774 at the Site.

Section 10. Interference. Tenant shall resolve technical interference problems with other equipment located at the Property at the time of its entry onto the Site or with any equipment that Tenant attaches to the Site at any future date, if Tenant desires to add additional equipment to the Site. Landlord will not use nor permit the installation of any future equipment that results in technical interference problems with Tenant's then existing equipment, subject to the terms set forth herein in Section 10. Landlord shall have the right to have installed equipment by any other provider that Landlord allows on the Sunset Reservoir site, Helen Court, Redlands, California, (the "Property"), except that this new provider's use cannot interfere with Tenant's operation at the Site and is in compliance with all rules and regulations of the Federal Communication Commission. Tenant shall allow installation of the equipment for the use by the Landlord, or its agencies or department ("New Equipment") and Tenant shall have the obligation to resolve any interference resulting therefrom. However, before installation of any New Equipment at the Property, Landlord will give Tenant not less than thirty (30) days prior written notice, which notice shall include the technical specifications of the New Equipment proposed to be installed and its proposed location. Thereafter, Landlord will use its best efforts to locate the New Equipment on the Property in a manner so that no interference shall result between the operation of Tenant's equipment and the proposed New Equipment. If, despite all these efforts, interference cannot be avoided, then Landlord may terminate this Lease by giving Tenant one hundred eighty (180) days written notice of termination or Tenant may terminate this Lease by giving Landlord sixty (60) days written notice of termination. Rent will continue until Tenant vacates the Site, and will be pro-rated.

Section 11. Utilities. Landlord grants Tenant the right to obtain electrical and telephone service for the operation of its WSF and shall have the right to install, operate and maintain such utilities subject to the terms and conditions of the CUP in the location designated in Exhibit "B" and pursuant to CUP Exhibit "C." Tenant shall pay for all utilities used by it at the Site. Landlord will cooperate, to the extent allowed by law, with Tenant's efforts to obtain utilities from any location provided by Landlord or the serving utility including signing any license agreement or other instrument reasonably required by the utility company and that is acceptable to Landlord, and provided Landlord incurs no cost or expense therefore.

Section 12. Termination.

- A. Tenant may terminate this Lease at any time by sixty (60) days prior notice to Landlord without further liability if: (i) Tenant does not obtain all permits, consents, licenses, non-disturbance agreements or other approvals (collectively, "approvals") reasonably desired by Tenant or required from any governmental authority or any third party related to or reasonably necessary to operate the WSF

system, or if any such approvals are canceled, expire or are withdrawn or terminated, or (ii) if Landlord fails to have ownership of the Site or authority to enter into this Lease; or (iii) if Tenant, for any other reason, in its sole discretion, determines that it will be unable to use the Site. Upon termination pursuant to (i) or (ii), all prepaid rent shall be prorated through the termination date of this Lease and returned promptly to Tenant. If, after the commencement of tenancy under this Lease, Tenant terminates this Lease pursuant to Section (iii) above, Tenant will pay Landlord a termination fee equal to six (6) months of the then-current annual rent.

- B. If Tenant violates any term of the CUP or defaults on this Lease or if Landlord, in its sole and reasonable discretion, makes a good faith determination that the use of the Site by Tenant is impairing or hindering Landlord's principal use of the property so that continued use by Tenant is determined not to be in the Landlord's best interest, and after written notice and a reasonable time not to exceed thirty (3) days to cure said impairment or hindrance, and such is not cured, then at the sole discretion of Landlord, Landlord determines that Tenant is unable to cure said impairment or hindrance, Landlord may, without further liability, immediately terminate this Lease by written notice to Tenant. Upon termination, all prepaid rent, as prorated by use, shall be returned to Tenant. Tenant shall be allowed to remove all of its personal property, including its equipment, cabling and antennas, and return the Site to its pre-Lease condition. Notwithstanding the foregoing and prior to exercising any termination right, Landlord and Tenant shall meet and confer in good faith and use all reasonable endeavors to develop and implement solutions which may allow Tenant's use to continue upon the Site or elsewhere upon the Property.
- C. Tenant, upon termination of the Lease, shall, within ninety (90) days, remove its buildings(s), antenna structure(s) (except footings), fixtures and all personal property and otherwise return the Site to its original condition as of the Commencement Date, reasonable wear and tear and casualty excepted. Landlord agrees and acknowledges that all of the equipment, fixtures and personal property of the Tenant shall remain the personal property of the Tenant and the Tenant shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law, provided Tenant returns the Site to its original condition.

Section 13. Default. If either party is in default under this Lease for a period of: (a) fifteen (15) days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money; or (b) thirty (30) days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Lease. If the non-monetary default may not reasonably be cured within a thirty (3) day period, this Lease may not be terminated or pursue any remedies available to it under applicable law, if the defaulting party commences action to cure the default within such thirty day period and proceeds with due diligence to fully cure the default, and cures no later than ninety (90) days from notice of default.

Section 14. Indemnity. Landlord and Tenant each shall indemnify, defend and hold each other harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the ownership, use and/or occupancy of the Site by the indemnifying party. This indemnity does not apply to the extent any claims arising from the sole negligence or intentional misconduct of the indemnified party. The obligations under this section shall survive the expiration or termination of this Lease.

Section 15. Hazardous Substances. Landlord represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on or under the Property or Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Tenant shall not introduce or use any such substance on the Site in violation of any applicable law. Landlord and Tenant shall hold each other harmless and indemnify the other from and assume all duties, responsibility and liability at each others sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such compliance results from conditions caused solely by the Tenant; and/or b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by the Tenant, then Tenant shall hold harmless, indemnify and defend Landlord for all costs and expenses, including attorneys' fees for said sole negligence of Tenant.

Section 16. Taxes. Tenant shall be responsible for all real and personal property taxes assessed directly upon the Site that arise directly from its use of the WSF on the Site.

Section 17. Insurance. Tenant shall procure and maintain commercial general liability insurance, with limits of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to Landlord prior to Tenant's occupancy of the Site. Landlord shall be named as an additional insured under the insurance policies required of Tenant, and such insurance shall be primary with respect to Landlord and non-contributing to any insurance or self-insurance maintained by Landlord. Such policy shall provide that cancellation will not occur without at least thirty (30) days prior written notice to Landlord. Insurance requirements shall be reviewed by Landlord and adjusted by Landlord, in Landlord's sole and reasonable discretion, on every five-year anniversary date of this Lease. Tenant shall provide any new certificates of insurance with new limits of liability coverage to Landlord within Fourteen (14) days of receipt of written notice by Landlord to Tenant to adjust said insurance requirements.

Section 18. Maintenance. Tenant shall be responsible for repairing and maintaining the WSF and any other improvements installed by Tenant at the Site in a proper operating and safe condition; provided, however, if any such repair or maintenance is required due to act s of

Landlord, its agents or employees, Landlord shall reimburse Tenant for the reasonable costs incurred by Tenant to return the damaged areas to the condition which existed immediately prior thereto. Landlord will maintain and repair all other portions of the Property of which the Site is a part in a proper operating and reasonably safe condition.

Section 19. Possessory Interest. In accordance with California Revenue and Tax Code section 107.6, Landlord hereby notifies Tenant that the interest created by this Lease may be subject to property taxation and Tenant may be subject to the payment of a property/possessory interest tax levied on such interest. Tenant shall be solely responsible for the payment of such taxes and shall defend, indemnify and hold Landlord harmless from and against any and all claims or actions for payment (or nonpayment) of such taxes.

Section 20. Miscellaneous.

- A. This Lease applies to and binds the successors, and assigns of the parties to this Lease;
- B. This Lease is governed by the laws of the State of California;
- C. This Lease (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties, and any amendments to this Lease must be in writing and executed by both parties;
- D. If any provision of this Lease is invalid or unenforceable with respect to any party, the remainder of this Lease or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Lease will be valid and enforceable to the fullest extent permitted by law; and
- E. The prevailing party in any action or proceeding in court to enforce or interpret the terms or conditions of this Lease is entitled to receive its reasonable attorneys' fees and other reasonable costs and expenses from the non-prevailing party.

Section 21. Recordation. In entering into this Lease, Tenant and Landlord acknowledge and agree that, among other things, it is the express intention of the parties that any and all other persons and/or potential successors in interest and assigns of Tenant have actual and constructive notice of Tenant's obligations under, and the benefits and burdens of, this Lease. Therefore, the Parties agree to execute a Memorandum of WSF Site Agreement (Exhibit "F"), which shall be recorded by Tenant in the official records of the County of San Bernardino. Said Memorandum shall be recorded prior to commencement of construction. The cost of the recording of this Memorandum shall be paid for by Tenant.

Section 22. Subordination and Non-Disturbance. At Landlord's option, this Lease shall be subordinate to any mortgage or other security interest by Landlord which from time to time may encumber all or part of the Property or right-of-way; provided, however, every such mortgage or other security interest shall recognize the validity of this Lease in the event of a foreclosure of Landlord's interest and also Tenant's right to remain in occupancy of and have access to the Site as long as Tenant is not in default of this Lease. Tenant shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest, the Landlord immediately after

this Lease is executed, will obtain and furnish to Tenant, a non-disturbance agreement for each such mortgage or other security interest in recordable form. In the event the Landlord defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, Tenant, may, at its sole option and without obligation, cure or correct Landlord's default and upon doing so, Tenant shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and the Tenant shall be entitled to deduct and setoff against all rents that may otherwise become due under this Lease the sums paid by Tenant to cure or correct such defaults.

Section 23. Destruction of Site. If the Site or Property is destroyed or damaged so to hinder its effective use of the Property by Tenant, Landlord shall endeavor to make available to Tenant a temporary site on the Property which is equally suitable for Tenant's use as permitted under this CUP. Tenant may construct, operate, and maintain substitute WSF thereon until the WSF is fully restored and operational on the Site. Rent shall abate in full during any time that Tenant is unable to operate the WSF on the Property. Alternatively, either party may elect to terminate this Lease as of the date of the damage or destruction without liability to either party may elect to terminate this Lease as of the date of the damage or destruction without liability to either party by so notifying the other party by no less than thirty (3) days written notice following the date of damage or destruction.

Section 24. Further Consideration. In further consideration of Landlord's execution of this Lease, Tenant shall construct by use of a CUP and in accordance with the provisions of the Redlands Municipal Code Chapter 18.178, Wireless Service Facilities, stealth treatment of the Wireless Service Facility and Cell Tower located at El Carmelo Retreat, 926 E. Highland Avenue, Redlands, California, within eight (8) months of when Tenant obtains ownership of the cell tower and/or permission from the current owner and /or Lease holder to stealth treat this cell tower site. Tenant shall notify City in writing when ownership of the cell tower site and/or permission to stealth treat the cell tower site is obtained from the current owner and/or Lease holder of said same cell tower site. If Tenant fails to comply with this provision, Landlord may exercise any and all legal remedies provided for in this Lease for Tenant's default of this Lease, including specific performance, to enforce compliance with this provision.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their seals
the day and year first above written.

LANDLORD
CITY OF REDLANDS
A municipal corporation

TENANT
PACIFIC BELL WIRELESS, LLC,
a Nevada limited liability company,
d/b/a CINGULAR WIRELESS

By: GSM Facilities, LLC,
Its sole member
By: Cingular Wireless LLC
its agent

By: _____
Mayor

By: _____
Charles Vranek

Title: Vice President,
Special Projects/Real Estate

Date: _____

Date: _____

ATTEST:

City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

The Property of which the Site are a part is described as follows:

Sunset Reservoir Helen Court
Redlands CA 92373
APN: 0300-451-08

All that real property located in the State of California, County of San Bernardino, described as follows:

EXHIBIT "B"

DESCRIPTION OF THE SITE

The Site consists of those specific areas described/shown below where Tenant's communications antennas, equipment, and cables occupy the Property. The Site and the associated utility connections and access, including license, ingress, egress, dimensions, and locations as described/shown below, are approximate only, and may be adjusted or changed by Tenant at the time of construction to reasonably accommodate sound engineering criteria and the physical features of the Property.

A parcel of land approximately six hundred twenty-five (625) square feet, and any required airspace, together with a non-exclusive license and right of way in and over the Property to provide physical access by personnel and equipment from the nearest public right of way, and utilities from the nearest service, to or from the Site; and, a temporary construction easement, as reasonably necessary, to permit the construction and installation of Tenant's Facilities on the Site. Tenant agrees promptly to repair any areas disturbed within this temporary construction easement.

(See attached drawings identified as CM-365-11-B1, dated 10/02/02)

See attachments as follows:

EXHIBIT C

CONDITIONAL USE PERMIT

(TO FOLLOW) CUP 774

EXHIBIT "D"

LICENSE AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City Clerk
City of Redlands
PO Box 3005
Redlands, CA 92373-1505

LICENSE AGREEMENT

This License Agreement ("Agreement") is made and entered into this _____ day of November 2002 (the "Effective Date"), by and between the City of Redlands, a municipal corporation ("Licensor") and Pacific Bell Wireless, LLC, a Nevada limited liability company, d/b/a Cingular Wireless ("Licensee").

RECITALS

A. Licensor is the owner of real property located in the City of Redlands which is commonly known as a portion of Sunset Reservoir Helen Court (the "Property"). Licensor and Licensee have entered into a Site Agreement Lease for the Property for the purpose of Licensee's Operation of a personal communications service system facility. A copy of the Site Agreement Lease is attached hereto and incorporated herein by this reference as Exhibit "A."

B. Licensee desires to place related stealth antenna towers, and run cables to those antennas, on the Property.

C. Licensor desires to grant Licensee a non-exclusive license to enter upon the Property for the purpose of placement of stealth antenna towers and cables from the antennas to Licensee's equipment for purposes of facilitating the operation of Licensee's personal communications service system facility.

In consideration of the mutual promises contained herein, Licensor and Licensee agree as follows:

AGREEMENT

1. Grant of License. Licensor hereby grants to Licensee a non-exclusive license to enter upon and use the Property for the purpose of placement of stealth antenna towers, and the running of cables from the antennas, to the leased facility equipment area. Such antennas and cables shall be placed on the property as specified in Exhibit "B" which is attached hereto and incorporated herein by this reference. Such activity shall be performed by Licensee in conformance with all applicable federal, state and local laws, and shall not interfere with any of Licensor's activities on the Property.

2. Condition of Property Not Warranted. Licensor does not warrant or represent that the Property is safe, healthful or suitable for any particular use, or for any other purpose, and Licensee agrees that its entry upon the Property and activities thereon are performed at Licensee's own risk, recognizing that the Property is in an "AS IS" condition.

3. Term. This License shall commence upon the Effective Date and shall continue thereafter until terminated pursuant to the provisions governing termination of the Site Agreement Lease attached as Exhibit "A".

4. Insurance/Indemnity. Licensor and Licensee incorporate herein by this reference the indemnity provision found in Paragraph 14, and the insurance provision found in Paragraph 17, of Exhibit "A," as though both are fully set forth herein.

5. Assignment. Licensee shall not assign or transfer this License Agreement without the prior written consent of Licensor, which consent will not be unreasonably withheld. In the event Licensee attempts any assignment or transfer without Licensor's prior written consent, such action shall be null and void, and this Agreement shall immediately be subject to termination at the option of Licensor.

6. Entire Agreement. This License Agreement embodies the entire understanding of the Parties hereto, and there are no further or other agreements or understandings, written or oral, in effect between the Parties relating to the grant of this revocable license.

7. Attorneys Fees. In the event any legal action is commenced to enforce or interpret the terms or conditions of this License Agreement, the prevailing party in such action shall be entitled to recover in addition to its costs and other relief, its reasonable attorneys fees.

8. Governing Law. This License Agreement shall be governed by and construed in accordance with the laws of the State of California.

[SIGNATURE PAGE FOLLOWS]

In witness whereof the parties have executed this Agreement as of the dates indicated below.

CITY OF REDLANDS, Licensor

Mayor

Date: _____

ATTEST:

City Clerk

Licensee

PACIFIC BELL WIRELESS, LLC,
A NEVADA LIMITED LIABILITY COMPANY,
d/b/a CINGULAR WIRELESS

By: GSM Facilities, LLC,
its sole member

By: Cingular Wireless LLC,
its agent

By: _____
Charles Vranek

Title: Vice President, Special Projects/Real Estate

Date: _____

EXHIBIT "F"

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") dated as of November 1, 2002, is between City of Redlands, a municipal corporation ("Landlord"), and Pacific Bell Wireless, LLC, a Nevada limited liability company, d/b/a Cingular Wireless ("Tenant").

RECITALS

WHEREAS, Landlord and Tenant have executed that certain Wireless Service Facility Land Lease Agreement ("Lease") dated as of November 19, 2002, covering certain premises consisting of seven hundred twenty-one (721) square feet (the "Site") situated on a portion of that certain real property located in the County of San Bernardino, State of California, which real property and Site are more particularly described in Exhibit "A" and Exhibit "B," respectively, attached hereto and incorporated herein by this reference; and

WHEREAS, Landlord and Tenant desire to record notice of the Lease in the Official Records of San Bernardino County, California.

NOW, THEREFORE, in consideration of the foregoing, Landlord and Tenant hereby declare as follows:

1. Demise. Landlord has leased the Site to Tenant (together with access rights), and Tenant has hired the Site from Landlord, subject to the terms, covenants, and conditions contained in the Lease.
2. Expiration Date. The term of the Lease ("Term") is scheduled to commence on or before November 2002 and shall expire five (5) years thereafter, subject to Tenant's option to extend the Term pursuant to Section 2 of the Lease for three (3) additional terms of five (5) years each.
3. Lease Controlling. This Memorandum is solely for the purpose of giving constructive notice of the Lease. In the event of conflict between the terms of the Lease and this Memorandum, the terms of the Lease shall control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of lease as of the date and year first written above.

CITY OF REDLANDS, Landlord

Mayor

Date: _____

ATTEST:

City Clerk

Tenant

PACIFIC BELL WIRELESS, LLC,
A NEVADA LIMITED LIABILITY COMPANY,
d/b/a CINGULAR WIRELESS

By: GSM Facilities, LLC,
its sole member

By: Cingular Wireless I.L.C.,
its agent

By: _____
Charles Vranek
Title: Vice President, Special Projects/Real Estate

Date: _____

EXHIBIT B
TO PURCHASE AND SALE OF LEASE

TENANT NOTIFICATION LETTER

[Tenant Name & Address]

Re: Leased Telecommunications Site Property: Tower ID # _____, Site
Name: _____, located at _____, Lease
dated as of _____, as amended (the "Lease"), WCP # _____

Effective as of _____, all rights of the undersigned in 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.

After the date hereof, except for payments in respect of real property taxes and assessments, any amounts payable by you to Landlord under the Lease should be made payable to "Wireless Capital Partners, LLC", subject to any further instructions you may hereafter receive from WCP, and should be delivered to WCP at Dept. #2732, Los Angeles, California 90084-2732. Payments in respect of real property taxes and assessments should, to the extent payable by you to the landlord under the Lease, be paid by you to the undersigned.

Any future communications regarding the Lease should be made as directed by WCP. If you have any questions about the foregoing, please contact Tony Jukes at WCP, whose phone number is (310) 593-2840 and fax number is (310) 593-2815.

[LANDLORD SIGNATURE]

EXHIBIT C
TO PURCHASE AND SALE OF LEASE

Tenant Name:	Pacific Bell Wireless, LLC d/b/a Cingular Wireless
Tenant Address:	c/o Cingular Wireless, Mail Code GAN02, Attn: Network Real Est. Administration, 6100 Atlantic Blvd., Norcross, GA 30071
Expiration Date:	December 19, 2022 (including options to extend)
Tenant's Option or Renewal Rights:	Current term expires on 12/19/07, with three (3) options to extend of five (5) years each.
Current Annual Rent Payment:	\$25,000.00
Adjustment or Recalculation of Annual Rent Payment:	Rent will be increased every five (5) years on the anniversary of the Commencement Date by fifteen percent (15%).
Security Deposit:	- 0 -
Preliminary Title Report:	An Ownership and Encumbrances Report was ordered from Land America .

EXHIBIT D
TO PURCHASE AND SALE OF LEASE

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

WIRELESS CAPITAL PARTNERS, LLC
2800 28th Street, Suite 100
Santa Monica, California 90405
Attn: Steven M. Wheelon

MEMORANDUM OF PURCHASE AND SALE OF EASEMENT AND LEASE
AND SUCCESSOR LEASE

This Memorandum of Purchase and Sale of Easement and 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 and WCP are parties to a Purchase and Sale of Easement, Lease and Successor Lease dated on or about the date hereof (the "Agreement"), pursuant to which Landlord has, among other things, sold and assigned its right, title and interest in and to the lease described on Exhibit A attached hereto (the "Lease") affecting the real property described on Exhibit A attached hereto to WCP (the "Premises").

B. 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 granted and hereby does grant an easement in the Premises to WCP, for the purpose of inspecting, installing, improving, enlarging, removing, maintaining, repairing and replacing of antennas and telecommunications equipment on the Premises. 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: _____
Name: _____
Its: _____

WCP:

WIRELESS CAPITAL PARTNERS, LLC

By: _____
Name: _____
Its: _____

[NOTE: ALL SIGNATURES MUST BE PROPERLY NOTARIZED]

SCHEDULE A
LEGAL DESCRIPTION
AND
LEASE DESCRIPTION