

Attachment 013: Part 1

This court case shows that Capital Plus Partners loaned \$1,250,000 to WPV, and the WPV license is the collateral. Also, this debt to Capital Plus Partners was not disclosed by Mr. DePriest as required in his disclosure of creditors in the Phillips case and Goad case.

**IN THE COURT OF COMMON PLEAS  
FRANKLIN COUNTY, OHIO**

**CAPITAL-PLUS PARTNERS, LLC  
7620 Olentangy River Road  
Suite 201  
Columbus, OH 43235**

**Plaintiff,**

**vs.**

**WIRELESS PROPERTIES  
OF VIRGINIA, INC.  
155 King Street, Suite 500  
Alexandria, VA 22314**

**and**

**DONALD R. DEPRIEST  
206 8<sup>th</sup> Street North  
Columbus, MS 39701**

**Defendants.**

**Case No. 10CVH966**

**Type H**

**AMENDED COMPLAINT AGAINST  
WIRELESS PROPERTIES OF  
VIRGINIA, INC AND DONALD  
DEPRIEST**

**and**

**REQUEST FOR SERVICE**

**FILED  
COMMON PLEAS COURT  
FRANKLIN CO. OHIO  
2009 FEB 25 PM 4:24  
CLERK OF COURTS**

For its Complaint against Wireless Properties of Virginia, Inc. ("Wireless") and Donald R. DePriest ("DePriest"), (hereinafter collectively "Defendants"), Capital-Plus Partners, LLC, ("Plaintiff") states as follows:

1. Plaintiff is an Ohio Limited Liability company with its principal place of business in Franklin County, Ohio.
2. Wireless is a Delaware corporation with its principal place of business in Virginia.
3. DePriest is an individual resident of Columbus, Mississippi.
4. On April 3, 2007, Plaintiff and Wireless entered into a Factoring Agreement ("Contract"). A copy of the Contract is attached hereto as Exhibit 1.

5. On April 3, 2007, in conjunction with the Contract, DePriest signed a personal, unconditional guaranty ("Guaranty"). A copy of the Guaranty is contained in and part of the Contract. (Exhibit 1).

6. On May 3, 2007, Plaintiff filed a UCC financing statement with the Secretary of State for Delaware on all presently owned or thereafter acquired accounts, accounts receivable, contract rights, chattel paper, instruments, inventory, and/or equipment belonging to Wireless, as more fully described in Exhibit 2.

7. Pursuant to Exhibits 1 & 2, Plaintiff loaned money to Wireless and DePriest based on accounts receivable owed to Wireless and DePriest for certain Broadcast Radio Service Licenses sold by Wireless to Sprint/Nextel.

8. The Contract between Plaintiff and Defendants states that it is entered into in the State of Ohio, governed and construed under Ohio laws and that all litigation must be commenced in the State of Ohio. (Paragraph 21). Furthermore, by Contract Defendants agreed to jurisdiction in Ohio.

9. The Guaranty is a part of the Contract, and therefore jurisdiction against the Guarantor, DePriest, is proper in the State of Ohio.

10. DePriest regularly transacted business in Ohio with Plaintiff, including but not limited to entering into a Contract and Guaranty, corresponding with Plaintiff via telephone, fax and e-mail, processing accounts receivable and accounts payable from Ohio, paying Plaintiff in Ohio and receiving loans from Plaintiff that were wired to his bank account.

11. Plaintiff performed its paperwork, funded loans from Franklin County, Ohio, and otherwise transacted business related to all Defendants from Franklin County, Ohio.

12. Based on the attached Exhibits and allegations in Paragraphs 1-11, jurisdiction and venue are proper in Franklin County, Ohio.

13. On or about April 6, 2009, Plaintiff notified Wireless it was in default under the Contract and owed Capital Plus \$1,125,000.00. (Exhibit 3).

14. As of April 6, 2009, Wireless owed Plaintiff \$1,125,000.00 plus interest, late fees, advance fees, attorneys fees and costs of collection.

15. As per the Contract, default interest accrues at 18% per annum, or a daily rate of \$554.79 per day from April 6, 2009 until paid.

16. As of the date of the filing of this Complaint Wireless has not cured its default.

**COUNT ONE: BREACH OF CONTRACT AGAINST WIRELESS**

17. Plaintiff hereby restates each of the preceding allegations as if fully rewritten herein.

18. Plaintiff has fully complied with its duties under the Contract.

19. Wireless, having received a loan from Plaintiff, pursuant to the Contract, has yet to pay Plaintiff for the loan pursuant to the Contract.

20. Wireless has been properly notified of the default. (Exhibit 3).

21. As of April 6, 2009, Wireless owes Plaintiff \$1,125,000.00 plus interest, late fees, advance fees, attorney's fees and costs of collection as allowed by the Contract.

**COUNT TWO: BREACH OF GUARANTY AGAINST  
DEFENDANT DEPRIEST**

22. Plaintiff hereby restates each of the preceding allegations as if fully rewritten herein.

23. As evidenced in the Guaranty, which is part of the Contract, DePriest personally guaranteed the debts of Wireless. (Exhibit 1).

24. Because Wireless has defaulted on its Contract with Plaintiff, pursuant to the Guaranty contained in the Contract, Plaintiff is entitled to judgment against DePriest for \$1,125,000.00, plus attorney's fees, late fees, advance fees, and costs of collection as permitted by the Contract.

**COUNT THREE: UNJUST ENRICHMENT AGAINST WIRELESS AND DEPRIEST**

25. Plaintiff hereby restates each of the preceding allegations as if fully rewritten herein.

26. Wireless and DePriest received a loan from Capital-Plus which was wired into DePriest's account in the amount of \$1,125,000.00. Defendants have not repaid said loan. As a result Defendants have been unjustly enriched.

27. The loan was not meant to be given gratuitously.

28. By virtue of loans made, Plaintiff has suffered a loss of at least \$1,125,000.00.

29. To avoid the unjust enrichment Wireless and DePriest must be ordered to pay Plaintiff \$1,125,000.00 plus interest, costs, and attorney's fees.

WHEREFORE, having fully stated its Complaint against the Defendants, Capital Plus requests the following relief.

1. **Count One** - against Wireless: damages in the amount of \$1,125,000.00, attorney's fees, pre and post-judgment interest and costs of this action;
2. **Count Two** - against DePriest: damages in the amount of \$1,125,000.00 attorney's fees, pre and post-judgment interest and costs of this action;
3. **Count Three** - against Wireless and DePriest, jointly and severally, damages in the amount of \$1,125,000.00, plus pre- and post-judgment interest and costs of this action;

In addition, Plaintiff respectfully requests that the Court award any further relief it deems just and appropriate.

Respectfully submitted,

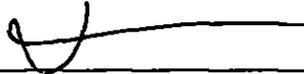


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*Attorney for Plaintiff*

**REQUEST FOR SERVICE**

Please serve the Summons and Amended Complaint, by certified mail, return receipt requested, on the Defendants at the addresses listed in the caption of the Complaint.



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William M. Mattes (0040465)

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# Capital-Plus Partners, LLC.

A Financial Services Company

7620 Olentangy River Road

Columbus, Ohio 43235

(614) 848-7620 / 841-3856 Fax

## FACTORING AGREEMENT

THIS FACTORING AGREEMENT ("Agreement") made between Wireless Properties of Virginia, Inc.  
(Client's Name)

a(n) Delaware Corporation having its principal place of business at 1555 King St, Suite 500  
(State) (Corporation, Partnership, Proprietorship) (Street)

Alexandria, VA 22314, ("Seller"), and Capital-Plus Partners, LLC., an Ohio Corporation  
(City) (State & Zip)

having its principal place of business at the address shown above ("Purchaser").

1. **PURCHASE OF ACCOUNTS.** Seller hereby sells, transfers and assigns to Purchaser, and Purchaser purchases as absolute owner, all Seller's accounts receivable created by or arising from Seller's sales of goods or rendition of services ("Accounts") which are credit approved and accepted by Purchaser as provided in Section 2 of this Agreement. "Accounts" shall include without limitation all Accounts arising from sales made or services rendered under any of trade name or style, or by any of division, of Seller. Following such purchase, the rights and obligations of the parties shall be as set forth in this Agreement.

2. **CREDIT APPROVAL AND ACCEPTANCE.** Except as otherwise expressly agreed by the parties hereto in writing, Seller agrees to submit to Purchaser for credit approval and purchase all invoices, without exception, for Seller's goods or services as such invoices are issued, together with such credit information concerning its customers named in said invoices ("customer" or "customers") as Seller may have. Purchaser will promptly review such invoices, make its credit decision with respect thereto (including any limitation on the total factoring exposure Purchaser is willing to accept with respect to Seller) and notify Seller with respect to which Accounts, if any, evidenced by such invoices will be purchased hereunder. Purchaser's purchase of the Account which is the subject of a particular invoice will be evidenced by delivery to Seller (by mail, facsimile or electronic transmission) of a Schedule of Factored Accounts substantially similar to Exhibit A hereto or by such other means that provides a permanent record as shall be convenient to the parties. Without Purchaser's prior written consent, (i) Seller will not change the amount, terms or shipping dates of any invoice once it has been submitted for credit approval and purchase hereunder, nor will Seller grant any other indulgence with respect thereto, and (ii) Seller will not enter into any C.O.D. or pre-paid transactions with its customers whose accounts are being factored or serviced by Purchaser under this Agreement. Credit approval with respect to any invoice may be withdrawn by Purchaser at any time in which event Seller shall upon Purchaser's demand pay to Purchaser the unpaid balance of any Advance (as defined below) made with respect thereto together with any interest, commissions or other charges then due Purchaser. Purchaser shall have no liability whatsoever to Seller or to any person or firm for not approving, or withholding or withdrawing approval of, any credit to any customer.

3. **PURCHASE PRICE AND COMMISSIONS.** Purchaser shall purchase Accounts for a price equal to the gross amount of the purchased Account as shown in its respective invoice, including postage, freight and other similar charges (the "Purchase Price"). Trade and cash discounts shown on the invoice and any other credits and allowances granted or made in accordance with this Agreement shall, when taken by or granted to the customer, be deducted from the unpaid Purchase Price. The Purchase Price for each purchased Account shall be posted to Seller's account with Purchaser and shall be payable to Seller, when the underlying Account is paid in full by the customer, less (i) all commissions, discounts, interest, service charges and other amounts, if any, due Purchaser hereunder and (ii) any deductions for discounts or allowances to the customer.

4. **NOTIFICATION ON INVOICES; PAYMENT TO LOCKBOX.** All Seller's invoices evidencing Accounts sold to Purchaser hereunder shall bear a notice in form and substance satisfactory to Purchaser that the Account has been assigned to, is owned by and is payable in United States dollars to, Purchaser. Such notice shall without exception instruct the customer to direct all its payments to Purchaser's lockbox. All such invoices shall be mailed by Seller to Seller's customers at Seller's expense. Any checks, cash, notes or other instruments or property received by Seller with respect to any Account shall not be negotiated or deposited and shall be held by Seller in trust for Purchaser, separate from Seller's own property and funds, and be immediately turned over to Purchaser with proper assignments or endorsements. Seller will give Purchaser copies of all invoices with such confirmation of the transfer of Accounts to Purchaser and such proof of shipment or delivery, or performance of services, as Purchaser may require. Purchaser is authorized to regard Seller's printed name or rubber stamp signature on submissions for credit approval and purchase, or

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D invoices (whether originals or copies, including facsimile copies), as the equivalent of a manual signature by one of Seller's authorized officers or agents. Should Seller for any reason defer shipment of goods which Seller has sold and invoiced to a customer, Seller will: so note on the copies of invoices submitted to Purchaser; submit all other relevant details to Purchaser; and comply with any conditions Purchaser deems necessary as a prerequisite to Purchaser's purchasing or servicing such Accounts. Seller may note on invoices not purchased hereunder, but for which Purchaser is providing collection services, that payments are to be made directly to Purchaser or Purchaser's lockbox.

**5. REPRESENTATIONS, WARRANTIES AND COVENANTS.** To induce Purchaser to enter into this Agreement, purchase Accounts hereunder and provide the services contemplated hereby, and with full knowledge that the truth and accuracy of the representations and warranties and Seller's compliance with the covenants and agreements made herein are being relied upon by the Purchaser, Seller represents, warrants, covenants and agrees that:

(a) The Seller is the sole and absolute owner of both (i) each Account being offered for purchase hereunder, and (ii) the goods and inventory being sold pursuant to such Account; Seller has the full legal right and power to sell, assign and transfer such Account; and such Accounts and said goods and inventory are not and shall not be subject to any lien, consignment arrangement, encumbrance, security interest or financing statement whatsoever, other than any such in favor of Purchaser;

(b) Except as Purchaser is otherwise notified in writing by Seller, at the time an Account is purchased hereunder, the correct amount of such Account is set forth in the invoice relating to such Account and is not in dispute and Seller's customers have actually accepted the goods or services covered by, and owe and are obligated to pay the full amounts stated in, the invoice relating to such Account according to its terms, without dispute, offset, defense or counterclaim and the payment of each Account is not contingent upon the fulfillment of any obligation or contract, past or future, or any other express or implied condition, and any and all obligations relating thereto required of the Seller have been fulfilled as of the date such Account is purchased;

(c) Each Account purchased is based on an actual and bona fide sale and delivery of goods and/or rendition of services to customers, made by Seller in the ordinary course of its business, is not past due or in default, and has not been previously sold, assigned, transferred, or pledged and all documents relating thereto are genuine and in all respects are what they purport to be;

(d) No agreement has been made with respect to any Account purchased hereunder under which the customer may claim any deduction, discount or set off, except as stated in the invoice evidencing such Account or in a written notice delivered to Purchaser prior to the purchase of such Account;

(e) All original invoices relating to Accounts purchased hereunder bear notice of the assignment thereof to Purchaser as required by Section 4 above;

(f) Any taxes or fees relating to the Accounts or the goods or services which are the subject thereof, including sales or excise taxes, are solely for the account of Seller and Seller agrees to pay and has paid such taxes or fees when due;

(g) None of the Accounts factored with Purchaser hereunder represent sales to any subsidiary, parent or affiliated company of Seller;

(h) To Seller's best knowledge, when an Account is purchased the customer is not insolvent as that term is defined in the Federal Bankruptcy Code or in the Uniform Commercial Code;

(i) No customer will object to the payment for, or the quality or the quantity of, the subject matter of the Account and is legally obligated to pay the amount referred to above in Section 5(b);

(j) Seller has the full legal right and power to enter into and perform this Agreement and to make the assignments herein contemplated, and Seller will defend the Accounts purchased hereunder against all claims and demands of any person at any time; and

(k) The Seller's principal place of business and the place where the records concerning all Accounts herein referred to are kept is at the address set forth at the beginning of this Agreement and the information supplied by Seller to Purchaser in connection with entering into this Agreement and all other documents and information supplied by Seller to Purchaser in connection with this Agreement or at the request of Purchaser, are true, correct and complete. Seller will promptly advise Purchaser in writing if its principal place of business or record keeping is changed or a new place of business or record keeping is added.

Seller also warrants and represents that it is a duly organized and validly existing entity of the kind set forth above and it is qualified to do business in all states where it is legally required to be so qualified. Seller agrees to maintain such books and records

Regarding the Accounts, Purchaser may require and agrees that its books and records will reflect the purchase of Accounts hereunder and Purchaser's ownership interest in all such Accounts purchased by Purchaser. Seller agrees (i) that all Seller's books and records shall be made available to Purchaser at Purchaser's request for inspection and copying during ordinary business hours, (ii) to furnish Purchaser with such other information regarding Seller's business affairs and financial condition as Purchaser may request from time to time and (iii) to notify Purchaser promptly of any change in Seller's name, place(s) of business or organizational structure.

6. **ADJUSTMENTS.** Seller agrees to notify Purchaser promptly of any matters affecting the value, enforceability or collectability of any Account and of all customer disputes, claims, offsets, defenses, counterclaims, returns or rejections. Seller agrees not to accept any returns or rejections or otherwise compromise or settle any such disputes or claims without the prior written consent of Purchaser. Upon receiving such consent, Seller shall adjust such disputes and, as appropriate, issue credit memoranda promptly (with duplicates provided to Purchaser) upon accepting returns or granting allowances in connection therewith. Purchaser shall cooperate in the adjustment of any such customer disputes to which it has consented. Purchaser may at any time charge Seller's account for (a) the Purchase Price for each Account with respect to which any customer dispute, offset, defense, deduction or counterclaim is asserted or which is not paid in full for any reason at the Due Date shown on the related Schedule of Factored Accounts, and (b) any Account as to which there is any breach of the representations and warranties or covenants made hereunder by Seller. Such charge shall not in itself constitute a reassignment to Seller of the Account involved. It is further agreed that any deduction taken by or granted to a customer on an Account shall be immediately charged back to Seller's account. Purchaser shall also be entitled to charge Seller's account with (a) amounts Purchaser receives in payment of Accounts and which thereafter Purchaser is required to turnover or return to any person having a legal right to require such return or turnover, (b) any and all expenses and attorneys' fees incurred by Purchaser in collecting or attempting to collect (i) any Accounts whether or not charged back to Seller or (ii) any Obligation (as that term is defined below) hereunder, and (c) any expenses incurred by Purchaser as a result of customer checks that are not paid upon presentment for any reason. Further, Purchaser shall be entitled to charge Seller's account a reasonable handling fee for each Account Purchaser places with a collection agency or attorney for collection. Purchaser agrees to use its best efforts to notify Seller of any decision to place an Account for collection and then to allow Seller to repurchase such Account from Purchaser before such placement for an amount equal to the uncollected account balance plus any unpaid Commissions, discounts, interest or service charges and any other amounts due Purchaser hereunder with respect to such Account.

In the event of a breach of any of the representations, warranties, covenants, and agreements contained in this Agreement, in addition to any remedies it may have hereunder or at law, Purchaser shall have the right at any time to set off against any amounts payable to Seller hereunder: (a) the amount of any allowance, credit or return on an Account, or the full amount of any Account for which payment is delayed or refused because of an asserted counterclaim, defense, offset, and (b) any amount due from Seller to Purchaser arising out of or in connection with any breach of any of the representations, warranties, covenants, and agreements contained in this Agreement. Unless specifically reassigned to Seller, Purchaser shall remain the absolute owner of each purchased Account and any rejected, returned or recovered personal property which is the subject of such an Account, with the right to take possession thereof at any time, but if such possession is not taken, Seller agrees to resell such property for Purchaser's account with the proceeds made payable to Purchaser.

7. **ADVANCES TO SELLER; DEBIT BALANCES.** As used herein the term "Advances" means any advances the Purchaser elects to make to Seller hereunder. Purchaser and Seller agree that any and all Advances made hereunder shall be made solely at the discretion of, and in the amounts determined by, Purchaser and Purchaser shall have no obligation to make or continue to make Advances hereunder. "Advances" includes advances, if any, made by Purchaser to Seller against the amount of the Purchase Price due Seller (which Advance may be calculated as a percentage of such Purchase Price) for a Purchased Account prior to the collection of such Account. The portion of the Purchase Price not advanced is described as the "Contingency Amount" on the Schedule of Factored Accounts. This Contingency Amount may be held and applied by the Purchaser pursuant to the provisions of this Agreement as security for payment and performance of any and all of Seller's Obligations (as defined in Section 8(B) below) hereunder. "Advances" shall also include any advances which Purchaser may elect to make (pursuant to special arrangements) prior to Seller's shipment of the underlying goods or rendering of service (a "Purchase Order Advance"). Any debit balances whatsoever in Seller's account with Purchaser which are not covered by related outstanding, unpaid Contingency Amounts, and any outstanding Purchase Order Advances, shall be payable to Purchaser on demand. Checks and other proceeds of Purchased Accounts, as they are received by Purchaser in payment of any Purchased Accounts, will be posted to Seller's account with Purchaser; Purchaser shall debit Seller's account periodically with the Discounts and other charges attributable to all Accounts having Advances outstanding during any part of such period computed as set forth in EXHIBIT B hereto. Commissions due Purchaser shall, at Purchaser's election, either be deducted from the cash proceeds of any Advances made to Seller or posted to Seller's account with Purchaser. If there is no credit balance in Seller's account, but there are unpaid Contingency Amounts outstanding, whether or not previously credit-approved by Purchaser for purposes of making an Advance to Seller, Purchaser may make an Advance against such Contingency Amounts for Seller's account and apply the proceeds of such Advance to pay any outstanding debit balances or other amounts then owed Purchaser by Seller.

D9773 SECURITY INTEREST. (A) Seller hereby transfers, assigns and grants to Purchaser a lien on and a first priority security interest in and to all Seller's presently owned or hereafter acquired (a) accounts receivable, including without limitation, Accounts, and all forms of obligations owing to Seller, whether or not otherwise assigned or purchased hereunder, (b) contract rights, (c) chattel paper, (d) general intangibles, trade secrets, customer lists and similar items, (e) instruments and documents, (f) inventory, (g) equipment, (h) Software, "software" means a computer program and any supporting information provided in connection with a transaction relating to the program (i) all the rights of an unpaid seller with respect to any personal property that is the subject matter of an Account, including recision, replevin, claim and delivery, reclamation and stopping in transit, and the Seller's rights to any personal property recovered by such means, (j) rights to any goods represented by any of the foregoing, including repossessed goods, (k) any and all other personal property of every kind or nature, (l) reserves and credit balances arising hereunder, including any Contingency Amounts and proceeds of Advances not yet paid to Seller, (m) guarantees or collateral for any of the foregoing, (n) insurance policies or rights relating to any of the foregoing, (o) all cash and non-cash proceeds of any of the foregoing, and (p) all documents, instruments, files, records, disks, tapes or electronic media and software of any kind, and any receptacles, cabinets, furniture or electronic equipment of any kind holding, containing or needed to read and understand the same, relating to the Accounts and other property in which a security interest is granted hereunder (the items listed in 5(a) through 5(o) are hereinafter sometimes referred to as the "collateral"). Except as disclosed to Purchaser in writing, Seller represents and warrants that the collateral is and will continue to be free and clear of any lien, encumbrance or claim except the security interest granted hereby. It is understood and agreed that Purchaser shall have no obligation by virtue of the assignment made and security interest granted in this Section 8 to perform any of Seller's obligations under or relating to the foregoing or with respect to any Account. Seller agrees to comply with all applicable laws and filing requirements in order to perfect, maintain and protect Purchaser's first priority security interest granted hereby, and to execute any financing statements or additional documents Purchaser may require to effectuate the foregoing and to carry out this Agreement. Seller agrees not to grant or create a security interest in the collateral for any person other than Purchaser. Purchaser is hereby authorized by Seller to file any financing statements (or amendments or continuation statements relating thereto) covering the collateral whether or not Seller's signature appears thereon and to sign such financing statements on behalf of Seller if such a signature is required under the Uniform Commercial Code to perfect Purchaser's security interest granted hereunder. Purchaser may also file this Agreement (or a copy thereof) in lieu of filing a financing statement.

(B) The lien and security interest granted hereunder, and any lien or security interest that Purchaser may have in any of Seller's other assets or property, shall secure payment and performance of all Seller's now existing and future indebtedness or obligations to Purchaser, whether absolute or contingent and whether arising hereunder or under any other agreement or arrangement between Purchaser and Seller, or by operation of law or otherwise, including without limitation, indebtedness for goods or services purchased by Seller from any concern whose accounts receivable are factored or financed by Purchaser and indebtedness arising under any guaranty made by Seller to Purchaser (herein collectively referred to as the "Obligations"). Any reserves or balances to Seller's credit and any other property or assets of Sellers in the possession of Purchaser may be held by Purchaser as security for any Obligations and may in Purchaser's discretion be applied to payment thereof. Purchaser may in its discretion, charge any or all of the Obligations then outstanding to Seller's account at any time and from time to time.

## 9. RIGHTS OF PURCHASER; EXAMINATIONS.

A. As the owner and assignee of the purchased Accounts, Purchaser shall have the right to bring suit in Seller's name or its own, and shall have all other rights respecting said Accounts, including without limitation the right to: accelerate or extend the time of payment, settle, compromise, release in whole or in part any amounts owing on any Account and issue credits in Seller's name or its own. Seller agrees at its expense to cooperate fully with Purchaser in connection with Purchaser's efforts to collect Accounts purchased or being serviced hereunder, including making Seller's employees or agents available to provide testimony and serve as witnesses in any judicial proceedings undertaken by Purchaser for such purpose.

B. Purchaser may endorse or sign Seller's name or its own name on any checks or other instruments with respect to any Account or the goods covered thereby. All returned, reclaimed or repossessed merchandise or goods shall be set aside by Seller, marked with Purchaser's name and held by Seller for Purchaser's account as owner, and Seller shall notify Purchaser promptly of all such goods. If Purchaser so requests, Seller agrees promptly to pay Purchaser the invoice price thereof, or if Purchaser so elects Seller will deliver such merchandise or goods to Purchaser or sell same for the account of Purchaser. Purchaser shall, however, have the right to sell or otherwise dispose of such goods on terms acceptable to it without notice to Seller.

C. Seller agrees to make Seller's employees, records, files and books of account available to Purchaser on request and that Purchaser may visit Seller's premises during normal business hours to examine such records, files and books of account and to make copies of extracts thereof and to conduct such examination as Purchaser deems necessary. In order to cover any costs and expenses Purchaser may incur in connection with performing any such examinations, Purchaser shall be entitled to charge Seller's account a fee for each day or part thereof in which the examination is conducted, plus any additional out-of-pocket costs and expenses Purchaser incurs as a result of conducting said examination. In the event Seller breaches its agreements in this Section, Purchaser shall have the right in addition to any other remedies hereunder to have a receiver appointed at Seller's expense to take possession of Seller's books and records.

**10. INTEREST CHARGES.** Except for Advances for which a Discount is separately deducted or charged pursuant to this Agreement, interest shall be charged on all amounts due from Seller to Purchaser hereunder if not paid when due at the rate of 1-1/2% per month or the highest rate permitted by law, if less.

**11. COMMISSIONS, DISCOUNTS and SERVICE CHARGES.** For its services hereunder, Purchaser shall be entitled to a factoring commission ("Commission") calculated at the rate shown on EXHIBIT B or EXHIBIT B-1 on the Purchase Price of each Account purchased from Seller, plus a factoring discount ("Discount") and service charges ("Service Charges") calculated in the manner, for the period and at the rate shown on EXHIBIT B or EXHIBIT B-1 for each Account purchased, or accepted for servicing hereunder, for each month or fraction thereof during which such Account remains unpaid and outstanding. Purchaser's Commission shall be due and charged to Seller's account upon the purchase of the related Account, and the Discount and Service Charge shall be due and charged to Seller's account periodically as provided in EXHIBIT B or EXHIBIT B-1.

**12. EXPENSES INCURRED.** Purchaser shall be entitled to charge Seller's account with all costs and expenses incurred by Purchaser in connection with the preparation, execution, administration and enforcement of this Agreement, including without limitation, all reasonable fees and expenses of Purchaser's attorneys, all search fees and the cost of all public record filings. If at any time or times Purchaser employs counsel: (a) for advice or other representation with respect to this Agreement in connection with Seller's request for any waiver or amendment of the terms of this Agreement, or as a result of the occurrence of a breach by Seller (or reasonable apprehension of such occurrence); (b) to commence, defend or intervene or to take any other action in or with respect to any litigation, contest, dispute, suit or proceeding (whether instituted by Purchaser, Seller or any other person) in any way or respect relating to this Agreement or the Accounts assigned or being serviced pursuant to this Agreement; or (c) to enforce any rights or remedies of Purchaser against Seller, then in each case the costs and expenses incurred by Purchaser in connection therewith shall be an Obligation hereunder immediately due and payable by Seller to Purchaser and may be charged by Purchaser to Seller's account. Without limiting the generality of the foregoing, such expenses, costs, charges and fees may include: attorney's fees, costs and expenses, including those incurred in connection with any appeal; accountant's fees, costs and expenses; court costs and expenses; and court reporter fees, costs and expenses.

**13. ENTIRE AGREEMENT; WAIVER.** This Agreement, together with its Exhibits and any written Amendments or Riders signed by both parties, shall constitute the entire agreement between Purchaser and Seller with respect to the Accounts and supersedes any prior agreements. This Agreement can be changed only by a writing signed by authorized officers of both Purchaser and Seller and shall bind and benefit each of Purchaser and Seller and their respective successors and assigns. Purchaser's failure or delay to exercise any right hereunder shall not constitute a waiver thereof or bar Purchaser from exercising any of Purchaser's rights at any time; nor shall any course of dealing between Purchaser and Seller be deemed to change or modify this agreement.

**14. TERMINATION.** Either Seller or Purchaser may terminate this Agreement by giving at least ten (10) day's prior written notice of such termination to the other party. Such termination shall be effective with respect to any Accounts arising after the date thereof, but shall not affect the security interest granted hereunder or Seller's liabilities with respect to any Accounts purchased hereunder or other Obligations then outstanding. This Agreement shall continue in effect uninterrupted unless terminated as herein provided. Unless sooner demanded, all Seller's Obligations shall become due and payable as of the effective date of any termination and, pending a final accounting, Purchaser may withhold any balances in Seller's account, unless supplied with an indemnity satisfactory to Purchaser, to cover all Seller's Obligations, whether absolute or contingent. All Purchaser's rights and security hereunder shall continue after any termination until all Seller's Obligations have been paid and satisfied in full. Purchaser may terminate this agreement immediately upon the occurrence of any of the following: cessation of Seller's business or the calling of a meeting of Seller's creditors; failure by Seller to pay its debts as they become due; the commencement by or against Seller of any bankruptcy, insolvency, arrangement, reorganization, receivership or similar proceedings under any federal or state law; breach by Seller of any warranty or covenant contained herein; or Seller's failure to pay any of its Obligations when due. In any such event, Purchaser may remove from any premises where same may be located any and all documents, instruments, files and records, and any receptacles or cabinets containing same, relating to the Accounts, or Purchaser may use (at Seller's expense) such of Seller's personnel, supplies or space at Seller's place of business or otherwise, as may be necessary to properly administer and control the Accounts or the handling of collections and realizations thereon. Also in any such event Purchaser may without advertisement, sell, assign and deliver the Accounts and any returned, reclaimed or repossessed merchandise, goods or other property, held by Seller or by Purchaser for Purchaser's account, at public or private sale, for cash, on credit or otherwise at Purchaser's sole option and discretion, and Purchaser may bid or become a purchaser at any such sale, free from any right of redemption which is hereby expressly waived by Seller. (If notice of intended disposition of any said collateral is required by law Seller agrees that five (5) days notice shall constitute reasonable notification.) The net cash proceeds resulting from the exercise of any of the foregoing rights, after deducting all charges, costs and expenses (including attorneys' fees) shall be applied by Purchaser to the payment of Seller's Obligations to Purchaser, whether due or to become due in such order as Purchaser may elect and Seller shall remain liable to Purchaser for any deficiencies.

**DE 773 JURY WAIVER.** To the extent permitted by applicable law, Purchaser and Seller hereby mutually waive any right to a trial by jury in any action or proceeding arising out of this arrangement or any other agreements or transactions between Purchaser and Seller.

**16. DEFAULTS; REMEDIES.**

**(a) Default Defined.**

Rights of Capital Plus Partners to collateral.

The Seller shall be in default under this Agreement upon the happening of any of the following events or conditions:

- (1) Upon a breach of any of Seller's representations, warranties and covenants made herein;
- (2) If any warranty, representation or statement made or furnished to Purchaser by or on behalf of Seller proves to have been incorrect in any material respect when made or furnished;
- (3) Upon the loss, theft, damage, destruction, sale or encumbrance of any of the collateral or the making of any levy, seizure or attachment thereof or thereon, or receipt by Seller of any payment over notice of the assignment of such Account to Purchaser without Seller's prompt remittance of such payment to Purchaser;
- (4) Upon any default in the payment or performance of any obligation, covenant or liability contained or referred to in this Agreement, including without limitation, the Obligations;
- (5) If any lien, charge, security interest, mortgage, pledge or other encumbrance shall be created on, or extended to or otherwise arise upon or burden the collateral or any part thereof, other than the security interests granted to Purchaser herein;
- (6) If a receiver, trustee, custodian or liquidator of the Seller or any property or assets of the Seller shall be appointed and shall not be discharged within thirty (30) days thereafter or if the Seller shall consent or acquiesce such appointment; and
- (7) If the Seller shall make an assignment for the benefit of its creditors or shall be unable to pay its debts as they become due.

**(b) Remedies Upon Default.**

Upon the occurrence of a default as defined in subparagraph (a) above, if such default is not cured within ten (10) days after written notice thereof is given by Purchaser to Seller, at Seller's address set forth above, Purchaser may exercise, at its option, in addition to any other rights and remedies it may have hereunder, any and all rights with respect to the collateral of a secured creditor under the provisions of Article 9 of the Uniform Commercial Code, including the right to realize upon such of the collateral as Purchaser may determine. Seller agrees to pay all expenses incurred by Purchaser, including attorney's fees, in protecting, maintaining, preserving, enforcing or foreclosing the security interest granted to Purchaser hereunder, whether through judicial proceedings or otherwise, or in defending or prosecuting any actions or proceedings arising out of or relating to this Agreement or its enforcement. Seller further agrees that Purchaser, at its option, and without any notification shall be entitled and is hereby authorized to collect any obligation due Seller, including specifically but not exclusively, receivables due Seller from the same account debtors who are obligated on the Accounts purchased pursuant to this Agreement, and other account debtors of Seller, whether or not the receivables upon which such account debtors are liable were specifically purchased by Purchaser.

Seller further agrees to immediately execute any and all documents required by Purchaser to collect any such receivables due to Seller and to hold Purchaser harmless from any and all actions, liabilities' losses, expenses, or claims of any kind asserted against Purchaser by virtue of any contact with any account debtor of Seller for the purpose of collecting any obligation due to Seller.

**17. INDEMNIFICATION.** Seller hereby agrees to indemnify, hold harmless, and defend Purchaser against any and all liability, loss, claim, demand, suit, action, cause of action or administrative proceeding, or other expense, including attorney's fees and expenses, caused, or incurred by Purchaser, by reason of or in connection with, any breach of Seller's representations, warranties and agreements herein contained, or the failure of an account debtor to pay any Account or other account receivable, or any claims, counterclaims, defenses or offsets of any kind asserted by an account debtor.

**18. PAYMENTS TO SELLER; RESERVE ACCOUNT.** Upon collection in full by Purchaser of each Account purchased or serviced pursuant hereto, Purchaser shall, subject to the provisions of this Section 18, promptly pay to Seller the amounts due Seller,

D 9773 - E 33  
including the Contingency Amounts set forth in the various Schedules of Factored Accounts relating to any unpaid Accounts, less any Commissions, Discounts, Service Charges, interest or other charges or deductions provided for herein and any withholding or set-off to which Purchaser may be entitled hereunder or otherwise; provided however that if Seller is in default hereunder, Purchaser shall have the right to retain and apply any Contingency Amounts, or proceeds of serviced Accounts, then held by Purchaser to any and all Accounts of Seller purchased by Purchaser, whether or not such Accounts are then in default. In addition, Purchaser expressly reserves the right in its discretion to create a "Reserve Account" by holding and/or offsetting the Contingency Amounts for any Account, when collected, against all other unpaid Accounts or Obligations. Upon the termination of this Agreement, all amounts then held in the Reserve Account shall first be applied to any unpaid Obligations hereunder and the balance, if any, paid to Seller.

19. **ACCOUNT COLLECTION SERVICE.** Since certain account debtors require or prefer that all of their accounts payable to Seller be paid to the same address and/or party, and Purchaser may require as a condition to factoring any of Seller's Accounts that it be permitted to service some or all of Seller's Accounts which are not purchased, Seller and Purchaser agree that Purchaser shall service and collect such non-purchased Accounts as may be agreed upon by the parties, which are referred to herein as "serviced Accounts". The services to be provided by Purchaser with respect to serviced Accounts shall be agreed upon by the parties, but shall generally include payment through Purchaser's lockbox facility. Purchaser agrees to remit the payments received by it with respect to serviced Accounts, subject to Purchaser's rights as a secured party and to the provisions of Section 18 hereunder, to Seller after deducting the applicable service charge.

20. **RECOURSE.** The purchase of Accounts hereunder shall be with full recourse. In addition to its other rights hereunder and at law, Purchaser may charge back to Seller or reimburse itself from the Contingency Amounts or Reserve Account, as the case may be, the full amount Purchaser has advanced and any unpaid Commissions, Discounts, Service Charges, interest or fees, and any other unpaid amounts with respect to any purchased Account which remains unpaid ninety (90) days after its invoice date or as to which the customer files or has filed against it any bankruptcy or insolvency case or proceeding.

21. **GOVERNING LAW.** This Agreement has been made and entered into in the State of Ohio and shall be governed and construed under and in accordance with the laws of the State of Ohio. The undersigned acknowledge that all litigation must be commenced in the State of Ohio, and consent to jurisdiction therein. In the event that any provision of this Agreement is declared to be illegal or unenforceable by any statute, judicial decision, federal or state governmental agency, this Agreement shall be deemed to be modified to the extent necessary to eliminate the illegal or unenforceable provisions. All other terms and conditions of this Agreement shall remain in full force and effect in the event of such a declaration.

22. **POWER OF ATTORNEY.** Seller does hereby irrevocably appoint the Purchaser, its successors and assigns, as the true and lawful attorney, for Seller, and in Seller's name and stead, but for Purchaser's benefit, and authorizes Purchaser, with or without notice to Seller, (a) to sell, assign, transfer, set over, pledge, compromise, or discharge the whole, or any part of an Account; (b) to do all acts and things necessary or proper, in furtherance of any such purpose; (c) to ask for, collect, and receive any amounts which become due upon any accounts receivable subject to this Agreement; (d) to substitute one person, or more, with like powers, hereby ratifying and confirming all that the Purchaser, or its substitute, or substitutes, shall lawfully do by virtue of this sale, assignment and transfer; and (e) to endorse in Seller's name any notes, acceptances, checks, drafts, money orders and other evidences of payment or collateral that may come into Purchaser's possession.



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# Capital-Plus Partners, LLC.

A Financial Services Company

7620 Olentangy River Road

Columbus, Ohio 43235

(614) 848-7620 / 841-3856 Fax

## EXHIBIT B TO FACTORING AGREEMENT

### SCHEDULE OF COMMISSION AND OTHER CHARGES

<u>Scheduled Item</u>	<u>Description</u>
Advance Limit	\$1,500,000
Advance %	80 % on current, verified receivables.
Factoring Commission	The factoring Commission on each Account purchased is 20 % of the Purchase Price for such Account. At Purchaser's election the Commission may be paid from any Advance when made or charged to Seller's account with Purchaser.
Discount for Accounts with Advances	For each Account against which an Advance is made a factoring Discount shall be paid at the rate of 0 % of the Purchase Price for the first 0 days and 0 % for each 0 day period or part thereof elapsed from the date the Advance is made until the Account is paid in full.
Service Charges for Accounts Purchased	For servicing purchased Accounts, Seller shall pay Purchaser a Service Charge equal to 0 % of the Purchase Price for each 0 day period (the "service period") or fraction thereof that the Account remains unpaid. The Service Charge is payable on the first day of each service period.
Interest on other Obligations	Any amounts, other than Advances, which are not paid when due shall bear interest at the rate of 1.5% per month.

If not otherwise paid pursuant to the provisions of the Factoring Agreement between Purchaser and Seller, all outstanding Commissions, Discounts, Service Charges, Fees and accrued Interest may be deducted from any amounts due Seller from Purchaser. Seller's acceptance and agreement to this Schedule of Commissions and Other Charges is evidenced by Seller's signature below and the Purchaser's acceptance is evidenced by the signature of its authorized representative. Seller agrees that an Account will be considered to be paid in full only when good funds equaling the Gross Invoice Amount are received by Capital-Plus Partners, LLC. at the bank lock box assigned to Seller.

Assigned Lockbox is:

P.O. Box 714807  
Columbus, OH 43271-4807

The above schedule of Commissions and charges is for purchased accounts.

ACCEPTED AND AGREED TO:

Wireless Properties of Virginia, Inc. ("SELLER")

Print Name: Donald R. DePriest

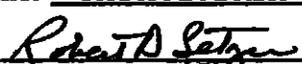
By:   
(Signature)

Its: President

ACCEPTED BY:

Capital-Plus Partners, LLC. ("PURCHASER")

Print Name: Robert D. Setzer

By:   
(Signature)

Its: President

D9772

E36

# Capital-Plus Partners, LLC.

A Financial Services Company

7620 Olentangy River Road

Columbus, Ohio 43235

(614) 848-7620 / 841-3856 Fax

Don DePriest Guarantor

## EXHIBIT C

### ACKNOWLEDGMENT AND REPRESENTATION REGARDING MISDIRECTED PAYMENTS

THIS ACKNOWLEDGMENT AND REPRESENTATION REGARDING MISDIRECTED PAYMENTS ("Acknowledgment") is made and executed as of this 3rd day of April, 2007, by Wireless Properties of Virginia, Inc. (Check Name)

("Seller"), for the purpose of inducing Capital-Plus Partners, LLC. to enter into a Factoring Agreement (whether now or hereafter existing) wherein Seller agrees to transfer, sell and factor certain accounts receivable to Capital-Plus Partners, LLC..

Seller agrees that, even though Capital-Plus Partners, LLC. and Seller shall use their best efforts to notify all customers / account debtors of Seller to forward to the designated lock box assigned by Capital-Plus Partners, LLC. to Seller all checks and payments issued in payment of invoices sold to Capital-Plus Partners, LLC., some of such checks for payments may be sent directly to Seller not with standing the fact that such checks and payments are the sole and exclusive property of Capital-Plus Partners, LLC. as a result of having been sold to Capital-Plus Partners, LLC.. In such circumstances, Seller acknowledges Capital-Plus Partners, LLC.'s legal notification not to negotiate said payments, checks or other form of payment, but to hold them in trust and safekeeping for the benefit of Capital-Plus Partners, LLC. and to turn such check or payment over to Capital-Plus Partners, LLC. In the exact form received by Seller. That is, Seller agrees to turn such check (s) or payment (s) over to Capital-Plus Partners, LLC. Immediately in kind any such payment, in whole or part, for any invoice purchased, by Capital-Plus Partners, LLC..

In the event Seller receives a check or other form of payment owing to Capital-Plus Partners, LLC., but some portion of payment or said check is owing Seller, Seller shall immediately turn over said check or payment in kind to Capital-Plus Partners, LLC. and Capital-Plus Partners, LLC. Will then remit Seller's portion thereof in accordance with the Factoring Agreement between Seller and Capital-Plus Partners, LLC..

Seller acknowledges that he / it has been notified by Capital-Plus Partners, LLC. Of the potential civil and / or criminal liability for failure to fully comply herewith, and that cashing, depositing and/or negotiating any check or payment which is the property of Capital-Plus Partners, LLC. could result in civil and/or criminal liability and penalties attendant thereto. Seller further acknowledges that if any employee of Seller negotiates such a check or payment without Seller's direct knowledge, Seller may be held liable for such acts of Seller's employees, agents, or servants.

Seller further acknowledges that he/it has been notified by Capital-Plus Partners, LLC. that any indebtedness by Seller to Capital-Plus Partners, LLC. Arising under the circumstances as described herein above: i) can constitute a debt which may not be discharged in a Court of Bankruptcy; and ii) that the conversion of a check or payment may be deemed an intentional act even though Seller did not specifically intend to take or convert said check or payment and/or damage Capital-Plus Partners, LLC..

The individual(s) signing below as "Guarantor(s)" are executing this Acknowledgment for the purpose of inducing Capital-Plus Partners, LLC. To acquire Seller's accounts receivable and for the additional purpose of evidencing his/their joint and several liability for any breach by Seller of this acknowledgment.

This Acknowledgment shall remain in force and effect and may not be rescinded for as long as any one or more accounts receivable factored by Capital-Plus Partners, LLC. shall remain unpaid.

Wireless Properties of Virginia, Inc. ("Seller")  
By: [Signature]  
(Signature)

Print Name: Donald R. DePriest

Its: President

Guarantor (s): [Signature]  
By: [Signature]  
(Signature)

Print Name: Donald R. DePriest

Guarantor: \_\_\_\_\_

Print Name: DONALD R. DEPRIEST  
(Signature)

## Guaranty

To: **Capital-Plus Partners, LLC., 7620 Olentangy River Road, Columbus, Ohio 43235**

Each of us severally requests you to extend credit to or to purchase security agreements, leases, notes, accounts and or other obligations (herein generally termed "paper") of or from or otherwise to do business with

**Wireless Properties of Virginia, Inc.**

**Alexandria, VA 22314**

(Company)

(City/State)

hereinafter called the "Company," and to induce you so to do and in consideration thereof and of benefits to accrue to each of us therefrom, each of us, as a primary obligor, jointly and severally and unconditionally guarantees to you that the Company will fully and promptly pay and perform all its present and future obligations to you, whether direct or indirect, joint or several, absolute or contingent, secured or unsecured, matured or unmatured and whether originally contracted with you or otherwise acquired by you, irrespective of any invalidity or unenforceability of any such obligation or the insufficiency, invalidity or unenforceability of any security therefor; and agrees, without your first having to proceed against the Company or to liquidate paper or any security therefor, to pay on demand all sums due and to become due to you from the Company and all losses, costs, attorneys' fees or expenses which may be suffered by you by reason of the Company's default or default of any of the undersigned hereunder; and agrees to be bound by and on demand to pay any deficiency established by a sale of paper and or security held, with or without notice to us. This guaranty is an unconditional guarantee of payment and performance. No guarantor shall be released or discharged, either in whole or in part, by your failure or delay to perfect or continue the perfection of any security interest in any property which secures the obligations of the Company or any of us to you, or to protect the property covered by such security interest.

No termination hereof shall be effected by the death of any or all of us. No termination shall be effective except by notice sent to you by certified mail return receipt requested naming a termination date effective not less than 90 days after the receipt of such notice by you; or effective as to any of us who has not given such notice; or affect any transaction effected prior to the effective date of termination.

Each of us waives: notice of acceptance hereof; presentment, demand, protest and notice of nonpayment or protest as to any note or obligation signed, accepted, endorsed or assigned to you by the Company; any and all rights of subrogation, reimbursement, indemnity, exoneration, contribution or any other claim which any of us may now or hereafter have against the Company or any other person directly or contingently liable for the obligations guaranteed hereunder, or against or with respect to the Company's property (including, without limitation, property collateralizing its obligations to you), arising from the existence or performance of this guaranty; all exemptions and homestead laws and any other demands and notices required by law; all setoffs and counterclaims; and any duty on your part (should such duty exist) to disclose to any of us any matter, fact or thing related to the business operations or condition (financial or otherwise) of the Company or its affiliates or property, whether now or hereafter known by you.

You may at any time and from time to time, without our consent, without notice to us and without affecting or impairing the obligation of any of us hereunder, do any of the following:

- (a) renew, extend (including extensions beyond the original term of the respective item of paper), modify, release or discharge any obligations of the Company, of its customers, of co-guarantors (whether hereunder or under a separate instrument) or of any other party at any time directly or contingently liable for the payment of any of said obligations;
- (b) accept partial payments of said obligations;
- (c) accept new or additional documents, instruments or agreements relating to or in substitution of said obligations;
- (d) settle, release (by operation of law or otherwise), compound, compromise, collect or liquidate any of said obligations and the security therefor in any manner;
- (e) consent to the transfer or return of the security, take and hold additional security or guaranties for said obligations;
- (f) amend, exchange, release or waive any security or guaranty; or
- (g) bid and purchase at any sale of paper or security and apply any proceeds or security, and direct the order and manner of sale.

If a claim is made upon you at any time for repayment or recovery of any amount(s) or other value received by you, from any source, in payment of or on account of any of the obligations of the Company guaranteed hereunder and you repay or otherwise become liable for all or any part of such claim by reason of:

- (a) any judgment, decree or order of any court or administrative body having competent jurisdiction; or

(b) any settlement or compromise of any such claim,

we shall remain jointly and severally liable to you hereunder for the amount so repaid or for which you are otherwise liable to the same extent as if such amount(s) had never been received by you, notwithstanding any termination hereof or the cancellation of any note or other agreement evidencing any of the obligations of the Company. This guaranty shall bind our respective heirs, administrators, representatives, successors, and assigns, and shall inure to your successors and assigns, including, but not limited to, any party to whom you may assign any item or items of paper, we hereby waiving notice of any such assignment. All of your rights are cumulative and not alternative.

By execution of this guaranty each guarantor hereunder agrees to waive all rights to trial by jury in any action, proceeding, or counterclaim on any matter whatsoever arising out of, in connection with, or related to this guaranty.

Individual Guarantors **NOTE: Individual guarantors must sign without titles. Sign "John Smith," not "John Smith, President" Use street addresses, not P.O. Boxes.**

 (Individually) Date: 4/3, 2007  
(Signature)

Print Name: Donald R. DePriet

Home Address: 206 8<sup>th</sup> Street North, Columbus, MS 39701

\_\_\_\_\_  
(Signature) (Individually) Date: \_\_\_\_\_, 2007

Print Name: \_\_\_\_\_

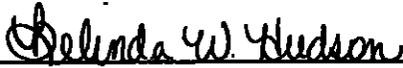
Home Address: \_\_\_\_\_

STATE OF MISSISSIPPI )  
) ss.  
COUNTY OF LOWNDES )

On this 3rd day of April, A.D., 2007 before me, a Notary Public, personally appeared DONALD R. DEPREIST, President of,

Wireless Properties of Virginia, Inc. Delaware Corporation/organization, who being by me duly  
(Company) (State)

sworn, did say that he executed the same as the free act and deed of said Corporation.

  
Notary Public Belinda W. Hudson

Lowndes County, State of Mississippi

MY COMMISSION EXPIRES :

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE  
MY COMMISSION EXPIRES: Jan 4, 2009  
BONDED TITLE NOTARY PUBLIC UNDERWRITERS

# Capital-Plus Partners, LLC.

A FINANCIAL SERVICES COMPANY

7620 Olentangy River Road

Columbus, Ohio 43235

614) 848-7620 / 841-3856 Fax

## CERTIFICATE OF RESOLUTION OF THE DIRECTORS OF

Wireless Properties of Virginia, Inc.

I, Donald R. DePriest, do hereby certify that I am the duly elected President  
(Name) (Title)  
of Wireless Properties of Virginia, Inc., an Delaware corporation/organization, and that at  
(Company) (State)  
a Special Meeting of the Board of Directors of said corporation held on the 3rd Day of April, 2007,  
(Date)  
pursuant to a signed Waiver of Notice, at which meeting a quorum was present and acting throughout,  
the following resolution was adopted:

**RESOLVED**, that the President of this Corporation,  
Donal R. DePriest, and his successors is hereby authorized  
(Name)  
to enter into a Factoring Agreement with Security Agreement with  
Capital-Plus Partners, LLC. and to execute any documents necessary to  
effectuate the terms of the above Agreement with Capital-Plus Partners, LLC.

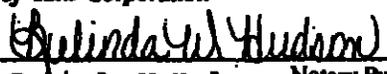
  
(Signature)

Dated this 3RD Day of APRIL, 2007

As witnessed by: \_\_\_\_\_ Title: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

STATE OF MISSISSIPPI )  
COUNTY OF LOWNDES ) ss. )

On this 3rd day of April, A.D., 2007 before me, a Notary Public,  
personally appeared DONALD R. DEPRIEST President of,  
(Name) (Title)  
Wireless Properties of VA, Inc. Delaware corporation/organization, who being by me duly  
(Company) (State)  
sworn, did say that he executed the same as the free act and deed of said Corporation  
and by authority of the Board of Directors thereof.

  
Belinda W. Hudson Notary Public  
Lowndes County, State of  
Mississippi

MY COMMISSION EXPIRES:

NOTARY PUBLIC: STATE OF MISSISSIPPI AT LARGE  
MY COMMISSION EXPIRES: Jan 4, 2009  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Rights to all WPV assets.

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

DELAWARE DEPARTMENT OF STATE  
U.C.C. FILING SECTION  
FILED 02:40 PM 05/03/2007  
INITIAL FILING # 2007 1722858

SRV: 070519854

**A. NAME & PHONE OF CONTACT AT FILER (optional)**  
ucc@ncscredit.com DE SOS

**B. SEND ACKNOWLEDGMENT TO. (Name and Address)**  
NCS UCC Services Group  
PO Box 24101  
Cleveland, OH 44124  
USA  
(800) 826-5256



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names**

**1a ORGANIZATION'S NAME**  
Wireless Properties of Virginia, Inc.

OR **1b INDIVIDUAL'S LAST NAME**

<b>FIRST NAME</b>	<b>MIDDLE NAME</b>	<b>SUFFIX</b>

**1c MAILING ADDRESS**  
1555 King St., Suite 500

<b>CITY</b> Alexandria	<b>STATE</b> VA	<b>POSTAL CODE</b> 22314	<b>COUNTRY</b> USA
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<b>1d SEE INSTRUCTIONS</b>	<b>ADD'L INFO RE ORGANIZATION DEBTOR</b>	<b>1e TYPE OF ORGANIZATION</b> Corporation	<b>1f JURISDICTION OF ORGANIZATION</b> Delaware	<b>1g ORGANIZATIONAL ID #, if any</b> DE-2354468	<input type="checkbox"/> NONE
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**2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names**

**2a ORGANIZATION'S NAME**

OR **2b INDIVIDUAL'S LAST NAME**

<b>FIRST NAME</b>	<b>MIDDLE NAME</b>	<b>SUFFIX</b>

**2c MAILING ADDRESS**

<b>CITY</b>	<b>STATE</b>	<b>POSTAL CODE</b>	<b>COUNTRY</b>

<b>2d SEE INSTRUCTIONS</b>	<b>ADD'L INFO RE ORGANIZATION DEBTOR</b>	<b>2e TYPE OF ORGANIZATION</b>	<b>2f JURISDICTION OF ORGANIZATION</b>	<b>2g ORGANIZATIONAL ID #, if any</b>	<input type="checkbox"/> NONE
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**3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR SP) - insert only one secured party name (3a or 3b)**

**3a ORGANIZATION'S NAME**  
Capital-Plus Partners, LLC

OR **3b INDIVIDUAL'S LAST NAME**

<b>FIRST NAME</b>	<b>MIDDLE NAME</b>	<b>SUFFIX</b>

**3c MAILING ADDRESS**  
7620 Olentangy River Road

<b>CITY</b> Columbus	<b>STATE</b> OH	<b>POSTAL CODE</b> 43235	<b>COUNTRY</b> USA
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**4. This FINANCING STATEMENT covers the following collateral:**

All presently owned or hereafter acquired (a) accounts, (b) accounts receivable, (c) contract rights, (d) chattel paper, (e) instruments, (f) inventory, (g) equipment, (h) all the rights of an unpaid Seller with respect to any personal property that is the subject matter of an Account, including rescision, replevin, claim and delivery, reclamations and stopping in transit, and the Seller's rights to any personal property recovered by such means, (i) rights to any goods represented by any of the foregoing, including repossessed goods, (j) reserves and credit balances arising hereunder, including Contingency Amounts and proceeds of Advances not yet paid to Seller, (k) guarantees or collateral of any of the foregoing and any and all proceeds of any of the foregoing.

Please see attached Security Agreement.

<b>5. ALTERNATIVE DESIGNATION (if applicable)</b>	LESSEEFLESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. UEN	NON-UCC FILING
<b>6. This FINANCING STATEMENT is to be filed (or record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum.</b>	<input type="checkbox"/>					
<b>7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)</b>	<input type="checkbox"/>					
<b>8. OPTIONAL FILER REFERENCE DATA</b>	UCC# U041688					



# Capital-Plus Partners, LLC

ACCOUNTS RECEIVABLE FINANCING/MANAGEMENT

6 April 2009

Wireless Properties of Virginia, Inc.  
208 8<sup>th</sup> Street, N  
Columbus, MS 39701  
ATTN: Donald Depriest

RE: Demand for Payment

Dear Sir:

It is now twenty-four months since Capital-Plus Partners, LLC purchased your receivable from Nextel Spectrum Acquisition Corp. resulting from the Asset Purchase Agreement for the License represented by call sign WQ GK277. As you may recall, our expectation was that the Final Order for the license transfer and subsequent closing would occur within 180 days. It now appears that this transaction may not close before September 2, 2009 based on the latest Request For Extension of Time To Consummate filed with the FCC in February 2009.

Therefore, in accordance with the Factoring Agreement between wireless Properties of Virginia, Inc. and Capital-Plus Partners, LLC, dated 3 April 2007, I hereby make a Demand For Payment of the outstanding advance, fees and related charges due Capital Plus Partners, LLC in the amount of \$1,125,000.00.

Please remit to Capital Plus Partners, LLC, 7620 Olentangy River Road, Columbus, Oh 43235 no later than April 20, 2009.

Sincerely,

Robert D. Setzer  
President

Cc: Dennis C. Brown

CPP has rights to receivable from sale of WPV license asset to Nextel. The assignment application remains pending, but WPV has not reported this CPP interest in the license to the FCC.

Exhibit 3