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 10/9/2008 1:41:00 PM \$21.00
 Book - 9649 Pg - 9376-9381
 Gary W. Ott
 Recorder, Salt Lake County, UT
 METRO NATIONAL TITLE
 BY: eCASH, DEPUTY - EF 6 P.

After Recording, please return to:

CCG Historic Partners Fund VII, LLC
 c/o CityScape Capital Group, LLC
 222 North Sepulveda Blvd.

Suite 2000

El Segundo, California 90245

Attention: Paul Hoffman

Project name: The Children's Center

MNT - 08055592

16-06-401-017

16-06-401-010

MEMORANDUM OF MASTER LEASE AGREEMENT

THIS MEMORANDUM OF MASTER LEASE AGREEMENT (this "Memorandum") is made and entered into as of the date of the last execution, which date is the 8 day of October, 2008, by and between Historic Oquirrh School, LLC., a Utah limited liability company ("Landlord") and HOS Master Tenant, LLC a Utah limited liability company ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Master Lease Agreement dated as of even date with this Memorandum (the "Lease");

WHEREAS, the Lease pertained to certain 1.61 acres of land at 350 S. 400 E. in Salt Lake City, Utah (as more particularly described on Exhibit A, attached hereto and made a part hereof (the "Land"), on which is located a three story historic building (as more particularly defined below, the "Building" and together with the Land, the "Premises"); and

WHEREAS, Landlord and Tenant desire to evidence the Lease in the Official Records of Salt Lake County by the recitations contained in this Memorandum.

NOW, THEREFORE, in consideration of the foregoing and TEN DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord does hereby demise, lease and let unto Tenant the Demised Premises, as follows:

1. The term of the Lease (the "Term") (a) commences on the date on which any portion of the Premises is placed in service for purposes of Section 47(b) of the Code and ends on the later of (i) July 31, 2028 and (ii) 19.5 years after the last date on which any portion of the Premises is placed in service for purposes of Section 47(b) of the Code, unless terminated sooner.

2. This Memorandum is subject to all conditions, terms and provisions of the Lease, which agreement is hereby adopted and made a part hereof by reference to the same in the same manner as if all the provisions thereof were copied herein in full.

3. In the event of a conflict between the terms of the Lease and this Memorandum, the Lease shall prevail. Reference should be made to the Lease for a more detailed description of all matters contained in this Memorandum.

4. Capitalized terms not defined herein shall have the meaning as set forth in the Lease.


**COUNTERPART SIGNATURE PAGE
MASTER LEASE AGREEMENT**

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

LANDLORD:

HISTORIC OQUIRRH SCHOOL, LLC
a Utah limited liability company

By Historic Oquirrh School Manager, Inc.,
a Utah corporation,
Its Manager

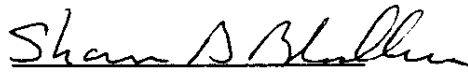
By: 
Douglas F. Goldsmith, Ph.D.
Its President

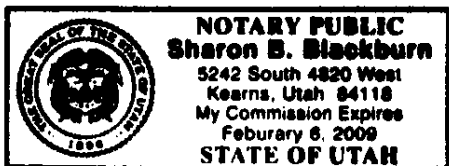
STATE OF UTAH)
) ss.
County of Salt Lake)

On this 30th day of September, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Douglas F. Goldsmith, Ph.D, to me known to be the President of Historic Oquirrh School Manager, Inc., a Utah corporation, the Manager of Historic Oquirrh School, LLC, the limited liability company that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:
2-6-2009


Notary Public in and for the
State of Utah
Residing at _____




**COUNTERPART SIGNATURE PAGE
MASTER LEASE AGREEMENT**

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

TENANT:

HOS MASTER TENANT, LLC,
a Utah limited liability company

By: Historic Oquirrh School Manager, Inc.,
a Utah corporation
Its Manager

By: 
Douglas F. Goldsmith, Ph.D.
President


STATE OF UTAH)
County of Salt Lake) ss.
)

On this 30th day of September, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Douglas F. Goldsmith, Ph.D., to me known to be the President of Historic Oquirrh School Manager, Inc., the Utah corporation, the manager for HOS Master Tenant, LLC, a Utah limited liability company that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

2-6-2009


Notary Public in and for the
State of Utah
Residing at _____

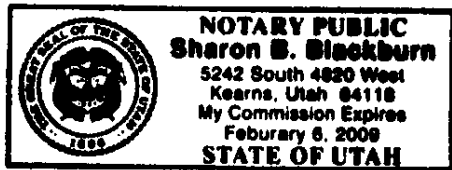


EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

That certain real property located in Salt Lake County, Utah more particularly described as follows:

EXHIBIT A

Order Number: 08056750

PARCEL 1:

Beginning at a point 155.5 feet South from the Northwest corner of Lot 3, Block 36, Plat "B", Salt Lake City Survey; and running thence East 165 feet; thence North 73.00 feet; thence East 82.5 feet; thence South 82.5 feet; thence West 247.5 feet; thence North 9.5 feet to the point of beginning.

PARCEL 2:

Commencing at the Southeast corner of Lot 8, Block 36, Plat "B", Salt Lake City Survey; and running thence North 5 rods; thence East 5 rods; thence North 5 rods; thence East 20 rods; thence South 10 rods to the beginning, according to the official plat thereof recorded in the office of the Salt Lake County Recorder.