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11/02/2007 10:21 AM \$20.00  
Book - 9533 Pg - 2346-2351  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
NORTH AMERICAN TITLE  
2200 POST OAK BLVD STE 100  
HOUSTON TX 77056  
BY: ZJM, DEPUTY - MA 6 P.

**AFTER RECORDING RETURN TO:**  
**NORTH AMERICAN TITLE**  
**2200 Post Oak Blvd., Suite 100**  
**Houston, TX 77056**  
**Attn: Tania Baez**

THIS DOCUMENT WAS PREPARED BY:  
WCP WIRELESS LEASE SUBSIDIARY, LLC  
11900 Olympic Boulevard, Suite 400  
Los Angeles, CA 90064  
Attn: Title Dept.  
WCP #: 78624

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DOCUMENT TITLE: MEMORANDUM OF PURCHASE AND SALE OF  
LEASE AND SUCCESSOR LEASE

GRANTOR/LESSOR: ROBERT E. BARR

GRANTEE/LESSEE: WIRELESS CAPITAL PARTNERS, LLC, a Delaware  
limited liability company

PROPERTY ADDRESS: 47-49 North 800 West, Salt Lake City, UT 84116

PREPARED BY

WIRELESS CAPITAL PARTNERS, LLC  
11900 W. Olympic Blvd., Suite 400  
Los Angeles, California 90064  
Attn: Title Department  
WCP#: 78624

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MEMORANDUM OF PURCHASE AND SALE OF LEASE  
AND SUCCESSOR LEASE

This Memorandum of Purchase and Sale of Lease and Successor Lease (this "Memorandum") is made as of ~~Sept. 26, 2007~~ between ROBERT E. BARR ("Landlord"), and WIRELESS CAPITAL PARTNERS, LLC, a Delaware limited liability company ("WCP").

A. Landlord, as lessor, and AT&T Wireless Services of Utah, Inc. a Nevada corporation, d/b/a AT&T Wireless, as lessee ("Tenant"), are parties to that certain lease dated as of March 1, 2001 (the "Lease"), with respect to the premises described on Exhibit A attached hereto (the "Premises").

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

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

Landlord has sold and assigned and hereby does sell and assign all of its right, title and interest in and to the Lease to WCP, on the terms and subject to the conditions set forth in the Agreement. The Lease expires by its terms on or about March 31, 2008 and contains five (5) option(s) to renew or extend the term for an additional period 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 September 30, 2032. 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: Robert E Barr

WCP:

WIRELESS CAPITAL PARTNERS, LLC,  
a Delaware limited liability company

By: 

Name: Joni Lesage

Its: Treasurer

**[NOTE: ALL SIGNATURES MUST BE PROPERLY NOTARIZED]**

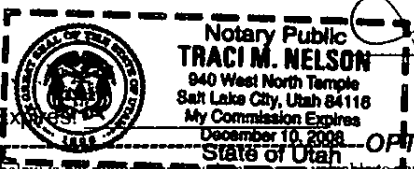
**ALL-PURPOSE ACKNOWLEDGMENT**

State of \_\_\_\_\_  
 County of S.L. SS.  
 On 9/19/07 before me, Traci M Nelson  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
 personally appeared Robert E Barr  
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.  
Traci M Nelson  
Signature of Notary Public



My Commission Expires December 10, 2008 **OPTIONAL**  
State of Utah

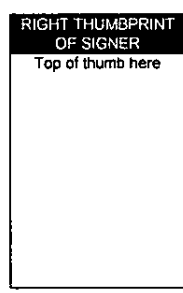
Though the information below is not required by law, it may prove valuable to persons relying on the document and could not prevent fraudulent removal and reattachment of this form to another document.

**1. Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
 Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
 Signer(s) Other Than Named Above: \_\_\_\_\_

**2. 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: \_\_\_\_\_



SCHEDULE A

LEASE DESCRIPTION  
AND  
LEGAL DESCRIPTION

That certain LEASE AGREEMENT dated March 1, 2001, by and between ROBERT E. BARR, whose address is PO Box 526133, Salt Lake City, UT 84152 ("Landlord") and AT&T Wireless Services of Utah, Inc., a Nevada corporation, d/b/a AT&T Wireless ("Tenant"), whose address is 6100 Atlantic Boulevard, Norcross, GA, 30071, for the property located at 47 N 800 W, Salt Lake City, UT 84116.

The Legal Description follows:

BEGINNING 1 ROD SOUTH OF THE SOUTHEAST CORNER OF LOT 7, BLOCK 58, PLAT "C", SALT LAKE CITY SURVEY AND RUNNING THENCE NORTH 6 RODS; THENCE WEST 9 RODS; THENCE SOUTH 6 RODS; THENCE EAST 9 RODS TO THE PLACE OF BEGINNING.

Said property is also known by the street address of:  
47-49 North 800 West  
Salt Lake City, UT 84116

08-35-457-025

**ALL-PURPOSE ACKNOWLEDGMENT**

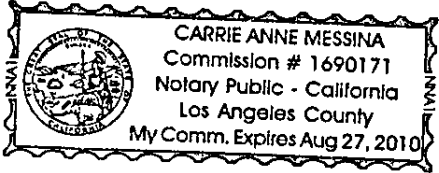
State of **CALIFORNIA** }  
 County of **LOS ANGELES** } ss.

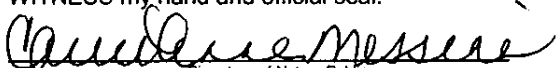
On September 26, 2007, before me, Carrie Anne Messina, Notary Public,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Joni LeSage,  
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.  
  
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.

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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: \_\_\_\_\_

