

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

WIRELESS CAPITAL PARTNERS, LLC
2800 28th Street, Suite 100
Santa Monica, California 90405
Attn: Servicing Manager
WCP #: 253853

9615595
01/20/2006 11:54 AM \$18.00
Book - 9245 Pg - 7875-7879
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
NORTH AMERICAN TITLE CO
2200 POST OAK BLVD #100
HOUSTON TX 77056
BY: SAM, DEPUTY - MI 5 P.

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 JANUARY 3, 2006 between RANDALL G. PETERS ("Landlord"), and WIRELESS CAPITAL PARTNERS, LLC, a Delaware limited liability company ("WCP").

A. Landlord, as successor in interest to Randy G. Peters and Kathryn B. Peters, as lessor, and STC Five LLC, a Delaware limited liability company, as successor in interest to Sprint Spectrum Realty Company, L.P., as successor in interest to Sprint Spectrum L.P., as lessee ("Tenant"), are parties to that certain lease dated as of May 10, 1996, a memorandum of which was recorded on April 8, 1997, as Entry No. 6614736, in Book 7638, Page 2692, Salt Lake County Registry, as amended or supplemented by that certain amendment dated as of May 5, 2003 (the "Lease"), with respect to the premises described on Schedule A attached hereto (the "Premises").

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

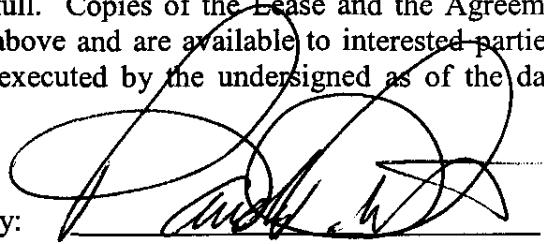
For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto acknowledge and/or agree as follows:

Landlord has sold and assigned and hereby does sell and assign all of its right, (except for those certain remedy rights set forth in the Agreement), 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 May 9, 2006 and contains three (3) 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 May 9, 2021. 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:



Randall G. Peters

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

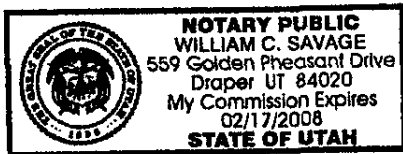
State of Utah }
 County of Salt Lake } ss.

On 12/20/05 before me, William C. Savage, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Randall & Peters
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.

[Signature]
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: _____

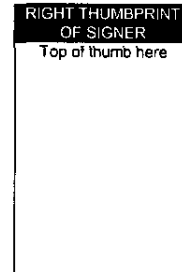
Signer(s) Other Than Named Above: _____

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: _____



ALL-PURPOSE ACKNOWLEDGMENT

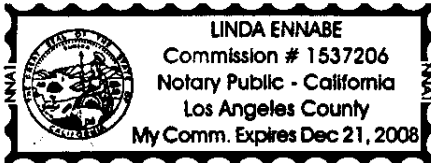
State of California
 County of Los Angeles

} ss.

On 01-03-2006 before me, Linda Ennabe, 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(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.

Linda Ennabe
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

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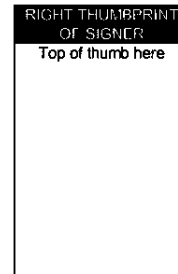
Signer(s) Other Than Named Above: _____

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: _____



SCHEDULE A

LEGAL DESCRIPTION
AND
LEASE DESCRIPTION

That certain PCS Site Agreement dated May 10, 1996, by and between Randall G. Peters, as successor in interest to Randy G. Peters and Kathryn B. Peters, whose address is 1020 South 700 West, Salt Lake City, UT 84104 ("Landlord") and STC Five LLC, as successor in interest to Sprint Spectrum Realty Company, L.P., as successor in interest to Sprint Spectrum, L.P. ("Tenant"), whose address is c/o Sprint, 6391 Sprint Parkway, Mailstop KSOPHT0101-Z2650, Overland Park, KS 66251 for the property located at 1020 South 700 West, Salt Lake City, UT 84104 for which a Memorandum of PCS Site Agreement is duly recorded on April 8, 1997, as Entry No. 6614736, in Book 7638, Page 2692 of the Salt Lake County Registry.

The property is further described as follows:

Commencing 115 feet North from the Southeast corner of Lot 15, Block 8, Five Acre Plat "B", Big Field Survey; thence North 125 feet; thence West 363 feet; thence South 125 feet; thence East 363 feet to the beginning.

Tax Parcel No. 15-11-428-030