



MISC 2014031744



MAY 01 2014 10:38 P 7

Fee amount: 46.00
FB: 23-05660
COMP: MB

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
05/01/2014 10:38:26.00



2014031744

THE ABOVE SPACE IS RESERVED FOR THE REGISTER OF DEEDS RECORDING INFORMATION

**THIS PAGE INCLUDED
FOR INDEXING**

PREPARED BY AND
WHEN RECORDED MAIL TO:

Joshua L. Wade
c/o Wireless Capital Partners, LLC
11900 Olympic Boulevard, Suite 400
Los Angeles, California 90064
Attention: Title Department
Asset# 404964

MEMORANDUM OF PURCHASE AND SALE OF LEASE AND SUCCESSOR LEASE AGREEMENT

This Memorandum of Purchase and Sale of Lease and Successor Lease Agreement (this "Memorandum") is made as of the later of the dates set forth below the signatures to this Memorandum (such date, the "Effective Date"), between 2223 Dodge Street Master Tenant, LLC, a Nebraska limited liability company ("Landlord"), 2223 Dodge Street LLC, a Nebraska limited liability company ("Property Owner") and WCP III, LLC, a Delaware limited liability company ("Buyer").

A. Property Owner and Landlord entered into that certain Lease Agreement (as may be amended or assigned, the "Master Lease"), dated as of April 19, 2012, a memorandum of which was recorded on May 30, 2012, in the Register of Deeds, Douglas County, Nebraska as Instrument No. 2012052314, pursuant to which Property Owner granted a lease to Landlord for a portion of the Property of which the Premises (as hereinafter defined) forms a part

B. Landlord, as lessor, and USCOC of Greater Iowa, Inc. a Pennsylvania corporation ("Tenant"), as lessee, are parties to the lease described on Schedule A, attached hereto and incorporated herein by reference (as amended or supplemented, the "Lease"), with respect to the premises therein described (the "Premises"). The Premises form a part of the real property described on Schedule B, attached hereto and owned by Property Owner.

C. Landlord, Property Owner, and Buyer are parties to a Purchase and Sale of Lease and Successor Lease Agreement (the "Agreement"), dated as of the Effective Date, pursuant to which Landlord and Property Owner (as applicable) have, among other things, sold and assigned to Buyer, all of Landlord's and Owner's right, title and interest in, under, 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 Buyer's rights under the Agreement (all capitalized terms used herein, but not otherwise defined, shall have the meanings ascribed thereto in the Agreement).

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 leased the Premises to Tenant and the expiration date of the Lease (taking into account all options in favor of the Tenant to extend the term of the Lease) occurs on or about October 13, 2035. As of the Effective Date, Landlord and Property Owner have sold and assigned, and hereby do sell and assign, all of its right, title and interest in and to the Lease to Buyer, on the terms and subject to the conditions set forth in the Agreement. Additionally, pursuant to the Agreement, Landlord and Property Owner have, and hereby do, lease the Premises to Buyer on the terms and subject to the conditions set forth in the Agreement pertaining to the Successor Lease. The Successor Lease is for a term commencing upon the expiration or termination of the Lease and ending on the Reversion Date. 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 Buyer at the address of Buyer above and are available to interested parties upon request. This Memorandum has been duly executed by the undersigned as of the Effective Date.

[Signatures Appear on the Following Page]

Landlord:

2223 Dodge Street Master Tenant, LLC,
a Nebraska limited liability company

By: Heistand Holdings Limited Liability Company,
a Nebraska limited liability company, its manager

By: [Signature]
Name: Todd Heistand
Title: Manager

Date: 3-27-14

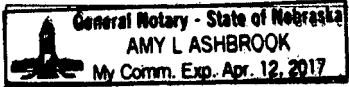
STATE OF NE)
COUNTY OF Dodge)

On March 27, 2014, before me, Amy L Ashbrook, a Notary Public, personally appeared Todd Heistand, who 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 he/she executed the same in his authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of NE that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature [Signature] (Seal)

[Signatures Continue on the Following Page]



Property Owner:

2223 Dodge Street LLC,
a Nebraska limited liability company

By: Heistand Holdings Limited Liability Company,
a Nebraska limited liability company, its manager

By: [Signature]
Name: Todd Heistand
Title: Manager

Date: 3-27-14

STATE OF NE)

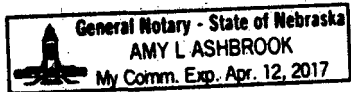
COUNTY OF Douglas)

On March 27 2014, before me, Amy L Ashbrook, a Notary Public, personally appeared Todd Heistand who 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 he/she executed the same in his authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of NE that the foregoing paragraph is true and correct.


WITNESS my hand and official seal.
Signature [Signature] (Seal)

[Signatures Continue on the Following Page]



Buyer:

WCP III, LLC,
a Delaware limited liability company

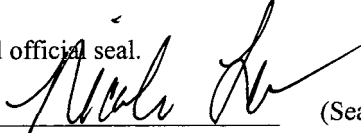
By: 
Name: **Joshua L. Wade**
Title: Authorized Signatory

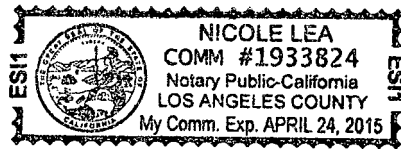
Date: 3/28/14

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On 3/28/14, before me, **Nicole Lea**, a Notary Public, personally appeared Joshua L. Wade, who 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 he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature  (Seal)



Schedule A

Lease Description

That certain Facilities Space Lease dated October 14, 2004, by and between 2223 DODGE STREET MASTER TENANT LLC, a Nebraska limited liability company as successor in interest to Mid City Bank Inc., a Nebraska corporation and USCOC of Greater Iowa, Inc., a Pennsylvania corporation .

Schedule B

Legal Description

An interest in land, said interest being over a portion of the following described parent parcel:

Parcel 1:

Sublots 2, 5, 6 and 7 of Lot 3 and the North 146 feet of Sublot 4 of Lot 3, and the West 7.76 feet of the North 146 feet of Sublot 1 of Lot 3, all in Capitol Addition, an Addition to the City of Omaha, in Douglas County, Nebraska; together with

Sublots 8, 9 and 10 of Lot 3 and the South 152 feet of Sublot 4 of Lot 3 and Sublot 3 of Lot 3, except the East 3.0 feet thereof, in Capitol Addition, an Addition to the City of Omaha, in Douglas County, Nebraska.

Parcel 2:

The East 3.0 feet of Sublot 3 of Lot 3 and the North 152 feet of the South 168 feet of Sublot 1 of Lot 3, and the West 49.0 feet of the South 152 feet of Sublot 7 of Lots 2 and 3, in Capitol Addition, an Addition to the City of Omaha, Douglas County Nebraska.

Parcel 3:

Easement for ingress and egress as contained in the Easement Agreement filed February 9, 1988 in Book 839 at Page 78, Miscellaneous Records, Douglas County, Nebraska.