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Doc#: 0802441063 Fee: \$34.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/24/2008 12:07 PM Pg: 1 of 6

PREPARED BY: ~~AND~~
~~WHEN RECORDED RETURN TO:~~

WIRELESS CAPITAL PARTNERS, LLC
11900 West Olympic Boulevard, Suite 400
Los Angeles, California 90064
Attn: Title Department
WCP #53302

MEMORANDUM OF ASSIGNMENT

This MEMORANDUM OF ASSIGNMENT (this "Memorandum") is made as of August 31, 2007 between **Wireless Capital Partners, LLC**, a Delaware limited liability company ("Assignor"), and **MW Cell REIT 1 LLC**, a Delaware limited liability company ("Assignee").

1. Assignor and Three Thousand Cheltenham Partners, LLC, an Illinois limited liability company, as Landlord, are parties to a Purchase and Sale of Lease and Successor Lease dated November 1, 2006 (the "Agreement"), a memorandum of which was recorded in Cook County, Illinois on 1/12/2007 in/as #0701210096 relating to an interest in the real property described on attached Schedule A. Pursuant to an Assignment dated December 7, 2006, a memorandum of which was recorded in Cook County, Illinois on 2/8/2007 in/as #0703917088, Assignor transferred and assigned all of its right, title and interest in and to the Agreement and the subject matter thereof including, without limitation, all amounts due and payable thereunder, to WCP Wireless Lease Subsidiary, LLC, a Delaware limited liability company ("WCPWLS").

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2. Pursuant to an assignment dated August 31, 2007, a memorandum of which is about to be recorded immediately prior hereto, WCPWLS transferred and assigned all of its right, title and interest in and to the Agreement and the subject matter thereof including, without limitation, all amounts due and payable thereunder, to Assignor.

3. Pursuant to an Assignment dated August 31, 2007 (the "Assignment"):
(i) Assignor has transferred and assigned, and in confirmation thereof hereby transfers and assigns, all of its right, title and interest in and to the Agreement and the subject matter thereof including, without limitation, all amounts due and payable thereunder, to Assignee; and (ii) Assignee has assumed all liabilities of Assignor under the Agreement which accrue or relate to the period from and after the date hereof.

4. Assignor executes this Memorandum to provide constructive notice of the existence of the Assignment, and of Assignee's rights and obligations under the Assignment.

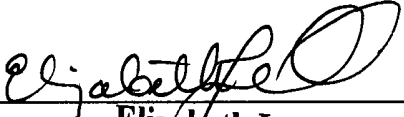
5. The terms and conditions of the Assignment are incorporated herein by reference as if set forth herein in full. Copies of the Agreement and the Assignment are maintained by WCP at its offices at 11900 West Olympic Boulevard, Suite 400, Los Angeles, California 90064.

[Signature page follows]

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In witness whereof, the undersigned, pursuant to proper authority, has duly executed, sealed, acknowledged and delivered this instrument as of the day and year first above written.

**Witness #1 as to land in CT, DE, FL,
GA, LA, PA & SC and all other states:**


Name: Elizabeth Lawwill

**Witness #2 as to land in CT, DE, FL,
GA, LA, PA & SC:**



Name: Jennifer Matkins

Notary Public as to land in GA & LA:

Name: _____
Title: Notary Public

ASSIGNOR:

**WIRELESS CAPITAL PARTNERS,
LLC, a Delaware limited liability company**

By: 
Name: Keith Drucker
Title: Authorized Officer

[Acknowledgment follows]

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County of Los Angeles, State of California:

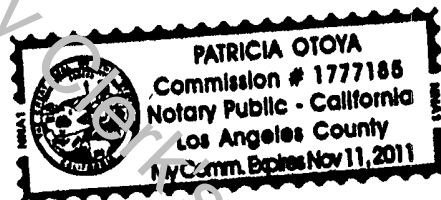
Multi-State LLC (by Individual) Acknowledgment:

On 8/31, 2007, before me, the undersigned officer, personally appeared Keith Drucker, who acknowledged himself / herself to me (or proved to me on the basis of satisfactory evidence) to be the Authorized Officer of the foregoing limited liability company (hereinafter, the "LLC"); and that as such officer, being duly authorized to do so pursuant to its bylaws or operating agreement, executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the LLC by himself in his authorized capacity as such officer as his free and voluntary act and deed and the free and voluntary act and deed of said LLC. Witness my hand and official seal.

Supplemental Acknowledgment pursuant to Uniform Acknowledgment Act and also prescribed form of CA Acknowledgment:

On 8/31, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Keith Drucker, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument. Witness my hand and official seal.


Notary Public Patricia Otoy



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SCHEDULE A Legal Description

LOTS 36, 37 AND 38 IN FIRST EAST ADDITION TO CHELTENHAM BEACH,
BEING A SUBDIVISION OF LOTS 53 TO 59 INCLUSIVE IN DIVISION 1 OF
WESTFALL'S SUBDIVISION IN THE SOUTH HALF OF SECTION 30, TOWNSHIP
38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

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Recorded by:

Chicago Title #1207-0646 (Bluetooth)
711 Third Ave, #500, NY, NY 10017
(800) 525-2511

Return to:

Chicago Title #1207-0646 (Bluetooth)
711 Third Ave, #500, NY, NY 10017
(800) 525-2511