After Recording, please return to:

The Children's Center Attn: Karen J. Hansen 1855 East Medical Drive Salt Lake City, UT 84112 10538327 10/9/2008 1:41:00 PM \$19.00 Book - 9649 Pg - 9371-9375 Gary W. Ott Recorder, Salt Lake County, UT METRO NATIONAL TITLE BY: eCASH, DEPUTY - EF 5 P.

MNT-08055592

16-06-401-017

MEMORANDUM OF GROUND LEASE

16-06-401-010

THIS MEMORANDUM OF GROUND LEASE (this "Memorandum") is made and entered into as of the date of the last execution, which date is the <u>f</u> day of October, 2008, between The Children's Center, a Utah nonprofit corporation ("<u>Ground Lessor</u>"), and Historic Oquirrh School, LLC., a Utah limited liability company ("<u>Ground Lessee</u>").

WITNESSETH:

WHEREAS, Ground Lessor and Ground Lessee entered into that certain Ground Lease 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, Ground Lessor and Ground Lessee 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, Ground Lessor does hereby demise, lease and let unto Ground Lessee the Demised Premises, as follows:

- 1. The term of the Lease (the "<u>Term</u>") shall: (a) commence on the Commencement Date; and (b) continue until the Scheduled Expiration Date, 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 GROUND LEASE

IN WITNESS WHEREOF, Ground Lessor and Ground Lessee have executed this Memorandum effective as of the date first written above.

GROUND LESSEE:

	GROUND LESSEE:
	HISTORIC OQUIRRH SCHOOL, LLC
	By HISTORIC OQUIRRH SCHOOL MANAGER, INC., a Utah corporation, its Manager By: Douglas F. Goldsmith, Ph.D. Its President
STATE OF UTAH)	
County of Salt Lake)	SS.
in and for said State, personally appeare President of Historic Oquirth School Ma Oquirth School, LLC, the limited liability acknowledged to me that the said instrument	, 2008, before me, the undersigned, a Notary Public d Douglas F. Goldsmith, Ph.D, to me known to be the anager, Inc., a Utah corporation, the Manager of Historic ty company that executed the foregoing instrument, and ment is the free and voluntary act and deed of said herein mentioned, and on oath stated that he is authorized
WITNESS MY HAND and official seal first above written.	hereto affixed the day, month and year in this certificate
My commission expires:	Shan Block Notary Public in and for the State of Uth
NOTARY PUBLIC Sharon B. Blackburn 5242 South 4820 West	Residing at

COUNTERPART SIGNATURE PAGE GROUND LEASE

IN WITNESS WHEREOF, Ground Lessor and Ground Lessee have executed this Memorandum effective as of the date first written above.

GROUND LESSOR:

THE CHILDREN'S CENTER

Douglas F. Goldsmith, Ph.D.
Its Executive Director

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 Executive Director of The Children's Center, 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:

\[\frac{\frac{1}{2-6-2009}}{\frac{1}{2}} \]

Notary Public in and for the State of \[\frac{11+ah}{2} \]

Residing at \[\frac{1}{2} \fra

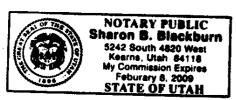


EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

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

857001_1 4

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.