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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
04/09/2012 12:45 PM
FEE \$28.00 Pgs: 5
DEP RT REC'D FOR PACIFIC DENTAL SE
RVICES

When Recorded, Return to:)
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)
Pacific Dental Services, Inc.)
2860 Michelle Drive, 2nd Floor)
Irvine, CA 92606)
Attention: Real Estate Department)

14-317-0001 PT, 14-021-0044, 0120, 0118, 0115
14-317-0002 0066, 0102, 0116

Space above this line for Recorder's use only

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE dated as of December 6, 2011, is by and between CLINTON CORNERS, LLC, a Utah limited liability company ("**Landlord**") and PACIFIC DENTAL SERVICES, INC., a California corporation ("**Tenant**"). All capitalized terms used and not otherwise defined in this Memorandum of Lease, but defined in the Lease (as defined below), shall have the same meaning in this Memorandum of Lease as in the Lease.

WITNESSETH:

1. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord those certain premises consisting of approximately (i) two thousand seven hundred (2,700) square feet, and (ii) one thousand five hundred (1,500) square feet, respectively (collectively, the "**Premises**"), together with the non-exclusive right to use the Common Areas of the Shopping Center (as hereinafter defined), located in the retail shopping center commonly known as the Clinton Corners Shopping Center owned by Landlord, located in the City of Clinton, County of Davis, State of Utah (the "**Shopping Center**"), as legally described on Exhibit "A" attached hereto, at the rental and upon all of the terms and conditions set forth in those certain Leases dated November 30, 2011, between the parties hereto which are incorporated herein by this reference (collectively, the "**Leases**").

2. The Initial Term of the Leases shall be for the period of ten (10) years following the Commencement Date, unless sooner terminated or extended under the terms and conditions contained in the Lease.

3. Tenant has been granted options to extend the Term of each Lease for up to two (2) additional Option Terms of five (5) years each, exercisable in accordance with the terms of each Lease.

4. Pursuant to the terms of Section 6.4 of each Lease, Landlord hereby grants to Tenant the following exclusive use rights within the Shopping Center:

"Landlord hereby grants Tenant the exclusive use to provide general dentistry and specialty dentistry (including, without limitation, orthodontics, pediatric dentistry, endodontics, periodontics, prosthodontics, and oral and maxillofacial surgery) services and operations in the Shopping Center. Accordingly, Landlord agrees that it shall not lease, sell or otherwise convey to, or otherwise permit the

HF 202

operation of, any other tenant or occupant to provide any amount of general dentistry or specialty dentistry (including, without limitation, orthodontics, pediatric dentistry, endodontics, periodontics, prosthodontics, and oral and maxillofacial surgery) services and/or operations within the Shopping Center (the "Exclusive Use"). The foregoing Exclusive Use restrictions shall automatically terminate as of the date which is the earliest of (i) a change in the Initial Permitted Use set forth in Section 1.1.K (such that the Premises are used for purposes entirely other than any amount of general and or specialty dentistry services or operations); or (ii) the expiration or earlier termination of the Lease."

5. Notwithstanding anything to the contrary contained in this Memorandum of Lease, should there be any inconsistency between the terms of this instrument and the Leases, the terms of the Leases shall prevail.


6. Landlord and Tenant intend and agree that the covenants and restrictions contained in Paragraph 4 of this Memorandum of Lease are covenants that run with the land and shall be binding upon the successive owners of the Shopping Center. The rights and obligations contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees, heirs, executors, personal representatives and assigns.

7. At the expiration or earlier termination of the Leases, Tenant will execute and return to Landlord for recording, a quitclaim deed or other release of the memorandum of lease in recordable form and properly executed (and notarized) by Tenant, together with any other instruments or assurances requested by Landlord.

IN WITNESS WHEREOF, each of the parties hereto has executed this instrument on the respective dates set opposite their signatures below.

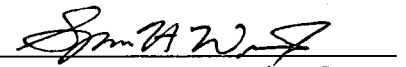
TENANT:

PACIFIC DENTAL SERVICES, INC.,
a California corporation

By: 
Name: Brady Aase
Title: CFO

LANDLORD:

CLINTON CORNERS, LLC,
a Utah limited liability company

By: 
Name: SPENCER H. WRIGHT
Title: MANAGER

FOR TENANT'S NOTARY:

STATE OF CALIFORNIA)
)
COUNTY OF Orange) ss:

On December 6, 2011 before me, Kimberly M. Taylor (here insert name of the officer), Notary Public, personally appeared Brady Aase, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

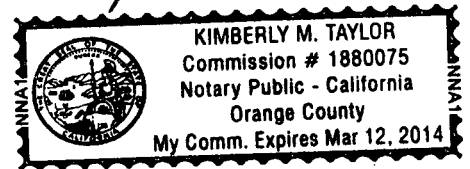
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Kimberly M. Taylor
Notary Public

FOR LANDLORD'S NOTARY:

STATE OF UTAH)
)
COUNTY OF Davis) ss:



On November 29, 2011, 2011 before me, Nobalee W. Rhoades (here insert name of the officer), Notary Public, personally appeared Spencer H. Wright, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Nobalee W. Rhoades
Notary Public

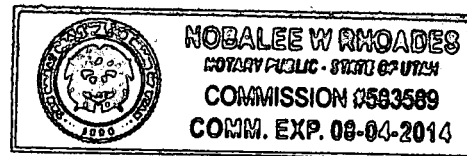


EXHIBIT "A"

LEGAL DESCRIPTION OF THE SHOPPING CENTER

Beginning at a point which is the West line of 2000 West Street and the North line of 1630 North Street which point is South 0°09'39" West 890.00 feet along the section line and North 89°59'06" West 33.00 feet from the East Quarter Corner of Section 28, Township 5 North, Range 2 West, Salt Lake Base and Meridian, Davis County, Utah and running thence North 89°59'06" West 148.50 feet along the North line of said street; thence North 0°09'39" East 130.00 feet along the East line of Lot 3, Johnston Subdivision; thence along the boundary of Lot 1 of Johnston Subdivision the following 3 courses and distances: North 89°59'06" West 86.80 feet, North 0°09'39" East 100.00 feet; South 89°59'06" East 85.30 feet; thence North 0°09'39" East 452.00 feet; thence North 89°59'06" West 25.00 feet; thence North 0°09'39" East 166.00 feet; thence along the Southerly line of 1800 North Street the following courses and distances: South 89°59'06" East 85.00 feet, South 0°09'31" West 14.40 feet, South 89°59'06" East 66.60 feet; thence along the Westerly line of 2000 West Street the following courses and distances: South 0°09'39" West 61.46 feet, South 89°50'21" East 13.38 feet, South 0°09'39" West 152.35 feet, South 01°45'16" East 237.79 feet, South 89°50'21" East 2.07 feet, South 0°09'39" West 382.08 feet to the point of beginning, containing 3.076 acres.