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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.

After Recording, please return to:

The Children's Center  
Attn: Karen J. Hansen  
1855 East Medical Drive  
Salt Lake City, UT 84112

MNT-08055592

16-06-401-017

16-06-401-010

**MEMORANDUM OF GROUND LEASE**

THIS MEMORANDUM OF GROUND LEASE (this "Memorandum") is made and entered into as of the date of the last execution, which date is the 8 day of October, 2008, between The Children's Center, a Utah nonprofit corporation ("Ground Lessor"), and Historic Oquirrh School, LLC., a Utah limited liability company ("Ground Lessee").

**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 "Term") 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.





EXHIBIT A

**LEGAL DESCRIPTION OF THE PREMISES**

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

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.