

### RECOGNITION AGREEMENT

THIS RECOGNITION AGREEMENT (this "Agreement") is made and entered into this 16 day of December, 2009, by and between **MEDICAL LEASING LTD.**, a Utah limited partnership, having an address at 3125 E Kennedy Dr., No. 1003, Salt Lake City, Utah 84108 with copies to Clyde Snow & Sessions, 201 South Main, Suite 1300, Salt Lake City, Utah 84111, Attention: Charles R. Brown ("Fee Owner"), and **SALT LAKE PSYCHIATRIC REALTY, LLC**, a Utah limited liability company, having an address at c/o Ascend Health Corporation, 280 Madison Avenue, Suite 305, New York, New York 10016, Attention: CEO, with copies to Benesch, Friedlander, Coplan & Aronoff, LLP, 200 Public Square, Suite 2300, Cleveland, Ohio 44114, Attention: Real Estate Department Chair ("Tenant").

### RECITALS

A. Fee Owner is the lessor under a certain Ground Lease (as amended, the "Major Lease") with Bell Square L.L.C. (f/k/a Bellwood L.L.C.), as lessee ("Landlord"), dated as of October 11, 2007, a short form of which was recorded with the Salt Lake County, Utah Recorder on October 17, 2008, at Book 9652, Page 1582, which demises certain real property located at approximately the northwest corner of 700 East and 3900 South in the City of South Salt Lake, County of Salt Lake, State of Utah (the "Premises"), as more particularly described on Exhibit "A" attached hereto and made a part hereof.

B. Pursuant to a Lease Agreement dated as of October 6, 2009 (the "Sublease"), Landlord leased to Tenant a portion of the Premises, which portion is identified on Exhibit "B" attached hereto and made a part hereof (the "Demised Premises").

NOW, THEREFORE, it is agreed as follows:

1. Fee Owner warrants and represents as follows:
  - (i) that it is the owner of the Premises, subject to the rights of the Landlord in the Premises under the Major Lease,
  - (ii) that the Major Lease is unmodified, except as set forth on Exhibit "C" attached hereto and made a part hereof, and is in full force and effect,
  - (iii) that the term of the Major Lease expires on November 1, 2057,
  - (iv) that neither Landlord nor Fee Owner is in default under the Major Lease nor to the knowledge of Fee Owner has any event occurred which would after notice and the passage of time become a default of Landlord or Fee Owner under the Major Lease, and
  - (v) the Major Lease constitutes the entire agreement between Landlord and Fee Owner with respect to the Premises.

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### COURTESY RECORDING

This document is being recorded solely as a courtesy to the parties.  
 Title West assumes no responsibility for the contents hereof and  
 makes no representations as to the effect or validity of this document

2. Fee Owner hereby acknowledges receipt of a copy of, and consents to and approves, the Sublease and all of the terms, covenants and provisions thereof, and agrees that the exercise by Tenant of any of the rights, remedies and options contained therein shall not constitute a default under the Major Lease.

3. Fee Owner agrees that whenever it has an obligation with respect to the Premises, or its consent or approval is required for any action of Landlord under the Major Lease, then, to the extent such obligation, consent or approval relates to the Demised Premises or Tenant's use and occupation thereof, it will perform such obligation and will not unreasonably withhold or unduly delay such consent or approval.

4. Provided that Tenant is not in default under the Sublease or this Recognition Agreement beyond any applicable notice and cure period and continues to timely perform its obligations and comply with its covenants under each, Fee Owner shall not, in the exercise of any of the rights arising or which may arise out of the Major Lease or of any instrument modifying or amending the same or entered into in substitution or replacement thereof, take any action to disturb or deprive Tenant in, or of, its possession or its rights to possession of the Demised Premises or of any right or privilege granted to or inuring to the benefit of Tenant under the Sublease.

5. Provided that Tenant is not in default under the Sublease or this Recognition Agreement beyond any applicable notice and cure period and continues to timely perform its obligations and comply with its covenants under each, and subject further to the terms and conditions set forth in that certain Subordination Agreement; Acknowledgment of Lease Assignment, Estoppel, Attornment and Non-Disturbance Agreement between Landlord, Tenant and Landlord's lender, Wells Fargo Bank, National Association, in the event of the termination of the Major Lease by reentry, notice, conditional limitation, surrender, summary proceeding or other action or proceeding, or otherwise, or, if the Major Lease shall terminate or expire for any reason before any of the dates provided in the Sublease for the termination of the initial or renewal terms of the Sublease and if immediately prior to such surrender, termination or expiration the Sublease shall be in full force and effect, Tenant shall not be made a party in any removal or eviction action or proceeding taken by Fee Owner nor shall Tenant be evicted or removed of its possession or its right of possession be disturbed or in any way interfered with by any action taken by Fee Owner, and the Sublease shall continue in full force and effect in accordance with its terms as a direct lease from Fee Owner to Tenant.

6. (a) If the Major Lease terminates (i) because either Landlord or Fee Owner has exercised an option or right to terminate the Major Lease, (ii) by operation of law, or (iii) by mutual agreement between Fee Owner and Landlord, Tenant may elect to continue the Sublease in full force and effect notwithstanding such termination of the Major Lease, as provided in this Section 6.

(b) On such election by Tenant, the Sublease shall continue as a direct lease between Fee Owner and Tenant for the remainder of the term of the Sublease without the necessity of executing a new sublease, but subject to a condition of execution by Tenant of a reasonable form of estoppel or other appropriate documentation requested by Fee Owner, on the same terms and conditions as are in effect under the Sublease (including rights of Tenant to

renew the term of the Sublease, if any) immediately preceding the termination of the Major Lease.

(c) If Landlord has elected to terminate the Sublease as a result of fire or other casualty or a condemnation in accordance with the terms of the Sublease, and Landlord has concurrently exercised a right to terminate the Major Lease for the same reason, Fee Owner shall so notify Tenant, and Tenant may, within twenty (20) days after receipt of such notice from Fee Owner, give Fee Owner notice of the exercise by Tenant of any right or option granted to Tenant under the Sublease in which event Landlord's notice of termination of the Sublease shall be void, and the provisions of subsection (b) above shall apply.

7. Fee Owner agrees to subordinate any statutory landlord's lien it may hold on Tenant's personal property to that of any bonafide third party lender providing financing which directly benefits Tenant's operations in the Demised Premises. However, Fee Owner will refuse and will otherwise not be required to subordinate its lien or priority as to Tenant's equipment or trade fixtures, and Landlord will be entitled to refuse subordination if loans are not directly related to the Premises and Tenant's conduct of business in the Demised Premises.

8. Any notices, consents, approval, submissions, demands or other communications given under this Agreement shall be in writing. Unless otherwise required by law or governmental regulation, notices shall be deemed given if sent (i) by registered or certified mail, return receipt requested, postage prepaid, or (ii) by national, reputable, overnight courier service (such as Federal Express), (a) to Fee Owner, at the address of Fee Owner as hereinabove set forth or such other address as Fee Owner may designate by Notice to the other parties hereto, (b) to Tenant, at the address of Tenant as hereinabove set forth, or (c) such other address or persons as tenant may designate by notice to the other parties hereto. During the period of any postal strike or other interference with the mails, personal delivery shall be substitute for registered or certified mail. All notices shall become effective only on the receipt or rejection of same by the proper parties.

9. This Agreement and the exhibits attached hereto set forth the entire agreement between the parties with respect to the subject matter set forth herein. No modification, amendment, waiver or release of any provision of this Agreement or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be asserted. In the event that any provision or section of this Agreement is rendered invalid by the decision of any court or by the enactment of any law, ordinance or regulation, such provision or section of this Agreement shall be deemed to have never been included therein, and the balance of this Agreement shall continue in effect in accordance with its terms.

10. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors, assigns and sublessees.

11. This Agreement may be executed in counterparts with the same force and effect as if executed in one complete document with the original signatures of all parties. At the election of either party hereto, this Agreement may be recorded in the office of the county recorder for Salt Lake County, Utah.

12. This Agreement shall be construed in accordance with the laws of the State of Utah.

(remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under seal the date first above written.

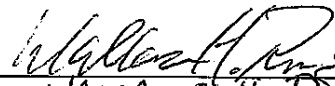
FEE OWNER:

**MEDICAL LEASING LTD.**

a Utah limited partnership

By: Ring Enterprises, Inc.

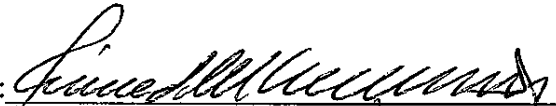
Its: General Partner

By:   
Name: WALLACE H. RING  
Title: PRESIDENT

TENANT:

**SALT LAKE PSYCHIATRIC REALTY, LLC**

a Utah limited liability company

By:   
Name: RICHARD A. KRESCH  
Title: CEO

STATE OF Utah )  
 ) SS:  
COUNTY OF Salt Lake )

Personally appeared before me, a Notary Public in and for the above County and State, Wallace H. King, known personally by me and acknowledged by me to be on the date of execution, the President of Ring Enterprises, Inc., General Partner of **MEDICAL LEASING LTD.**, a Utah limited partnership, and he/she executed the foregoing for and on behalf of said limited partnership being thereunto duly authorized.

Witnessed by hand and this notarial seal this 16 day of October, 2009.

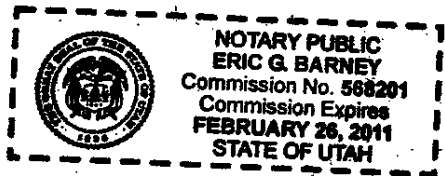
Notary: [Signature]

Print Name: Eric Barney

Notary Public, State of Utah

My Commission expires: 2-26-2011

[NOTARIAL SEAL]



STATE OF New York )  
 ) SS:  
COUNTY OF NY )

Personally appeared before me, a Notary Public in and for the above County and State, Richard A. Wosch, known personally by me and acknowledged by me to be on the date of execution, the CEO of **SALT LAKE PSYCHIATRIC REALTY, LLC**, a Utah limited liability company, and he/she executed the foregoing for and on behalf of said limited liability company being thereunto duly authorized.

Witnessed by hand and this notarial seal this 15 day of December, 2009.

Notary: [Signature]

Print Name: David Lever

Notary Public, State of New York

My Commission expires: May 21, 2011

[NOTARIAL SEAL]

DAVID LEVER  
Notary Public, State of New York  
No. 01LE6166345  
Qualified in New York County  
Commission Expires May 21, 2011

EXHIBIT "A"  
DESCRIPTION OF PREMISES

PROPERTY LOCATED IN THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN

BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF 3900 SOUTH STREET, SAID POINT BEING NORTH 00°12'23" EAST 7.00 FEET AND SOUTH 89°58'25" EAST ALONG SAID NORTH LINE 250.58 FEET FROM THE SOUTHWEST CORNER OF LOT 1, BLOCK 19, 10 ACRE PLAT "A" BIG FIELD SURVEY AND RUNNING

THENCE NORTH	00°12'11"	EAST	350.05 FEET;
THENCE NORTH	89°59'06"	WEST	50.64 FEET;
THENCE NORTH	00°12'11"	EAST	52.54 FEET;
THENCE NORTH	89°59'08"	WEST	199.88 FEET;
THENCE SOUTH	00°12'23"	WEST	36.05 FEET;
THENCE NORTH	89°59'03"	WEST	30.06 FEET;
THENCE SOUTH	00°12'44"	WEST	54.00 FEET;
THENCE NORTH	89°58'48"	WEST	132.90 FEET;
THENCE NORTH	00°12'23"	EAST	230.44 FEET;
THENCE SOUTH	89°59'25"	EAST	162.96 FEET;
THENCE NORTH	00°12'23"	EAST	25.00 FEET TO THE NORTHWEST
CORNER OF SAID LOT 1;			
THENCE SOUTH	89°59'25"	EAST ALONG THE NORTH LINE OF SAID LOT 1	
518.66 FEET;			
THENCE SOUTH	00°11'40"	WEST	100.11 FEET;
THENCE SOUTH	89°58'25"	EAST	55.55 FEET;
THENCE SOUTH	00°11'40"	WEST	42.67 FEET;
THENCE SOUTH	89°58'25"	EAST	123.93 FEET TO THE WEST RIGHT-
OF-WAY LINE OF 700 EAST STREET;			
THENCE SOUTH	00°11'40"	WEST ALONG SAID WEST LINE	112.41 FEET;
THENCE NORTH	89°58'25"	WEST	166.00 FEET;
THENCE SOUTH	00°11'40"	WEST	300.00 FEET TO THE NORTH
RIGHT-OF-WAY LINE OF 3900 SOUTH STREET;			
THENCE NORTH	89°58'25"	WEST ALONG SAID NORTH LINE	34.16 FEET;
THENCE SOUTH	85°07'31"	WEST ALONG SAID NORTH LINE	150.56 FEET;
THENCE NORTH	89°58'25"	WEST ALONG SAID NORTH LINE	98.07 FEET
TO THE POINT OF BEGINNING.			

CONTAINS: 5.921 ACRES, MORE OR LESS, (AS DESCRIBED)

Tax ID No: 16-31-429-021

**EXHIBIT "B"**  
**DESCRIPTION OF THE DEMISED PREMISES**

All that certain real property located in the County of Salt Lake, State of Utah, described as follows:

Lots 2 and 3, Center Square Subdivision, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Together with the perpetual, non-exclusive easements as disclosed in that certain Cross Easement Agreement, dated June 26, 2002, and recorded August 2, 2002, as Entry No. 8310547, in Book 8628, at Page 2329 in the Official Records of the Salt Lake County Recorder.

Part of Tax ID No's. 16-31-429-015 and 16-31-429-016



EXHIBIT "C"  
AMENDMENTS TO THE MAJOR LEASE

1. First Amendment to Ground Lease dated May23, 2008