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 Book - 9806 Pg - 9666-9672
 Gary W. Ott
 Recorder, Salt Lake County, UT
 TITLE WEST
 BY: eCASH, DEPUTY - EF 7 P.

**THIS DOCUMENT WAS
 PREPARED BY AND WHEN
 RECORDED RETURNED TO:**

Howard A. Steindler, Esq.
 Benesch Friedlander Coplan & Aronoff LLP
 200 Public Square
 Suite 2300
 Cleveland, Ohio 44114
 (216) 363-4500

MEMORANDUM OF SUBLEASE

THIS MEMORANDUM OF SUBLEASE (this "Memorandum") is made and entered into as of this 2nd day of February, 2010, by and between **BELL SQUARE L.L.C.**, a Utah limited liability company ("Landlord"), and **SALT LAKE PSYCHIATRIC REALTY, LLC**, a Utah limited liability company ("Tenant").

RECITALS:

A. Landlord and Tenant have executed and entered into that certain Lease Agreement dated as of October 6, 2009 (as amended, the "Lease"), pursuant to which Tenant is leasing from Landlord a building containing approximately 73,860 square feet of gross rentable building area (the "Premises"), located at 3820 South 700 East, Salt Lake City, Utah and more commonly known as Lot 2 on the Center Square Subdivision Plat, as more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property"). The Property is part of a larger development known as Center Square, as more particularly described on Exhibit "B" attached hereto and made a part hereof (the "Project").

B. Landlord is the ground lessee under a certain Ground Lease with Medical Leasing Ltd. ("Ground Lessor") dated as of October 11, 2007, as amended (collectively, the "Ground Lease"), a short form of which was recorded with the Salt Lake County, Utah Recorder on October 17, 2008, at Book 9652, Page 1582, whereby Tenant is leasing the Property from Ground Lessor. The term of the Ground Lease expires on November 1, 2057.

C. Landlord and Tenant have entered into this Memorandum for recording purposes.

NOW THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and set forth in the Lease, Landlord and Tenant do hereby covenant, promise and agree as follows:

1. **Definitions.** All of the foregoing recitals are, by this reference, incorporated into the body of this Memorandum as if fully set forth herein. Initially capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Lease.

COURTESY RECORDING
 This document is being recorded with us as a courtesy to the parties.
 Title Trust assumes no responsibility for the contents hereof and
 does not warrant the accuracy or validity of this document.

[Handwritten initials]

2. **Notice of Lease.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, subject to and in accordance with the terms, provisions, covenants, conditions, restrictions, limitations and agreements contained in the Lease, all of which are, by this reference, incorporated into this Memorandum in their entirety as if fully set forth herein.

3. **Rental Term.** The term of the Lease commences on the earlier of (a) forty-five (45) days after Delivery of Possession and issuance of temporary occupancy permits or such other certificates and occupancy permits required with regard to Landlord's completion of Tenant Work, but exclusive of that requiring installation of items which are the responsibility of Tenant, or (b) opening of Tenant for business at the Premises, and shall be for a period of twenty (20) full Lease Years.

4. **Use.** Tenant shall use the Premises for (a) the operation of an acute care psychiatric hospital, together with the sale of related services and products and (b) other medical or medically-related uses not in conflict with primary uses conducted by occupants with the Project (collectively, "Incidental Uses") at the time such Incidental Uses are first offered to the public in the Premises. Tenant shall operate its business in the Premises under the trade name "Salt Lake Behavioral Health", or such other trade name as Tenant desires from time-to-time upon Landlord's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed.

5. **Options to Renew.** Tenant shall have the right to extend the Rental Term for four (4) separate, consecutive and additional five (5) year periods.

6. **Tenant's First Right to Purchase.** Pursuant to the terms and conditions set forth in the Lease, if Landlord elects to sell its leasehold interest in the Property separately from other portions of the Project, then Landlord shall first offer to sell to Tenant Landlord's leasehold interest in the Property with the existing building and site improvements and subject to and together with appropriate cross access and cross parking easements.

7. **Exclusive Use.** Throughout the Rental Term, and any renewal or extension thereof, Landlord agrees not to lease or sell any space in the Project for the operation of an acute care psychiatric hospital.

8. **Common Area Rights.** Subject to the terms and conditions set forth in the Lease, Tenant and its customers, agents, employees, contractors and invitees have the right to the non-exclusive use, in common with others, of such unreserved automobile parking spaces, driveways, footways, and other facilities designated for common use within the Project.

9. **Severability.** If any provision of this Memorandum or the application thereof to any person or circumstance is or shall be deemed illegal, invalid or unenforceable, the remaining provisions of this Memorandum shall remain in full force and effect and this Memorandum shall be interpreted as if such illegal, invalid or unenforceable provision did not exist.

10. **Modification; Conflict; Binding Effect.** Nothing contained in this Memorandum is intended to or shall amend or modify any of the terms or provisions of the Lease. In the event of a conflict between the terms and provisions of this Memorandum and the terms and provisions of the Lease, the terms and provisions of the Lease shall, in all incidents,

control, govern and prevail. All rights, covenants, conditions, agreements, restrictions and reservations contained in this Memorandum shall run with the land and shall inure to the benefit of and shall be binding upon Landlord and Tenant and their respective heirs, legal representatives, successors and assigns.

11. **Entire Agreement.** This Memorandum and the Lease contain the entire agreement of Landlord and Tenant with respect to Tenant's leasing of the Premises from Landlord.

12. **Counterparts.** This Memorandum may be executed in separate counterparts, each of which shall constitute an original copy hereof, but all of which shall constitute but one and the same agreement.

[SIGNATURES ON FOLLOWING PAGE]



IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum as of the day and year first above-written.

WITNESSES AS TO LANDLORD:

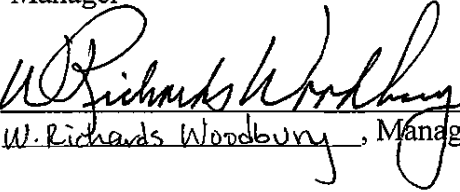
LANDLORD:

BELL SQUARE L.L.C.

a Utah limited liability company

By: Seven Syndicate

Its: Manager

By: 

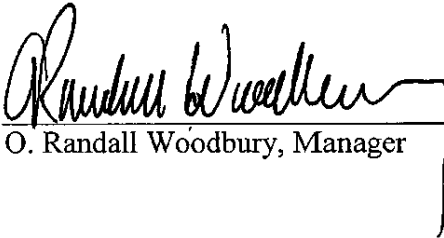
W. Richards Woodbury, Manager

(Print Name)

(Print Name)

(Print Name)

(Print Name)

By: 

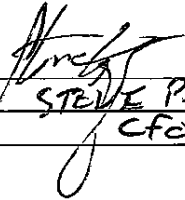
O. Randall Woodbury, Manager

WITNESSES AS TO TENANT:

TENANT:

SALT LAKE PSYCHIATRIC REALTY, LLC

a Utah limited liability company

By: 
Name: STEVE PAGE
Its: CFO

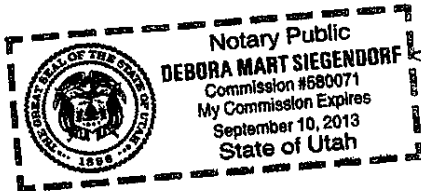
(Print Name)

(Print Name)

LANDLORD ACKNOWLEDGMENT

STATE OF UTAH)
:SS
COUNTY OF SALT LAKE)

On this 17th day of February, 2010, before me personally appeared W. Richards Woodbury and O. Randall Woodbury, to me personally known, who being by me duly sworn did each for himself say that he is a Manager of that certain Utah limited liability company known as BELL SQUARE L.L.C., and that the within instrument was executed on behalf of said limited liability company by authority granted in said limited liability company's operating agreement.



[Handwritten signature of Debora Mart Siegendorf]
Notary Public

TENANT ACKNOWLEDGMENT

STATE OF New York)
:SS
COUNTY OF NY)

On this 2nd day of February, 2010, before me personally appeared Steve Pugno, known to me to be the CFO of SALT LAKE PSYCHIATRIC REALTY, LLC, the Utah limited liability company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of the limited liability company therein named, and acknowledged to me that such limited liability company executed the within instrument pursuant to said limited liability company's operating agreement.

[Handwritten signature of David Lever]
Notary Public

DAVID LEVER
Notary Public, State of New York
No. 01LE6166345
Qualified in New York County
Commission Expires May 21, 2014

[Handwritten initials]

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

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

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EXHIBIT "B"
LEGAL DESCRIPTION OF THE PROJECT

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