

When recorded, please return to:
 Roland Allen Land and Livestock, Inc.
 1910 Oakley Avenue
 Burley, Idaho 83318

FATIA 4262767

Ent 203213 Bk 900 Pg 326 ✓
 Date 28-Jul-2004 2:35PM Fee \$18.00
 LuAnn Adams - Filed By d1
Box Elder Co., UT
 For 1ST AMERICAN TITLE INS CO

03-152-0061 /

FIRST AMENDMENT TO MEMORANDUM OF LEASE
and
TO MASTER LEASE

THIS FIRST AMENDMENT TO MEMORANDUM OF LEASE and TO MASTER LEASE ("First Amendment") is made and executed by Healthtrust, Inc. - The Hospital Company, a Delaware corporation ("Healthtrust") and Brimley & Associates, Ltd. ("Brimley"). The parties hereby amend that certain Memorandum of Lease that was entered into by the parties and recorded in the records of Box Elder County, Utah, as Entry No. 197766, Book 884, Page 1409, on March 11, 2004. The parties also hereby amend that Master Lease ("Lease"), dated February 23, 2004, and identified in the Memorandum of Lease. The parties hereby amend the Memorandum of Lease and Lease as follows:

1. From and after July 23, 2004 Brimley & Associates, Ltd. will be replaced as the Lessor and Landlord of the Lease by Roland Allen Land & Livestock, Inc.

2. The legal description of the leasehold premises has been revised. The correct legal description of the leasehold premises is set forth below:

All of Lot 2, Brigham City Hospital Medical Center Subdivision Amended, according to the official plat thereof recorded July 6, 2004, as entry number 202443, in the Box Elder County Recorder's Office. The Tax Parcel No. is no. 031520061.

3. Parking on the premises shall be subject to that certain Declaration and Grant of Easement For Ingress, Egress, Pedestrian and Parking Use entered into by and between Brimley & Associates, Ltd. and Brigham City Community Hospital, Inc., dated June 29, 2004, and recorded in the records of Box Elder County, Utah on July 6, 2004, as Entry No. 202444, Book 898, Page 310. Section 23 of the Lease is hereby amended accordingly.

4. Landlord's name and address in section 4(c) of the Lease Agreement is hereby changed as follows:

Roland Allen Land and Livestock, Inc.
 Attn. Gordon Allen ROLAND C. ALLEN 
 1910 Oakley Ave.
 Burley, ID 83318

5. The names and addresses of Landlord and its agent in section 25 of the Lease Agreement are hereby replaced as follows:

5

Landlord: Roland Allen Land & Livestock, Inc.
 Attn. ~~Gordon Allen~~ *Roland G. Allen* *RE*
 1910 Oakley Ave.
 Burley, ID 83318

Copy to: Dave R. Gallafent
 Merrill & Merrill, Chartered
 109 N. Arthur, 5th Floor
 PO Box 991
 Pocatello, ID 83204-0991

6. This First Amendment hereby amends the Memorandum of Lease and also the Lease itself. Except as otherwise provided in this First Amendment, the terms of the Lease and the Memorandum of Lease shall remain in full force and effect as written.

Signed on the dates recited below:

Dated: _____

Healthtrust, Inc. - The Hospital Company

By: _____
 Name: _____
 Its: _____

Dated: 7/22/2004

Brimley & Associates, Ltd.
 By: *Richard Brimley, G.P.*
 Name: *Richard BRIMLEY*
 Its: *GENERAL PARTNER*

Accepted by:
 Dated: 7/23/04

Roland Allen Land & Livestock, Inc.

By: *Roland G. Allen*
 Name: *Roland G. Allen*
 Its: *Pres.*

Copy to: Dave R. Gallafent
 Merrill & Merrill, Chartered
 109 N. Arthur, 5th Floor
 PO Box 991
 Pocatello, ID 83204-0991

6. This First Amendment hereby amends the Memorandum of Lease and also the Lease itself. Except as otherwise provided in this First Amendment, the terms of the Lease and the Memorandum of Lease shall remain in full force and effect as written.

Signed on the dates recited below:

Dated: July 22nd, 2004

Healthtrust, Inc. - The Hospital Company

By: Howard K. Patterson
 Name: Howard K. Patterson
 Its: Vice President

Dated: 7/19/04

Brimley & Associates, Ltd.

By: Richard Brimley G.P.
 Name: Richard Brimley
 Its: General Partner

Accepted by:

Dated: _____

Roland Allen Land & Livestock, Inc.

By: _____
 Name: _____
 Its: _____

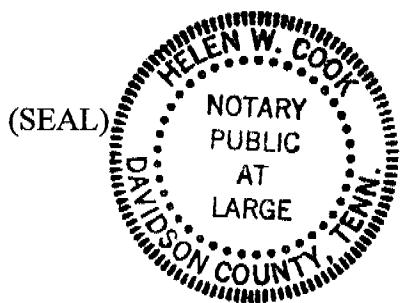
STATE OF TENNESSEE

: ss

County of DAVIDSON)

On this 22nd day of July, 2004, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Howard K. Patterson, known to me to be ~~the~~ a ^{on} Vice President of Healthtrust, Inc. - The Hospital Company which executed the within instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Helen W. Cook
NOTARY PUBLIC FOR TENNESSEE (At Large)
Residing at: Nashville, Davidson Co., TN
Commission expires: May 28, 2006

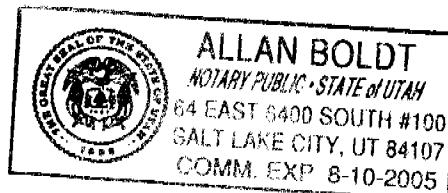
STATE OF Utah)
: ss
County of Salt Lake)

On this 19 day of July, 2004, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Richard Brimley, known or identified to me to be the General Partner of Brimley & Associates, Ltd., a Utah limited partnership, which executed the within instrument, or the person who executed the instrument on behalf of said limited partnership, and acknowledged to me that such limited partnership executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

Allan Boldt
NOTARY PUBLIC FOR _____
Residing at: _____
Commission expires: _____

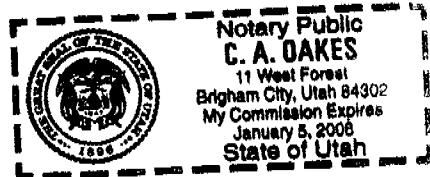


STATE OF UTAH)
: ss
County of Box Elder

Ent 203213 Bk 900 Pg 330 *

On this 23rd day of July, 2004, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Gordon Allen, known or identified to me to be the President of Roland Allen Land & Livestock, Inc., which executed the within instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



(SEAL)

A handwritten signature in black ink, appearing to read "Oakes".

NOTARY PUBLIC FOR UTAH
Residing at: Ogden, UT
Commission expires: 1-5-08