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WHEN RECORDED MAIL TO:  
Roland Allen Land and Livestock, Inc.  
1910 Oakley Avenue  
Burley, Idaho 83318

FATIA 4262767

**ASSIGNMENT OF LEASE**

Ent 203216 Bk 900 Pg 337  
Date 28-Jul-2004 2:37PM Fee \$18.00  
LuAnn Adams - Filed By dl  
**Box Elder Co., UT**  
For 1ST AMERICAN TITLE INS CO

**THIS AGREEMENT** is made as of the most recent date recited on the signature page, by and between BRIMLEY & ASSOCIATES, LTD., a Utah limited Partnership ("Assignor"), and ROLAND ALLEN LAND AND LIVESTOCK, INC. ("Assignee").

03-152-0061 /

**WITNESSETH:**

**WHEREAS**, the Assignor has granted and conveyed to Assignee all of Assignor's right, title and interest in and to that certain parcel of property ("Property") located at 980 South 500 West, Brigham City, Utah 84302 (aka "Brigham City Medical Plaza North Building") with the buildings and improvements thereon, and more particularly described as follows:

Lot 2, of the BRIGHAM CITY HOSPITAL MEDICAL CENTER SUBDIVISION AMENDED, according to the official plat thereof recorded July 6, 2004, as Entry No. 202443, in the office of the Box Elder County Recorder. The Tax Parcel No. is #031520061.

**WHEREAS**, Assignor and HEALTHTRUST, INC. - THE HOSPITAL COMPANY, a Delaware corporation ("Healthtrust") are parties to that certain Master Lease ("Lease"), dated February 23, 2004, wherein Assignor, as Landlord, leased the Property to Healthtrust, as Tenant. Said Lease is attached hereto and incorporated herein by this reference.

**WHEREAS**, Assignee desires to acquire from Assignor all of the right, title and interest of Assignor in and to said Lease.

**NOW, THEREFORE**, it is mutually agreed as follows:

1. In consideration of the Payment of Ten Dollars and of other good and valuable consideration, the receipt of which is hereby acknowledged by Assignee, Assignor hereby assigns to Assignee, all of Assignor's right, title and interest in and to the Lease.

2. To induce Assignee to honor and accept Assignor's rights and to assume Assignor's obligations under the Lease, Assignor hereby represents to Assignee as follows:

- a. Assignor has duly performed to date all of Landlord's obligations under the Lease.
- b. The Lease is now in full force and effect.
- c. The Landlord's Interest in the Lease is assignable.
- d. Healthtrust has duly performed its obligations to date under the Lease and is not in default.

that there is no litigation pending or threatened against Assignor or the Property, which arises out of or is in anyway connected to the Lease.

- c. The Landlord's Interest in the Lease is assignable without the consent of Healthtrust.
- d. Healthtrust has duly performed its obligations to date under the Lease and is not in default.
- e. Healthtrust has paid its rent through July 31, 2004 and has not prepaid any of its obligations under the Lease beyond that date. Healthtrust has not paid a rental deposit.
- f. Section 7, paragraph (2) of the Lease requires Landlord to keep records of its expenditures for Operating Expenses. Assignor, however, has not made any expenditures for Operating Expenses. Rather all Operating expenses have been paid directly by Tenant.

3. Assignee agrees with Assignor as follows:

- a. From and after the date that Assignee signs this Agreement, Assignee will duly keep, observe and perform all of the terms, conditions and provisions of the Lease imposed on Landlord that arise and become effective after that date.
- b. That Assignee will save and hold harmless the Assignor of and from any and all actions, suits, costs, damages, claims and demands whatsoever arising by reason of an act or omission of the Assignee in the performance of the Landlord's obligations that it has assumed.

4. Assignor agrees to indemnify, and to save and hold harmless, Assignee of and from any and all actions, suits, costs, damages, claims and demands whatsoever arising by reason of any act or omission of Assignor, before the effective date of this Agreement, with respect to the Lease.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date recited below:

Dated: 7-22-04

ASSIGNOR:

BRIMLEY & ASSOCIATES, LTD.,  
a Utah limited Partnership

BY: Richard Brimley G.P.  
Richard Brimley, General Partner

Dated: 7-23-2004

ASSIGNEE:

ROLAND ALLEN LAND  
AND LIVESTOCK, INC.

BY: Roland G. Allen  
Roland G. Allen, President

STATE OF UTAH )  
County of Salt Lake : ss )

On this 22 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.

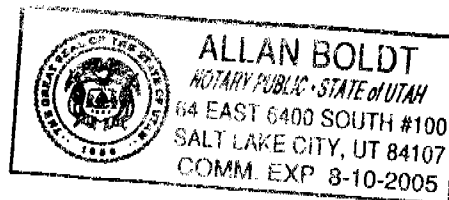
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

Allan Boldt  
NOTARY PUBLIC FOR \_\_\_\_\_

Residing at: \_\_\_\_\_

Commission expires: \_\_\_\_\_



STATE OF UTAH )

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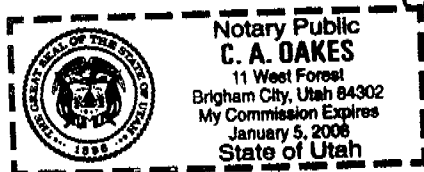
: SS  
County of Box Elder

On this 23rd day of July, 2004, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Roland G. Allen, known to me to be the President of Roland Allen Land and 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)

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



**EXHIBIT A**

Ent 203216 Bk 900 Pg 341

03-152-0061

**ALL OF LOT 2, BRIGHAM CITY HOSPITAL MEDICAL CENTER SUBDIVISION AMENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED JULY 6, 2004 AS ENTRY NO. 202443, IN THE BOX ELDER COUNTY RECORDERS OFFICE.**

**Property more commonly know as: Real Property located at 980 South 500 West, Brigham City, UT 84302**