

After recording, return to:

Key Bank of Utah
Income Loan Department
Key Bank Tower
50 South main Street, Suite 2009
Salt Lake City, Utah 84144
Attention: Craig Hackett

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AUG 11 1994

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**ASSIGNMENT OF RIGHTS AND INTERESTS
UNDER LICENSE AGREEMENT AND SELLER'S CONSENT**

THIS ASSIGNMENT OF RIGHTS AND INTERESTS UNDER LICENSE AGREEMENT AND SELLER'S CONSENT (this "Assignment") is made and entered into as of this 22nd day of June, 1994, by and between KEY BANK OF UTAH, a Utah banking corporation ("Assignee"), GENERAL HOSPITALS OF GALEN, INC., a Utah corporation ("Seller") and BOYER DAVIS NORTH MEDICAL ASSOCIATES, LTD., a Utah limited partnership ("Assignor").

RECITALS

A. Seller is the owner of certain real property (the "Hospital Property") located in Davis County, State of Utah, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof, upon which is located a hospital facility commonly referred to as the Davis Hospital.

B. Assignor has purchased from Seller certain real property (the "MOB Property") located in Davis County, State of Utah, more particularly described in Exhibit "B" attached hereto and by this reference made a part hereof, upon which Assignor intends to construct a multi-story, medical office building (the "Building").

C. In connection with Assignor's purchase of the MOB Property from Seller, Assignor and Seller entered into that certain License Agreement (the "License Agreement"), a copy of which is attached hereto as Exhibit "C" and by this reference made a part hereof, pursuant to which Seller granted to Assignor certain licenses coupled with interests for access, ingress, egress and parking across, over and on designated portions of the Hospital Property.

D. Assignee has agreed to make a loan to Assignor in the principal sum of \$4,100,000 (the "Loan") for the construction of the Building provided that Seller and Assignor, as collateral security for the Loan, assign and grant to Assignee certain rights and interests under the License Agreement in accordance with the terms of this Assignment.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and promises contained herein, and as an inducement for the making of the Loan, Assignor, Assignee and Seller agree as follows:

1. Assignment of Assignor's Rights and Interests Under License Agreement. In consideration of and as an additional inducement to Assignee for the making of the Loan, Assignor hereby transfers and assigns to Assignee, and grants a security interest to Assignee in, all the right, title and interest of Assignor in, under or by

virtue of the License Agreement as security for the payment of the principal and interest to be paid by Assignor under that certain Promissory Note (the "Note") evidencing the Loan, dated June 22, 1994, in the principal amount of \$4,100,000 and for the performance of the agreements of Assignor contained in the Deed of Trust, the Construction Loan Agreement and any other collateral instrument given as security for the Note. The Note, Deed of Trust, Construction Loan Agreement and other collateral instruments are sometimes hereinafter collectively referred to as the "Loan Instruments." The foregoing assignment of rights and interests under the License Agreement specifically includes, but is not limited to, (i) a non-exclusive license coupled with an interest for vehicular and pedestrian ingress and egress to and from public streets and roadways, and upon and across roads, driveways and sidewalks upon the Hospital Property; (ii) a license coupled with an interest for ingress, egress and access by pedestrians over and between the second floors of the Building and the hospital facility located on the Hospital Property; and (iii) a non-exclusive license coupled with an interest to use, pursuant to the terms of the Parking Agreement, one hundred fifty (150) paved parking spaces.

2. Assignee's Exercise of Rights and Interests Under the License Agreement. Unless and until a default shall occur under any of the terms, covenants and provisions of any of the Loan Instruments, Assignee shall not exercise any of Assignor's rights and interests under the License Agreement; provided, however, that upon such default, which default shall continue after any applicable notice and cure periods stated in the Loan Instruments, Assignee, in addition to such other remedies that Assignee may have under any of the Loan Instruments or applicable law, shall become immediately entitled, but shall not be obligated, to exercise all of the rights and interests of Assignor under the License Agreement.

3. Seller's Consent to Assignment and Assignee's Exercise of Rights and Interests. Seller hereby acknowledges and consents to Assignor's transfer and assignment to Assignee of its rights and interests under the License Agreement pursuant to paragraph 1 above. Further, Seller acknowledges and agrees that upon Assignor's default under any of the Loan Instruments, and upon Assignee's compliance with the notice and cure provisions stated in paragraph 4 below, Assignee shall have the right, but not the obligation, to exercise and enjoy all of the rights and interests of Assignor under the License Agreement, with or without bringing any action or proceeding. If Assignee elects to exercise and enjoy the rights and interest granted to Assignor under the License Agreement upon Assignor's default under the Loan Instruments, each of Seller and Assignee acknowledges and agrees that it shall be bound to the other under all of the terms, conditions and covenants contained in the License Agreement for the balance of the term thereof, together with all extensions or renewals as may be effected in accordance with the terms of the License Agreement, to the same extent and with the same force and effect as if the Assignee were the Assignor under the License Agreement. Notwithstanding the foregoing, it is acknowledged and agreed by Assignee, that its right to exercise and enjoy the rights and interests of Assignor under the License Agreement are contingent upon Assignee's performance of the obligations of Assignor thereunder; provided, however, that Assignee shall not be: (a) liable for any act or omission of Assignor prior to Assignee's election to exercise rights and interests under the License Agreement, (b) subject to any claims, liens or defenses which Seller might have against Assignor, or (c) bound by any amendment or modification to the License Agreement made without its prior written consent.

4. Seller's Right to Cure. Prior to commencing any action to foreclose its lien against the MOB Property, Assignee shall notify Seller in writing of the default by Assignor with a statement of the amount then due or the cure required and an offer to withhold any acceleration of maturity of the Note if Seller remedies such default within thirty (30) days of receipt of such notice. In the event Seller cures Assignor's default, Assignee agrees to reinstate the Loan and the Loan Instruments in all respects as if no default had occurred.

5. Protections Afforded Assignee. Seller and Assignor agree for the benefit of Assignee that so long as any sum remains owing under the Loan Instruments:

- a. No modification or termination of the License Agreement may be made by Seller or Assignor without the prior written consent of Assignee.
- b. Seller will give to Assignee all notices of default under the License Agreement simultaneously with any notice given to Assignor.
- c. Assignee will have twenty (20) days after receipt of notice of default under the License Agreement within which to cure Assignor's default.
- d. Seller will accept performance by Assignee in lieu of performance by the Assignor.

6. Notices. All notices required to be given to any party under the terms of this Assignment shall be given by facsimile transfer device, receipt requested, by nationally recognized overnight courier for next business day delivery, or by certified mail, return receipt requested, postage prepaid, in any case addressed as follows:

To the Assignor: Boyer Davis North Medical Associates, Ltd.
c/o The Boyer Company
127 South 500 East, Suite 310
Salt Lake City, Utah 84102
Fax: (801) 521-4793

To the Seller: General Hospitals of Galen, Inc.
c/o Director of Facilities Management
P.O. Box 740033
201 West Main Street
Louisville, Kentucky 40201-7433
Fax: (502) 572-2468

With a copy to: Law Department
Columbia/HCA Healthcare Corporation
P.O. Box 740033
201 West Main Street
Louisville, Kentucky 40201-7433
Fax: (502) 572-2260

To the Assignee: Key Bank of Utah
Mortgage Loan Division
Key Bank Tower, Suite 2009
50 South Main Street
Salt Lake City, Utah 84130-0815
Attention: Craig Hackett
Fax: (801) 535-1083

With a copy to: Van Cott, Bagley, Cornwall & McCarthy
Attention: Marilyn M. Branch
50 South Main Street, Suite 1600
Salt Lake City, Utah 84144
Fax: (801) 534-0058

7. Binding Effect. All covenants, agreements and consents contained in this Assignment shall apply to, inure to the benefit of, and bind the respective successors and assigns of Assignor, Assignee and Seller.

8. No Amendment. No change, amendment, modification or cancellation of this Assignment, or any part hereof, shall be valid unless consented to in writing by all parties hereto.

9. Governing Law. This Assignment shall be governed by and construed according to the laws of the State of Utah.

EXECUTED the day and year first above written.

SELLER: GENERAL HOSPITALS OF GALEN, INC.,
a Utah corporation

By Howard K. Patten
Its vice president

ASSIGNOR: BOYER DAVIS NORTH MEDICAL ASSOCIATES, LTD.,
a Utah limited partnership,

By its General Partner,
The Boyer Company, L.C.,
a Utah limited liability company
By Kem C. Gardner
Its President and Manager

ASSIGNEE: KEY BANK OF UTAH,
a Utah banking corporation

By [Signature]
Its _____

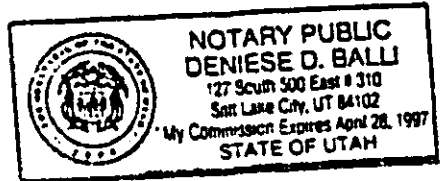
STATE OF Kentucky)
COUNTY OF Jefferson) : ss.

^{July} June, 1994, The foregoing instrument was acknowledged before me this 14th day of June, 1994, by Howard K. Patterson the Vice President of General Hospitals of Galen, Inc., a Utah corporation.

[Signature]
Notary Public
Residing at: Louisville, Ky
My Commission Expires: _____
LISA A. MILLER
Notary Public, State at Large, KY:
My commission expires Jan. 10, 1996

STATE OF UTAH)
COUNTY OF SALT LAKE) : ss.

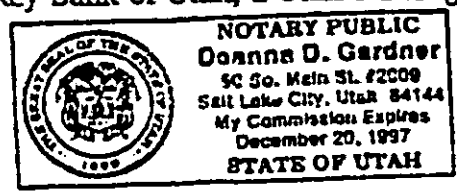
^{Aug.} June, 1994, The foregoing instrument was acknowledged before me this 11th day of June, 1994, by Kem C. Gardner, the President and Manager of The Boyer Company, L.C., a Utah limited liability company, the general partner of Boyer Davis North Medical Associates, Ltd., a Utah limited partnership.



[Signature]
Notary Public
Residing at: Salt Lake County
My Commission Expires: 4-28-97

STATE OF UTAH)
COUNTY OF SALT LAKE) : ss.

^{August} June, 1994, The foregoing instrument was acknowledged before me this 5th day of June, 1994, by Craig Hackett the Senior Vice President of Key Bank of Utah, a Utah banking corporation.



[Signature]
Notary Public
Residing at: SLC, UT
My Commission Expires: 12-20-97

EXHIBIT "A"

E 1136096 B 1790 P 431

The land referred to in this policy is situated in the State of Utah, County of Davis, and is described as follows:

BEGINNING on the North line of a street at a point North 89°47' East 24.75 feet along the Section line and North 0°03' East 33.0 feet from the South Quarter Corner of Section 7, Township 4 North, Range 1 West, Salt Lake Meridian, in the City of Layton, and running thence North 89°47' East 550.0 feet along the North line of said street; thence North 0°02' West 113.50 feet; thence North 40°20'54" East 340.68 feet; thence North 89°47' East 334.95 feet to the Westerly line of Interstate Highway 15; thence along said Highway North 0°06' East 47.43 feet, and Northeasterly 482.38 feet along the arc of an 894.93 foot radius curve to the left, and North 28°48'07" West 366.01 feet to a point 120.0 feet and perpendicularly distant Southwesterly from the center line of said Highway; thence North 34°56' West 108.23 feet, more or less, along said Highway to the North line of the South Half of the Southeast Quarter of said Section 7; thence South 89°47' West 735.45 feet, more or less, along said line to the East line of a lane; thence South 0°03' West 1287.0 feet, more or less, along said lane to the point of BEGINNING.

LESS AND EXCEPTING those portions of the above described property previously conveyed by the Seller.

EXHIBIT "B"
LEGAL DESCRIPTION

E 1136096 B 1790 F 432

BEGINNING at a point located North 701.70 feet and East 3340.76 feet from the Southwest corner of Section 7, Township 4 North, Range 1 West, Salt Lake Base and Meridian, said point is also the Northeast corner of the existing January 1994 Davis Hospital Building; thence North 0°19'13" West 5.00 feet; thence North 89°40'47" East 200.00 feet; thence South 0°19'13" East 52.50 feet; thence North 89°40'47" East 8.50 feet; thence South 0°19'13" East 32.50 feet; thence South 89°40'47" West 8.50 feet; thence South 0°19'13" East 40.50 feet; thence South 89°40'47" West 230.00 feet; thence North 0°19'13" West 11.92 feet to a point on South exterior wall line of existing hospital building; thence North 89°40'47" East 30.00 feet to Southeast corner of existing hospital building; thence North 0°19'13" West 108.58 feet along East wall of existing hospital to point of BEGINNING.

(Basis of bearing is from the Southwest corner of Section 7 to the South quarter corner of Section 7, Township 4 North, Range 1 West, Salt Lake Base and Meridian, with said bearing being North 89°47'00" East.)