

9007773

When Recorded Please Mail To:
Zions First National Bank
2460 South 3270 West
West Valley City, Utah 84119
Attn: SMALL BUSINESS GROUP

9007773
03/19/2004 10:28 AM 18.00
Book - 8959 Pg - 6440-6444
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
UNITED TITLE SERVICES
BY: ZJM, DEPUTY - MI 5 P.

LESSORS' AGREEMENT

This agreement is made by and between Columbia Development Corporation (herein "Lessor"), Inspiraton Hospice L.L.C. (herein "Borrower"), and Zions First National Bank (herein "Lender").

RECITALS

WHEREAS, Lessor is the fee title owner of real property located at 4190 South Highland Drive, #200, Salt Lake City, Utah 84124 (herein "Premises"), more specifically described in Exhibit A attached hereto.

WHEREAS, Borrower is leasing or will lease the Premises from Lessor under a lease agreement dated December 23, 2003 (herein "Lease").

WHEREAS, Borrower obtained or will obtain a loan (herein "Loan") from Lender in the amount of \$55,000.00.

WHEREAS, to secure the Loan, Lender has taken or will take a security interest in Borrower's personal property described as ALL MACHINERY; EQUIPMENT; INVENTORY; ACCOUNTS; CHATTEL PAPER; INSTRUMENTS AND GENERAL INTANGIBLES (herein "Collateral").

WHEREAS, as a condition of the Loan, Lender requires the execution of this agreement.

AGREEMENT

THEREFORE, in consideration of the premises contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Lender's security interest in the Collateral is and shall remain superior to any interest or lien of Lessor in the Collateral.
2. Lessor shall give Lender written notice of any defaults under the terms of the Lease.
3. Lender shall have thirty (30) days from receipt of a notice of default to enter the Premises, take possession of the collateral, and remove the Collateral.
4. If Borrower defaults under the terms of the Loan, Lender shall have the right, upon giving five (5) days notice to Lessor, to enter the Premises, take possession of the Collateral, and remove the Collateral.
5. Lender agrees to pay for any damages caused by Lender to the Premises by Lender's entrance upon the Premises and removal of the Collateral.
6. This agreement and the documents referred to herein constitute the final written expression of all of the terms of this agreement. Each of the parties acknowledges that no representations or promises not expressly contained in this agreement and the documents referred to herein have been made by any party, of by the agents or representatives of any party.
7. Each of the parties further acknowledges and agrees that this agreement shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each party hereto.

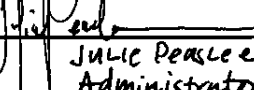
ACCOMMODATION RECORDING
This document is being recorded as a courtesy only. United Title Services assumes no liability or responsibility for the filing of this document, the accuracy of this document or the legal effects thereof.

8. If Lender ^{or Lessor} prevails in any legal or administrative action brought to enforce or interpret the terms and conditions of this agreement, Lender ^{or Lessor} shall recover its incurred costs and reasonable attorneys fees, including costs and fees from appeals and any action or participation in a case or proceeding under any provision of the Bankruptcy Code, from the party or parties against whom the Lender ^{or Lessor} prevails.


9. This agreement is to be construed, interpreted, enforced and governed by applicable federal law.

Dated this 19th day of February 2004.

(Lessor) Columbia Development Corporation

By: 
 Name: Julie Deagle
 Title: Administrator

(Borrower) Inspiration Hospice L.L.C.

By: 
 Name:

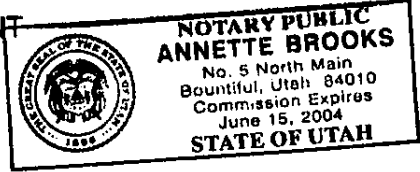
By: _____
 Name:

Zions First National Bank (Lender)

By: 
 Name:
 Title: LOAN OFFICER

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF)



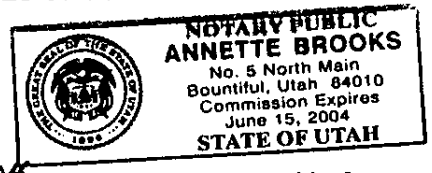
On the 4th day of March, 2004, personally appeared before me Jolie Peaslee. Who being duly sworn, did say that he/she is the Administrator, the corporation that executed the above and foregoing instrument, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said Jolie Peaslee Acknowledged to me that said corporation executed the same.

Annette Brooks
Notary Public

My Commission Expires: 6-15-04 Residing at: _____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF)



On the 10th day of March, 2004, personally appeared before me Beet Clawson. Who being duly sworn, did say that he/she is the Manager, the limited liability company that executed the above and foregoing instrument, and that said instrument was signed in behalf of said limited liability company by authority, and said Beet Clawson Acknowledged to me that said limited liability company executed the same.

Annette Brooks
Notary Public

My Commission Expires: 6-15-04 Residing at: P

VTDI 22-04-205-008-0000 DIST 17

COLUMBIA DEVELOPMENT CORP

TAX CLASS UPDATE

LEGAL

PRINT P

TOTAL ACRES 1.00

REAL ESTATE 519300

BUILDINGS 1424900

TOTAL VALUE 1944200

** PROTECTED ADDRESS **

EDIT 1

FACTOR BYPASS

LOC:

EDIT 1 BOOK 6299 PAGE 1552 DATE 04/01/1991

SUB:

TYPE UNKN PLAT

02/26/2004 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY

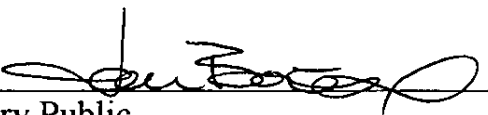
BEG N 391.93 FT & N 89-57'11" E 521.41 FT FR SE COR LOT 5,
BLK 1, 10 AC PLAT A, BIG FIELD SUR; N 23-02'56" W 54.4 FT; N
19-38' W 125.73 FT; N 11-07' W 68.9 FT; S 89-38' E 197. 2
FT; S 11-07' E 142.36 FT; S 7-33'30" E 95.84 FT; S 89-57'11"
W 97.67 FT; N 0-02'49" W 1.65 FT; S 89-57'11" W 63.72 FT TO
BEG. 1.0 AC M OR L. 5019-623, 625, 637, 639, 5074-1049,
5484-2322, 2323, 2324 5506-2729, 5622-1942 5630-0374
5945-0553 5949-768 THRU 791

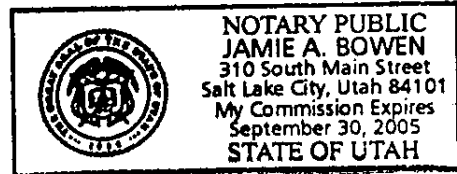
PFKEYS: 1=VTNH 2=VTOP 4=VTAU 6=NEXT 7=RTRN VTAS 8=RXMU 10=RXBK 11=RXPN 12=PREV

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF SALT LAKE

On the 10th day of March 2004, personally appeared before me Annette Brooks. Who being duly sworn, did say that she is the Vice President of Zions First National Bank, the corporation that executed the above foregoing instrument, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said Annette Brooks Acknowledged to me that said corporation executed the same.


Notary Public



My commission Expires: September 30, 2005
Residing at:
Salt Lake City, UT