

WHEN RECORDED, RETURN TO:

SPANISH FORK, LLC
Attention: Gregg Christensen, General Counsel
6350 South 3000 East, Suite 500
Salt Lake City, Utah 84121

ACKNOWLEDGEMENT AND CONSENT REGARDING USE RESTRICTIONS

This ACKNOWLEDGEMENT AND CONSENT REGARDING NOTICE OF USE RESTRICTIONS (the "***Acknowledgement and Consent***"), dated as of the 18 day of July, 2014 (the "***Effective Date***"), is among IHC HEALTH SERVICES, INC., a Utah nonprofit corporation ("***Intermountain Healthcare***"), SPANISH FORK, LLC, a Utah limited liability company ("***Spanish***"), and WALGREEN CO., an Illinois corporation ("***Walgreens***").

RECITALS

A. Spanish is the owner of certain real property situated in Spanish Fork City, Utah County, Utah, as more particularly described on the attached **Exhibit A** (the "***Property***").

B. As evidenced by that certain Notice of Use Restrictions, dated January 31, 2014, and recorded in the Official Records of Utah County, Utah, as Entry No. 7859:2014 (as the same may be amended, the "***Notice***"), the Property (together with any improvements thereon) is subject to certain use restrictions (the "***Use Restrictions***").

C. In anticipation of, and in connection with, the use of the Property by Walgreens, Spanish and Walgreens have requested that Intermountain Healthcare execute this Acknowledgement and Consent, and Intermountain Healthcare has agreed to do so.

D. Accordingly, Intermountain Healthcare, Walgreens and Spanish, by the execution and delivery of this Acknowledgement and Consent, acknowledge, consent to, and confirm the following:

ACKNOWLEDGEMENT AND CONSENT

Spanish, its licensees and tenants (including, without limitation, Walgreens), and each of their respective successors and assigns, shall have the right to use the Property for the operation of a Walgreens Pharmacy, subject to the Use Restrictions; ***provided*** that, notwithstanding the Use Restrictions, Walgreens shall have the right to administer medications, flu shots and vaccinations. Additionally, Walgreens shall be able to maintain up to two exam rooms staffed by medical professionals such as a doctor or nurse practitioner, which shall not exceed five hundred (500) square feet of floor area in the aggregate; ***provided further*** that all medical services to be provided, except for the administration of medications, flu shots and vaccinations, shall conform with, and be subject to, the Use Restrictions; ***and provided*** that, in the event that any such Walgreens Pharmacy shall not open for business within twenty-four (24) months following the Effective Date or, thereafter, fail to continuously operate as a Walgreens Pharmacy for a continuous period longer than twelve (12) months (except by reason of strikes, fire, casualty or other causes beyond the reasonable control of Tenant, financial inability excepted, or except by reason of any repairs and/or remodeling to, or of, such Walgreens Pharmacy), this Acknowledgement and Consent, but not the Use Restrictions, shall automatically terminate and be of no further force or effect.

The Use Restrictions shall constitute continuing covenants running with the Property (together with any improvements thereon) and shall bind Spanish and Walgreens, and their respective successors

and assigns, and shall inure to the benefit of Intermountain Healthcare, and its successors and assigns, but only so long as the Intermountain Healthcare property in the vicinity of the Property, or any part thereof (as more particularly described and shown in attached **Exhibit B**, the "**Benefited Property**"), is used to provide health care services and/or any ancillary, incidental or related uses (individually and collectively, "**Health Care Use**"); *provided* that, if at any time the Benefited Property, in its entirety, ceases to be used for any Health Care Use, the Use Restrictions shall automatically terminate.

The terms and conditions of the Use Restrictions as set forth in the Notice, together with the rights and remedies in favor of Intermountain Healthcare in that regard, are incorporated herein by this reference and reference should be made to the Notice for the particular terms and conditions thereof; *provided* that, as and to the extent that this Acknowledgment and Consent contains terms and provisions that differ from the Notice, the terms and provisions of this Acknowledgment and Consent shall control.

[signature and acknowledgment pages follow]

DATED as of the 18 day of July, 2014.

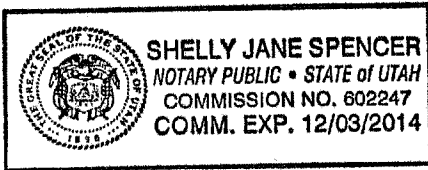
IHC HEALTH SERVICES, INC.,
a Utah nonprofit corporation

By: [Signature]
Name: Clay L. Addams
Title: AVP

STATE OF UTAH)
 : ss.
COUNTY OF SL)

The foregoing instrument was acknowledged before me by _____, the _____ of, this 18 day of July, 2014, by Clay Addams, the AVP of IHC Health Services, Inc., a Utah nonprofit corporation.

[Signature]
NOTARY PUBLIC



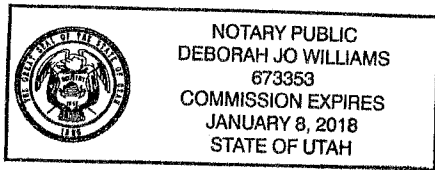
SPANISH FORK, LLC, a Utah limited liability company

By: [Signature]
Name: Chad Christensen
Title: President

STATE OF UTAH)
 : ss.
COUNTY OF Salt Lake)

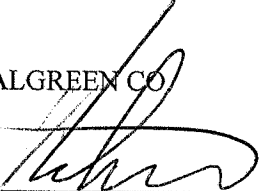
The foregoing instrument was acknowledged before me by _____, the _____ of, this 25 day of July, 2014, by Chad Christensen, the President of Spanish Fork, LLC, a Utah limited liability company.

[Signature]
NOTARY PUBLIC



WALGREEN CO

Jmm

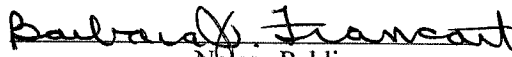
By: 
Print Name: Richard N. Steiner
Its: Director of Real Estate Law

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, the undersigned, a Notary Public, do hereby certify that Richard N. Steiner, personally known to me to be the Director of Real Estate Law of WALGREEN CO., an Illinois corporation, and personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as such Director of Real Estate Law of said corporation, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the purposes therein set forth.

Given under my hand and notarial seal this 18th day of July, 2014

My commission expires:


Notary Public

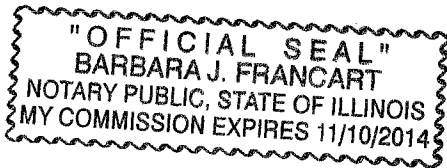


Exhibit "A"

(Description of the Property)

Real property situated in Utah County, State of Utah, more particularly described and generally depicted as follows:

Lot 1, Phase 2, Canyon Creek Shopping Center Subdivision, according to the official plat thereof recorded December 19, 2013, as Entry No. 115075:2013, as Map Filing No. 14098, in the office of the Utah County Recorder.

*Exhibit "B"**(Description of the Benefited Property)*

Real property situated in Utah County, State of Utah, more particularly described and generally depicted as follows:

PARCEL "A"

A portion of the Southeast Quarter of Section 7 and the Northeast Quarter of Section 18, Township 8 South, Range 3 East, Salt Lake Base and Meridian, described as follows:

Beginning at a point located S0°18'06"E along the Section Line 116.09 feet and West 243.36 feet from the Northeast Corner of Section 18, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence S23°40'58"W 78.22 feet; thence southwesterly along the arc of a 1444.50 foot radius non-tangent curve to the right (radius bears: N68°38'47"W) 48.40 feet through a central angle of 1°55'11" (chord: S22°18'48"W 48.40 feet); thence S23°16'24"W 160.32 feet; thence along the arc of a 1944.50 foot radius curve to the right 696.02 feet through a central angle of 20°30'31" (chord: S33°31'39"W 692.31 feet); thence along the arc of a 2.50 foot radius curve to the right 4.01 feet through a central angle of 91°48'16" (chord: S89°41'03"W 3.59 feet); thence N44°24'49"W 683.25 feet; thence along the arc of a 397.50 foot radius curve to the left 250.06 feet through a central angle of 36°02'39" (chord: N62°26'08"W 245.96 feet); thence West 195.77 feet; thence along the arc of a 314.00 foot radius curve to the right 384.91 feet through a central angle of 70°14'08" (chord: N54°52'56"W 361.26 feet); thence N52°56'18"E 149.27 feet; thence along the arc of a 24.00 foot radius curve to the left 65.99 feet through a central angle of 157°32'37" (chord: N25°50'01"W 47.08 feet); thence S75°23'40"W 19.45 feet; thence along the arc of a 24.00 foot radius curve to the right 33.14 feet through a central angle 79°07'22" (chord: N65°02'38"W 30.57 feet); thence N25°28'57"W 106.39 feet; thence along the arc of a 200.00 foot radius curve to the right 56.44 feet through a central angle of 16°10'05" (chord: N17°23'54"W 56.25 feet); thence N9°18'52"W 470.40 feet; thence N8°17'47"W 105.06 feet; thence along the arc of a 300.00 foot radius curve to the right 180.06 feet through a central angle of 34°23'17" (chord: N8°53'52"E 177.37 feet); thence N26°05'30"E 21.30 feet; thence along the arc of a 240.00 foot radius curve to the right 242.45 feet through a central angle of 57°52'47" (chord: N55°01'54"E 232.27 feet); thence N83°58'17"E 31.10 feet; thence along the arc of a 500.00 foot radius curve to the right 53.95 feet through a central angle of 6°10'57" (chord: N87°03'46"E 53.93 feet); thence S89°50'45"E 358.95 feet; thence N89°46'51"E 151.15 feet; thence S88°15'10"E 55.52 feet; thence along the arc of a 175.00 foot radius curve to the right 217.56 feet through a central angle of 71°13'53" (chord: S52°38'13"E 203.82 feet); thence S17°01'16"E 117.98 feet; thence S25°48'04"E 81.42 feet; thence southwesterly along the arc of a 400.00 foot radius non-tangent curve to the left (radius bears: S67°27'12"E) 158.11 feet through a central angle of 22°38'53" (chord: S11°13'21"W 157.09 feet); thence S0°06'05"E 53.49 feet; thence along the arc of a 468.00 foot radius curve to the left 159.32 feet through a central angle of 19°30'18" (chord: S9°51'14"E 158.55 feet); thence S19°36'23"E 173.63 feet; thence along the arc of a 321.00 foot radius curve to the left 302.64 feet through a central angle of 54°01'10" (chord: S46°36'58"E 291.56 feet); thence S73°37'33"E 429.54 feet to the point of beginning. Contains: ±44.85 Acres

PARCEL "A-1"

A portion of the Southeast Quarter of Section 7, Township 8 South, Range 3 East, Salt Lake Base and Meridian, described as follows:

Beginning at a point located N0°18'18"W 875.61 feet and West 848.35 feet from the Southeast Corner of Section 7, Township 8 South, Range 3 East, Salt Lake Base and Meridian (Basis of bearing:

S0°18'06"E along the Section Line from the Northeast Corner to the East 1/4 Corner of Section 18, T8S, R3E, SLB&M); thence N29°02'27"W 63.08 feet; thence N22°08'47"W 111.45 feet; thence N37°40'17"W 36.41 feet; thence N50°49'16"W 57.39 feet; thence northeasterly along the arc of a 453.00 foot radius non-tangent curve to the left (radius bears: N5°18'30"W) 56.32 feet through a central angle of 7°07'23" (chord: N81°07'49"E 56.28 feet); thence N81°09'55"E 75.96 feet; thence S21°08'17"E 35.55 feet; thence along the arc of a 264.00 foot radius curve to the right 142.94 feet through a central angle of 31°01'22" (chord: S5°37'36"E 141.20 feet); thence along the arc of a 464.00 foot radius curve to the right 72.46 feet through a central angle of 8°56'51" (chord: S14°21'31"W 72.39 feet) to the point of beginning. Contains: ±0.40 Acres

PARCEL "B"

A portion of the Northeast Quarter of Section 18, Township 8 South, Range 3 East, Salt Lake Base and Meridian, described as follows:

Beginning at a point located S0°18'06"E along the Section Line 464.81 feet and West 1357.76 feet from the Northeast Corner of Section 18, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence S45°35'11"W 595.49 feet; thence N44°07'06"W 49.06 feet; thence N45°20'29"W 91.85 feet; thence N43°13'31"W 66.14 feet; thence N44°11'45"W 63.84 feet; thence N42°29'52"W 131.63 feet; thence N41°23'59"W 95.76 feet; thence N11°35'13"W 64.66 feet; thence N16°52'30"E 73.26 feet; thence N37°22'47"E 44.97 feet; thence N42°35'27"E 43.17 feet; thence N40°03'26"E 42.37 feet; thence N25°58'49"E 62.32 feet; thence N6°20'46"E 35.24 feet; thence N49°08'45"E 9.50 feet; thence southeasterly along the arc of a 387.00 foot radius non-tangent curve to the left (radius bears: N67°38'28"E) 456.88 feet through a central angle of 67°38'28" (chord: S56°10'46"E 430.80 feet); thence East 129.87 feet; thence along the arc of a 319.00 foot radius curve to the right 154.65 feet through a central angle of 27°46'36" (chord: S76°06'42"E 153.14 feet) to the point of beginning. Contains: ±5.43 Acres

PARCEL "C"

A portion of the South Half of Section 7, Township 8 South, Range 3 East, Salt Lake Base and Meridian, described as follows:

Beginning at an existing fence corner and the corner of that real property described in Deed Entry No. 44476:1991 being located North 165.79 feet and West 2057.49 feet from the Southeast Corner of Section 7, Township 8 South, Range 3 East, Salt Lake Base and Meridian (Basis of bearing: S0°18'06"E along the Section Line from the Northeast Corner to the East 1/4 Corner of Section 18, T8S, R3E, SLB&M); thence along an existing chain link fence and said real property the following four (4) courses: S89°51'15"W 372.11 feet; thence N49°44'08"W 313.85 feet; thence N0°22'48"W 69.91 feet; thence N0°32'42"W 731.56 feet to the south line of that real property described in Deed Entry No. 73753:2007; thence S89°33'10"E along said real property 1106.69 feet to the West right-of-way line of Chappel Drive; thence S1°20'32"E along said right-of-way line 9.33 feet; thence S89°53'55"W 189.55 feet; thence along the arc of a 387.00 foot radius curve to the left 666.68 feet through a central angle of 98°42'10" (chord: S40°32'50"W 587.25 feet); thence S8°48'15"E 545.22 feet to the point of beginning. Contains: ±13.02 Acres

Combined Total of All Parcels Contains: ±63.70 Acres