

WHEN RECORDED, PLEASE RETURN TO:

Guy P. Kroesche, Esq.
STOEL RIVES LLP
201 South Main Street, Suite 1100
Salt Lake City, Utah 84111

NOTICE OF USE RESTRICTIONS AND CONDITIONS

This NOTICE OF USE RESTRICTIONS AND CONDITIONS (the "Notice") is executed in favor of IHC HEALTH SERVICES, INC., a Utah nonprofit corporation ("*Intermountain Healthcare*"), having a mailing address at 36 South State Street, 22nd Floor, Salt Lake City, Utah 84111, by COTTONWOOD GENEVA, LLC, a Delaware limited liability company (the "*Company*"), having a mailing address at 2750 E. Cottonwood Parkway, Suite 560, Cottonwood Heights, Utah 84121.

NTA 15-1919 RUS

1. Restricted Use Property; Use Restrictions. The real property, as set forth in attached *Schedule "A"*, together with any and all improvements now or hereafter constructed thereon (collectively, the "*Restricted Use Property*"), is subject to certain use restrictions (collectively, as more particularly identified below, the "*Use Restrictions*"), subject to no prior monetary liens and/or other monetary encumbrances of record, all as specified, and set forth, in that certain Real Estate Acquisition Agreement, dated as of the 4th day of September, 2015, as amended by that certain First Amendment to Real Estate Acquisition Agreement, dated as of December 10, 2015, that certain Second Amendment to Real Estate Acquisition Agreement, dated as of May 31, 2016, that certain Third Amendment to Real Estate Acquisition Agreement, dated as of August 30th, 2016, that certain Fourth Amendment to Real Estate Acquisition Agreement, dated as of October 30, 2016, that certain Fifth Amendment to Real Estate Acquisition Agreement, dated as of January 31, 2017, that certain Sixth Amendment to Real Estate Acquisition Agreement, dated as of March 2, 2017, that certain Seventh Amendment to Real Estate Acquisition Agreement, dated as of May 6, 2017, that certain Eighth Amendment to Real Estate Acquisition Agreement, dated as of June 1, 2017, that certain Ninth Amendment to Real Estate Acquisition Agreement, dated as of July 9, 2017, that certain Tenth Amendment to Real Estate Acquisition Agreement, dated as of August 4, 2017, that certain Eleventh Amendment to Real Estate Acquisition Agreement, dated as of September 15, 2017, and as further amended by that certain Twelfth Amendment to Real Estate Acquisition Agreement, dated as of October 6, 2017, between Intermountain Healthcare and the Company (collectively, the "*Real Estate Acquisition Agreement*"), and reference to which should be made for the particulars of the Use Restrictions.

2. Term of Use Restrictions. The Use Restrictions constitute covenants running with the Restricted Use Property and, subject to the terms of the Real Estate Acquisition Agreement, shall bind the Company and its successors and assigns, and shall inure to the benefit of Intermountain Healthcare and its successors and assigns; provided that, notwithstanding the foregoing, the Use Restrictions shall apply only so long as (a) Intermountain Healthcare, or any affiliate or subsidiary thereof, shall own or control that certain real property (the "*Real Property*") described in that certain Special Warranty Deed, dated *November 16, 2017* and recorded in the official records of the Utah County, Utah, Recorder's Office, on *November 16, 2017* in Book *N/A* at Page *N/A* as Entry No. *113828:2017*; and/or (b) the Real Property, or any portion thereof (inclusive of any improvements thereon), shall be used (or, in connection with the sale, transfer, assignment or relinquishment of any or all legal, beneficial or equitable possession of, or title in and to, all or part of the Real Property [or any improvements thereon] shall be intended to be used) for purposes of the "*Use*" (as defined in the Real Estate Acquisition Agreement).

3. Terms and Conditions. The terms and conditions of the Use Restrictions, as set forth in that certain Real Estate Acquisition Agreement, 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 Real Estate Acquisition Agreement for the particular terms and conditions thereof. The terms and conditions of the Real Estate Acquisition Agreement are incorporated in, and made a part, hereof by this reference.

[Signatures on following page]

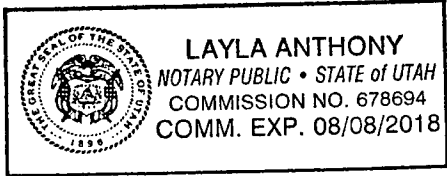
Dated as of the 15th day of November, 2017.

COTTONWOOD GENEVA, LLC, a Delaware limited liability company

By: Jeffrey L. Gochnour
Jeffrey L. Gochnour
Its: Vice President

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

Acknowledged before me this 15th day of November 2017, by Jeffrey L. Gochnour, Vice President of COTTONWOOD GENEVA, LLC, a Delaware limited liability company.



LAYLA ANTHONY
NOTARY SIGNATURE AND SEAL

Schedule A

(Description and Depiction of Property)

(see below and attached)

That certain real property situated in Utah County, State of Utah, located in the Southeast Quarter of Section 8, township 6 South, Range 2 East, Salt Lake Base & Meridian, said property being more particularly described as follows:

All of Lot 5, THE FORGE PLAT "A," on file and of record in the Utah County Recorder's Office, as recorded on January 20 2017, as Entry No 5688:2017, Map No. 15378.

Contains 5.095 acres (approx.)

Parcel No.

39-258-0005 (2018)
a portion of - 40-468-0007 (2017)

SUBJECT TO ALL MATTERS OF RECORD OR VISIBLE ON THE GROUND BY A PHYSICAL INSPECTION AND/OR SURVEY OF THE PROPERTY, BUT ONLY TO THE EXTENT THAT THE SAME ARE VALID AND ENFORCEABLE AND AFFECT OR RELATE TO THE PROPERTY AND GENERAL REAL PROPERTY TAXES AND ASSESSMENTS WITH RESPECT TO THE PROPERTY THAT ARE NOT YET DUE AND PAYABLE.

