

## LEASE RESTRICTION AGREEMENT

This Lease Restriction Agreement (the "Agreement") is dated as of August 2, 2021, by and between IHC Health Services, Inc., a Utah non-profit corporation ("Owner"), and Utah CVS Pharmacy, L.L.C. a Utah limited liability company ("CVS"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

### RECITALS:

WHEREAS, Owner is the owner of the Owned Locations defined in the Purchase Agreement and described on Exhibit A;

WHEREAS, pursuant to an Asset Purchase and Sale Agreement between Owner (or an affiliate thereof) and CVS ("Purchase Agreement"), Owner (or such affiliate) has agreed to sell certain assets to CVS; and — — —

WHEREAS, Owner and CVS desire to enter into this Agreement as a condition to such purchase and sale of assets under the Purchase Agreement.

NOW, THEREFORE, Owner and CVS, in consideration of the mutual promises set forth herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

1. Property Restriction. Owner hereby agrees and covenants that Owner and its successors and assigns will not use, permit the use of, or sell, lease or otherwise transfer, any Owned Location or any portion thereof, and no portion of any Owned Location shall be used, sold, leased or otherwise transferred, for the purpose of a retail pharmacy or retail drugstore, which means, for the avoidance of doubt, any business or enterprise that dispenses, distributes or furnishes prescription medications at retail to the general public, including, without limitation, (i) at drug stores, open-door retail pharmacies, pharmacy departments (including, without limitation, pharmacies located inside or adjacent to hospitals, clinics or other healthcare facilities), or similar operations and (ii) through mail order pharmacies or other delivery services (including by mail, courier, automobile, drone, autonomous or other delivery systems) for a period commencing on the Effective Date and continuing through the fifth (5<sup>th</sup>) anniversary of the Effective Date. Notwithstanding anything to the contrary set forth herein, the Owner's or any of the Owner's subsidiaries' or affiliates' operation of the Retained Business, as defined in the Purchase Agreement, in accordance with the terms and provisions set forth in the Purchase Agreement, shall not be a violation of the covenants set forth in this Agreement. Owner shall execute and deliver to CVS an original of this Agreement to be recorded in the appropriate land records office for the jurisdiction where the Owned Locations are located. This restriction shall not apply to any store owned or operated by CVS or any entity affiliated with or owned or controlled by CVS.

2. Remedies. It is hereby agreed that any breach of the provisions of Section 1 of this Agreement by Owner may cause irreparable damage to CVS and in the event of such breach CVS shall have available all its right and remedies at law or in equity, including, without limitation, the right to injunctive relief. The failure of CVS to exercise any right or remedy hereunder at any time shall in no way be construed to be a waiver of any such right or remedy or affect CVS' right to thereafter enforce the same or any other right or remedy as to the same or any other event or condition.
3. Authority. Owner warrants to CVS that Owner has full authority to enter into this Agreement without the consent or approval of any other party, notwithstanding any other agreements (including, without limitation, mortgages or deeds of trust) which Owner may have entered into.
4. Effectiveness. This Agreement and the property restrictions contained herein shall be effective with respect to each Owned Location upon the applicable Closing Date for the Pharmacy at such Owned Location, as set forth in the Purchase Agreement and on Exhibit B hereto. Each such date, as applicable, shall be the "Effective Date" hereunder.
5. Miscellaneous.
  - a. All covenants and provisions of this Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, successors-in-title, tenants, and assigns, and all those holding under any of them, and shall be unaffected by any change in the ownership of any Owned Location covered by this Agreement. Any party acquiring any interest in any portion of any Owned Location shall, by virtue of acceptance of such interest, be deemed to have restated, assumed and agreed to be bound by the terms and conditions of this Agreement.
  - b. This Agreement may be executed in separate counterparts, each of which shall be an original and all of which shall be deemed to be one and the same instrument.
  - c. Owner and CVS agree that a signature on this Agreement delivered by facsimile or electronic mail is as valid as an original signature.
  - d. This Agreement shall be governed and construed and enforced in accordance with the laws of the State in which the Owned Locations are located.
  - e. In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

(SIGNATURES ON FOLLOWING PAGES)

IN WITNESS WHEREOF, Owner and CVS have duly executed this Agreement as of the date first set forth above.

WITNESSES:

Hy Wilkey  
Executive Asst

OWNER:

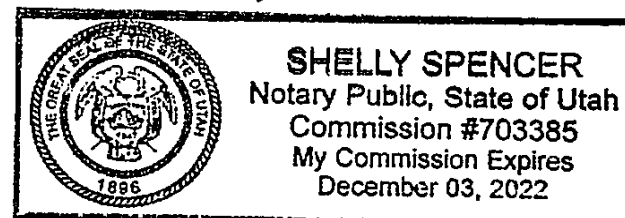
IHC Health Services, Inc.

BY: Albert R. Zimmerli  
NAME: Albert R. Zimmerli  
TITLE: Executive Vice President and  
Chief Financial Officer

STATE OF Utah )  
 ) ss:  
COUNTY OF Salt Lake )

On this 11 day of August, 2021, before me personally appeared Albert R. Zimmerli, who, being by me duly sworn, did depose and say that he/she is the Executive Vice President and Chief Financial Officer of IHC Health Services, Inc., a Utah non-profit corporation, the corporation described in this instrument and that he/she executed this instrument on behalf of said corporation and that he/she had authority to do so.

Shelly Spencer  
NOTARY PUBLIC



*Signature Page to Lease Restriction Agreement*

WITNESSES:

CVS:

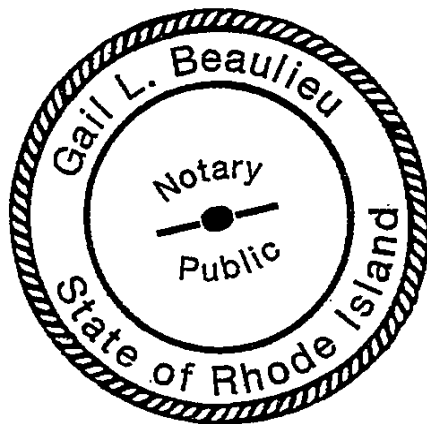
Utah CVS Pharmacy, L.L.C.

*Cathy Tardio*  
CATHY TARDIO

BY: *Ned L. Craun*  
NAME: Ned L. Craun  
TITLE: Assistant Secretary

STATE OF Rhode Island )  
COUNTY OF Providence ) ss:

On this 3rd day of August, 2021, before me personally appeared Ned L. Craun who, being by me duly sworn, did depose and say that he is Assistant Secretary of Utah CVS Pharmacy, L.L.C., the corporation described in this instrument and that he/she executed this instrument on behalf of said corporation and that he/she had authority to do so.



*Gail L. Beaulieu*  
NOTARY PUBLIC

Gail L Beaulieu  
Notary Public 28998  
State of Rhode Island  
My Comm. Expires 06/27/2025

Please Return To:  
BRIDGE SERVICE CORP.  
800-225-2736  
299 Broadway #1508  
New York, NY 10007-2061

Exhibit A

Legal Description of Owned Locations

[Seller to attach legal descriptions for each of the Owned Locations]

Exhibit A-1

LDS Outpatient Clinic  
8<sup>th</sup> Avenue & C Street  
Salt Lake City, Utah 84143

Parcel 09312550030000 - Legal Description

ALL OF BLKS 123 & 102, PLAT D, SLC SURVEY, TOGETHER WITH THAT  
PORTION OF VACATED 8<sup>TH</sup> AVE BETWEEN C ST & D ST.

## Exhibit A-2

LT Dee Pharmacy  
 4401 Harrison Boulevard  
 Ogden, Utah 84403

PART OF THE EAST  $\frac{1}{2}$  SECTION 9, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE SOUTH LINE OF 40<sup>TH</sup> STREET (COUNTRY HILLS DRIVE, FORMERLY KNOWN AS THE COUNTY ROAD) 11.93 CHAINS (787.38 FEET RECORD) 787.80 FEET MEASURED EAST (SOUTH 89 D 17' 17" EAST ALONG THE SECTION LINE RECORD) SOUTH 89 D 18' 54" EAST MEASURED AND 736.5 FEET, MORE OR LESS, (741.34 FEET RECORD) 740.47 FEET MEASURED SOUTH 0 D 30' WEST FROM THE NORTH QUARTER CORNER OF SAID SECTION 9, AND RUNNING THENCE SOUTH 0 D 30' WEST 162.43 FEET, MORE OR LESS, THENCE NORTH 89 D 00' 40" EAST 99.77 FEET, THENCE SOUTH 02 D 32' 58" EAST 113.90 FEET. THENCE NORTH 85 D 13' 33" EAST 168.36 FEET, THENCE ALONG THE ARC OF A 81.62 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 76.79 FEET, CHORD BEARS SOUTH 59 D 32' 35" EAST 73.99 FEET, THENCE ALONG THE ARC OF A 39.28 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 77.66 FEET, CHORD BEARS SOUTH 06 D 32' 19" EAST 44.79 FEET, THENCE ALONG THE ARC OF A 586.36 RADIUS CURVE TO THE RIGHT A DISTANCE OF 83.27 FEET, CHORD BEARS SOUTH 25 D 41' 01" WEST 83.20 FEET, THENCE ALONG THE ARC OF A 540.36 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 160.45 FEET, CHORD BEARS SOUTH 37 D 40' 14" WEST 159.86 FEET, THENCE ALONG THE ARC OF A 107.66 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 124.49 FEET, CHORD BEARS SOUTH 73 D 17' 08" WEST 117.67 FEET, THENCE SOUTH 00 D 52' 59" WEST 187.92 FEET, THENCE SOUTH 84 D 02' 33" WEST 12.41 FEET, THENCE SOUTH 00 D 47' 29" WEST 43.08 FEET, THENCE NORTH 89 D 42' 22" EAST 12.09 FEET, THENCE SOUTH 00 D 20' 02" EAST 193.60 FEET, THENCE SOUTH 87 D 06' 50" WEST 101.06 FEET, THENCE SOUTH 0 D 30' WEST 1565.19 FEET, MORE OR LESS, THENCE EAST 440.0 FEET, THENCE NORTH 20.00 FEET, THENCE EAST 976.69 FEET TO THE WEST LINE OF HARRISON REGENT PROPERTY, THENCE NORTH 4 D 35' 16" WEST 186.77 FEET TO THE NORTHWEST CORNER OF HARRISON REGENT PROPERTY, THENCE SOUTH 89 D 02' EAST 0.10 FEET TO THE SOUTHWEST CORNER OF HARRISON DEPOT PROPERTY, THENCE NORTH 4 D 35' 16" WEST 57.49 FEET, THENCE NORTH 2 D 57' 16" WEST 198.00 FEET, THENCE NORTH (NORTH 0 D 29' 44" EAST PARALLEL TO THE EAST LINE OF SAID SECTION 9) 198.98 FEET, THENCE NORTH 7 D 10" WEST 296.70 FEET, THENCE SOUTH 86 D 12' WEST 146.06 FEET TO THE EAST LINE OF SECRET COVE

## Exhibit A-2 Continued

CONDOMINIUMS AS STAKED ON THE GROUND, THENCE SOUTH 0 D 06' 20" WEST 8.72 FEET ALONG SAID EAST LINE TO THE SOUTHEAST CORNER THEREOF, THENCE ALONG THE BOUNDARIES OF SAID SECRET COVE CONDOMINIUMS AS STAKED ON THE GROUND THE FOLLOWING THREE (3) COURSES, SOUTH 86 D 12' FEET, WEST 183.85 FEET, NORTH 34 D 45' WEST 35.00 FEET AND NORTH 3 D 39' WEST 491.00 FEET, THENCE NORTH 5 D 15' EAST 530.68 FEET ALONG THE WESTERLY LINE OF COUNTRY SQUARE CONDOMINIUMS TO THE SOUTH LINE OF 40<sup>TH</sup> STREET (COUNTRY HILLS DRIVE), THENCE NORTHWESTERLY ALONG SAID SOUTH LINE OF STREET THE FOLLOWING FIVE (5) COURSES NORTHWESTERLY ALONG THE ARC OF A 756.78 RADIUS CURVE TO THE RIGHT A DISTANCE OF 130.74 FEET (CENTRAL ANGLE EQUALS 9 D 53' 54" AND LONG CHORD BEARS NORTH 42 D 57' 57" WEST 130.58 FEET) TO A POINT OF TANGENCY NORTH 38 D 01' WEST 111.30 FEET TO A POINT OF CURVATURE NORTHWESTERLY ALONG THE ARC OF A 779.02 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 269.83 FEET, THENCE SOUTH 32 D 11' 50" WEST 51.84 FEET, THENCE NORTHWESTERLY 119.60 FEET, ALONG THE ARC OF A 726.66 FOOT RADIUS CURVE TO THE LEFT, (LC = NORTH 62 D 31' 06" WEST 119.46 FEET), THENCE NORTH 22 D 46' 01" EAST 39.70 FEET, THENCE NORTHWESTERLY 47.71 FEET ALONG THE ARC OF A 766.36 FOOT RADIUS CURVE TO THE LEFT (LC = NORTH 69 D 01' 00" WEST 47.70 FEET), THENCE NORTH 70 D 48' 00" WEST 96.05 FEET, THENCE NORTH 60 D 35' 44" WEST 68.52 FEET, THENCE NORTH 70 D 51' WEST 260.57 FEET, MORE OR LESS, TO A POINT OF CURVATURE AND NORTHESTERLY ALONG THE ARC OF A 676.78 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 71.26 FEET (CENTRAL ANGLE EQUALS 6 D 01' 58" AND LONG CHORD BEARS NORTH 73 D 51' 59" WEST 71.23 FEET), TO THE POINT OF BEGINNING, EXCEPT GLASMANN WAY CUL DE SAC 55-71 AND 4600 SOUTH STREET, 55-70.

Exhibit A-3

McKay Dee North Pharmacy  
3895 Harrison Boulevard  
Ogden, Utah 84403

ALL OF LOT 5, INTERMOUNTAIN HEALTHCARE MCKAY DEE NORTH SUBDIVISION,  
1<sup>ST</sup> AMENDMENT, OGDEN CITY, WEBER COUNTY, UTAH

Exhibit A-4

Manti Clinic Pharmacy  
159 North Main Street  
Manti, Utah 84642

BEG SE COR LOT 4 BLK 76 PLAT A MANTI CITY SURVEY; N 99 FT W 196.02  
FT S 99 FT E 196.02 FT TO BEG CONT .445 AC TOGETHER WITH R-O-W  
BK274 PG15

Exhibit A-5

North Seiver Clinic Pharmacy  
530 North 250 West  
Salina, Utah 84654

ALL OF LOT 452 ACORD LAKES MOUNTAIN RETREAT SUBDIVISION IN SEC 17  
T22S R4E SLM AREA 5.12 ACRES

## Exhibit A-6

Utah Valley Pharmacy  
395 West Cougar Boulevard, Ste 204  
Provo, Utah 84604

COM N 61.42 FT & W287.41 FT FR S  $\frac{1}{4}$  COR. SEC 36, T6S, R2E, SLB&M,  
N 1 DEG 0'0" E950.1FT, E240.9FT; N56.94 FT; N77 DEG 23'51" E51.38  
FT; ALONG A CURVE TO R (CHORD BEARS; N45 DEG 0'0" E 28.28FT,  
RADIUS=20 FT) ARC LENGTH=31.41 FEET; E546.94 FT; S 0DEG 35' 27" W  
310.19 FT; S 2 DEG 10'27" W96.29 FT; N88 DEG 53'56" W167.2FT; S1  
DEG 26' 24" W256.95FT; S 88DEG 53'6"E163.91FT; S 2 DEG 10'27" W  
384.49FT; S85 DEG 36'18" W 168.42FT; N89DEG26'13" W493.41FT; ALONG  
A CURVE TO R (CHORD BEARS; N 78 DEG 26'22" W 13.86FT RADIUS=303.31  
FT) ARC LENGTH=13.86 FEET N77 DEG 7'49" W48.49 FT; ALONG A CURVE  
TO L (CHORD BEARS; N 83 DEG 11'33" W74.53 FT, RADIUS=352.85FT) ARC  
LENGH=74.67 FEET; N 89 DEG 15'18"W32.14FT; ALONG A CURVE TO R(CHORD  
BEARS; N76DEG34'59" W15.4FT, RADIUS=35.1FT) ARC LENGTH=15.53 FEET  
TO BEG AREA 19.306 AC

Exhibit A-7

Medical Center Pharmacy  
5121 South Cottonwood Drive  
Murray, Utah 84107

PARCEL 21124270080000 LEGAL DESCRIPTION

LOT 2, INTERMOUNTAIN MEDICAL CENTER SUBDIVISION

## Exhibit A-8

Budge Clinic Pharmacy  
1350 North 400 East  
North Logan, Utah 84341

Tax Id Number: 05-016-0028

BEG AT NW COR OF LOGAN MEDICAL CENTER CONDOMINIUMS ON S LN OF  
TAX 1400 N ST S 1\*31'14" W25.96 FT & N 88\*36'15" W589.6 FT FROM  
NE COR LT 8 BLK 2 PLT F LOGAN FARM SVY & TH S 1\*08'45" W 278.09  
FT TH S 38\*54'47" E142.73 FT TH S 88\*28'47"E 13.38FT TH  
S43\*29'37" E271.37FT TH S88\*30'39"E279.41 FT TH N46\*30'32" E  
14.83 FT TO E LN DS BLK 2& W LN OF 600 E ST TH S1\*31'14"W33.47FT  
TH N88\*20'59" W 240.38 FT TH S1\*31'14"W237.80FT TH N88\*20'59"  
W105.25 FT TH S1\*31'14"80.80FT TO N LN OR CHURCH PARCEL TH  
N88\*20'59" W27.11 FT TO NW COR SD PARCEL TH S1\*29'00" W372.84 FT  
TO N LN OR FAIRVIEW SUBD TH N88\*38'33"W293.83FT TH  
N89\*01'29"W364.16 FT TH N1\*03'02"E234.0 FT N89\*01'29"W267.24 FT  
TO E LN OF 400 E ST TH N1\*24'41"E1057.79 FT ALG ST TO N LN OF  
1400 N ST TH S89\*03'03"E712.08FT TO BEG CONT 25.19 AC M/B TAX  
DESC

Exhibit A-9

Logan Clinic Pharmacy  
412 North 200 East  
Logan, Utah 84321

Tax Id #60-040-0018

BEG AT SW COR BLK 49 PLAT A LOGAN CITY SVY&TH N1\*827'41"E305.94  
FT TOWLY EXTENSION OF S LN OF COURTYARD CONDOS TH S 88 830'46" E  
254.45 FT TH S 74\*11'55\* E8.19 FT TO WLY BANK OF LOGAN-HYDE PARK  
TIWN CANAL TH SWLY ALG ALG CANAL IN FIVE COURSES (SEE BNDRY LN)  
TP SLY LN OF SD BLK 49 TH N 88\* 829'05\* W233.28 FT TO BRG CONT  
1.70 AC M/B

## Exhibit A-10

Watson Dixie Pharmacy  
1380 East Medical Center Drive  
Suite 1200  
St. George, Utah 84790

LEGAL S:29 T:42S R: 15WS: 28 T: 42S R: 15W A PARCEL OF LAND SITUATE WITHIN THE SOUTHEAST QUARTER OF SECTION 29, AND THE NORTHEAST QUARTER OF SECTION 32, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF FOREMASTER DRIVE, AS MONUMENTED, SAID POINT BEING NORTH 89°43'21" WEST, ALONG THE SECTION LINE, A DISTANCE OF 500.97 FEET AND NORTH 0°16'39" EAST, PERPENDICULAR TO SAID SECTION LINE, A DISTANCE OF 66.16 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 29, SAID POINT ALSO BEING NORTH 0°16'03" WEST, A DISTANCE OF 33.00 FEET, FROM A FOUND BRASS CAP MONUMENT MARKING A POINT OF CURVBATURE IN SAID FOREMASTER DRIVE RECORDED AS ENTRY NO.: 494879, IN BOOK 893, AT PAGE 462 OF PLATS, ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE; AND RUNNING THENCE NORTH 89°43'57" WEST ALONG THE NORTH LINE OF SAID FOREMASTER DRIVE, AND 33.00 FEET PERPENDICULARLY NORHTERLY AND PARALLEL WITH THE MONUMENT LINE THEREOF, A DISTANCE OF 1248.06 FEET, TO THE NORTHERLY LINE OF PARCEL CONVEYED TO ST. GEORGE CITY BY ENTRY NO.: 20090030959; THENCE ALONG THE LINE OF SAID PARCEL THE FOLLOWING FOUR (4) COURSES (1) NORTH 72°49'46" WEST, A DISTANCE OF 52.04 FEET; (2) NORTH 84°01'20" WEST, A DISTANCE OF 89.13 FEET; (3) NORTH 89°43'58" WEST, A DISTANCE OF 131.24 FEET; (4) NORTHWESTERLY ALONG THE ARC OF A 38.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°04'04", A DISTANCE OF 59.74 FEET, THE LONG CHORD OF WHICH BEARS NORTH 44°41'56" WEST, A DISTANCE OF 53.77 FEET; NORTH 89°39'45" WEST, ALONG A RADIAL BEARING A DISTANCE OF 11.91 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF RIVER ROAD, AS MONUMENTED, RECORDED AS ENTRY NO.: 363031, IN BOOK 555, AT PATE 282, SAID POINT ALSO BEING NORTH 0°20'43" EAST, ALONG THE CENTERLINE OF SAID RIVER ROAD A DISTANCE OF 80.49 FEET AND SOUTH 89°39'17" EAST , PERPENDICULAR TO SAID CENTERLINE, A DISTANCE OF 45.00 FEET, FROM A FOUND BRASS CAP MONUMENT AT THE INTERSECTION OF FOREMASTER DRIVE AND RIVER ROAD; THENCE NORTH 0°20'43" EAST, ALONG THE EAST LINE OF SAID RIVER ROAD, A DISTANCE OF 193.11 FEET, TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG THE ARC OF A 955.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 13°59'14", A DISTANCE OF 233.14 FEET, THE LONG CHORD OF WHICH BEARS NORTH 7°20'20" EAST, A DISTANCE OF 232.58 FEET; THENCE DEPARTING SAID EAST LINE ALONG A NON-RADIAL BEARING SOUTH 88°33'01" EAST, A DISTANCE OF 443.84

Exhibit A-10 - Continued

FEET; THENCE NORTH  $1^{\circ}26'59''$  EAST, A DISTANCE OF 483.84 FEET; THENCE NORTH  $88^{\circ}33'01''$  WEST, A DISTANCE OF 219.04 FEET, TO THE AFORESAID EAST LINE OF RIVER ROAD (NOTE: PRIOR COURSE IS A NON-RADIAL LINE); THENCE NORTH  $30^{\circ}21'30''$  EAST, A DISTANCE OF 93.85 FEET, TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG THE ARC OF A 1045.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF  $14^{\circ}31'52''$ , A DISTANCE OF 265.03 FEET, THE LONG CHORD OF WHICH BEARS NORTH  $23^{\circ}05'34''$  EAST, A DISTANCE OF 264.32 FEET, TO THE NORTH LINE OF PARCEL CONVEYED TO THE IHC HEALTH SERVICES, INC. RECORDED AS ENTRY NO.: 461321; THENCESOUTH  $88^{\circ}24'43''$  EAST, ALONG SAID NORTH LINE, A DISTANCE OF 80.54 FEET, TO THE WESTERLY LINE OF PARCEL CONVEYED TO THE CITY OF ST. GEORGE, RECORDED AS ENTRY NO.: 20090030958; THENCE SOUTH  $75^{\circ}28'32''$  EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 36.86 FEET, TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH  $89^{\circ}18'53''$  EAST, ALONG THE SOUTH LINE OF SAID PARCEL, AND THE NORTH LINE OF AFORESAID PARCEL CONVEYED TO IHC HEALTH SERVICES, INC., A DISTANCE OF 50.17 FEET TO THE SOUTHERLY LINE OF MEDICAL CENTER DRIVE, ALSO KNOWN AS 480 SOUTH STREET, RECORDED AS ENTRY NO.: 739834, IN BOOK 1432, AT PAGE 1206 OF PLATS; THENCE SOUTH  $75^{\circ}27'07''$  EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 64.72 FEET, TO A POINT OF CURVATURE; THENCE EASTERLY ALONG THE ARC OF 280.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF  $12^{\circ}55'48''$ , A DISTANCE OF 63.19 FEET, THE LONG CHORD OF WHICH BEARS SOUTH  $81^{\circ}55'01''$  EAST, A DISTANCE OF 63.05 FEET, TO A POINT OF TANGENCY; THENCE SOUTH  $88^{\circ}22'55''$  EAST,, ALONG THE SOUTHERLY LINE OF SAID 480 SOUTH STREET AND THE SOUTHERLY LINE OF SAID MEDICAL CENTER DRIVE, AS MONUMENTS, RECORDED AS ENTRY NO.: 20070056887, A DISTANCE OF 1072.90 FEET TO THE WEST LINE OF PARCEL CONVEYED TO STATE OF UTAH, DIXIE STATE COLLEGE, RECORDED AS ENTRY NO.: 20080024845; THENCE SOUTH  $1^{\circ}38'40''$  WEST, ALONG SAID WEST LINE, A DISTANCE OF 455.16 FEET (454.71 FEET BY RECORD); THENCE SOUTH  $88^{\circ}24'43''$  EAST, ALONG THEE SOUTHERLY LINE OF SAID DIXIE STATE COLLEGE PARCEL, A DISTANCE OF 454.29 FEET (465.18 FEET BY RECORD), TO A POINT ON THE WEST LINE OF AFORESAID MEDICAL CENTER DRIVE, AS MONUMENTED, SAID POINT ALSO BEING SOUTH  $1^{\circ}35'42''$  WEST, ALONG THE MONUMENT LINE OF MEDICAL CENTER DRIVE, A DISTANCE OF 148.60 FEET AND NORTH  $88^{\circ}24'18''$  WEST, A DISTANCE OF 33.00 FEET, FROM A FOUND BRASS CAP P.I. MONUMENT, THENCE SOUTH  $1^{\circ}35'42''$  WEST, ALONG THE WEST LINE OF SAID MEDICAL CENTER DRIVE, AND 33.00 FEET PERPENDICULARLY WESTERLY AND PARALLEL WITH THE MONUMENT LINE THEREOF, A DISTANCE OF 599.11 FEET, TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 390.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF  $60^{\circ}50'41''$ , A DISTANCE OF 414.16 FEET,

## Exhibit 10-A continued

THE LONG CVHORD OF WHICH BEARS; SOUTH  $32^{\circ}01'03''$  WEST, A DISTANCE OF 394.97 FEET, TO A POINT OF TANGENCY; THENCE SOUTH  $82^{\circ}26'23''$  WEST, A DISTANCE OF 394.97 FEET, TO A POINT OF TANGENCY; THENCE SOUGHT  $82^{\circ}26'23''$  WEST, ALONG THE WEST LINE OF SAID MEDICAL CENTER DRIVE, A DISTANCE OF 54.14 FEET, TO A POINT OF A CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF  $70^{\circ}08'17''$  ( $83^{\circ}06'10''$ ), A DISTANCE OF 30.60 FEET (36.26), THE LONG CHORD OF WHICH BEARS NORTH  $82^{\circ}29'28''$  WEST, A DISTANCE OF 28.73 FEET, TO A POINT OF INTERSECTION WITH THE EASTERLY LINE OF AFORESAID FOREMASTER DRIVE, AS MONUMENTED; SAID POINT BEING ON THE ARC OF A NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH  $55^{\circ}57';04''$  WEST; THENCE NORTHWESTERLY ALONG THE ARC OF A 433.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF  $55^{\circ}41'01''$ , A DISTANCE OF 420.82 FEET, THE LONG CHORD WHICH BEARS NORTH  $61^{\circ}53'27''$  WEST, A DISTANCE OF 404.45 FEET TO THE POINT OF BEGINNING.

## Exhibit A-11

St. George Clinic Pharmacy  
577 South River Road  
St. George, Utah 84790

S: 29T: 42S R: 15W A PARCEL OF LAND SITUATE WITH THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 42 SOUTH RANGE 15 WEST MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT NORTH  $89^{\circ}43'21''$  WEST, ALONG THE SECTION LINE, A DISTANCE OF 1596.11 FEET AND NORTH  $0^{\circ}16'39''$  EAST, PERPENDICULAR TO SAID SECTION LINE, A DISTANCE OF 542.77 FEET, FROM THE SOUTHEAST CORNER OF SIAD SECTION 29; AND RUNNING THENCE NORTH  $88^{\circ}33'01''$  WEST, A DISTANCE OF 443.84 FEET, TO THE EAST LINE OF RIVER ROAD, RECORDED AS ENTRY NO.363031, IN BOOK 555, A PAGE 28 OF PLATS, ON FILE WITH THE WASHINGTON COUNTY RECORDERS OFFICE; THENCE NORTHERLY ALONG SAID EAST LINE THE FOLLOWING TWO (2) COURSES: (1) NORTHEASTERLY ALONG THE ARC OF A 955.00 FOOT NON TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH  $75^{\circ}40'03''$  EAST, THROUGH A CENTRAL ANGLE OF  $16^{\circ}01'11''$ , A DISTANCE OF 267.02 FEET, THE LONG CHORD OF WHICH BEARS NORTH  $22^{\circ}20'33''$  EAST, A DISTANCE OF 266.15 FEET, TO A POINT OF TANGENCY; (2) NORTH  $30^{\circ}21'30''$  EAST 268.67 FEET; THENCE DEPARTING SIAD RIVER ROAD BEARING ON A NON-RADIAL LINE BEARING SOUTH  $88^{\circ}33'01''$  EAST, A DISTANCE OF 219.04 FEET; THENCE SOUTH  $1826'59''$  WEST A DISTANCE OF 483.84 FEET, TO THE POINT OF BEGINNING.

Exhibit A-12

North Ogden Clinic Pharmacy  
2400 North Washington Boulevard  
North Ogden, Utah 84414

ALL OF LOT 1, INTERMOUNTAIN, NORTH OGDEN SUBDIVISION, NORTH OGDEN CITY, WEBER COUNTY, UTAH, LESS AND EXCEPTION THAT PORTION DESCRIBED AS FOLLOWS: BEGINNING AT A POINT SOUTH 0D15'00" WEST 161.69 FEET FROM THE NORTHWEST CORNER OF SAID LOT 1, RUNNING THENCE SOUTH 89D45'EAST 116.91 FEET, THENCE SOUTH 0D15'WEST 167.00 FEET, THENCE NORTH 89D45' WEST 116.91 FEET, THENCE NORTH 0D15' EAST 167.00 FEET, MORE OR LESS TO THE POINT OF BEGINNING. [NOTE: BECAUSE THE DESCRIPTION OF RECORD DID NOT CONTAIN AN AREA FOR THIS PARCEL THE AREA FOR THIS PARCEL WAS CALCULATED BY THE RECORDERS OFFICE FOR TAX PURPOSES]

Exhibit A-13

South Ogden Clinic Pharmacy  
975 East Chambers Avenue  
South Ogden, Utah 84403

ALL OF LOT 2, PLEASANT VALLEY COURT BUSINESS PARK, SOUTHOGDEN CITY,  
WEBER COUNTY, UTAH

Exhibit A-14

Richfield Pharmacy  
1000 North Main Street  
Richfield, Utah 84701

BEGINNING AT A POINT 1754.13 FEET N 00°14'16"W ALONG THE SECTION LINE AND EAST 1669.45 FEET FROM THE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 23 SOUTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S 89°33'51" E 411.31 FEET; THENCE S 00°00'41" E 614.08 FEET; THENCE S 89°59'18" W 553.43 FEET TO THE EASTERN RIGHT-OF-WAY-LINE OF THE NORTH EXTENSION OF THE RICHFIELD MAIN STREET; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING FOUR COURSES: THENCE N 00°29'19" E 248.18 FEET; THENCE N 10°35'22" E 283.81 FEET; THENCE S 89°52'53" E 53.97 FEET; THENCE N 20°22'07" E 13.88 FEET; THENCE S 89°59'19" E .025 FEET; THENCE N 20°22'07" E 82.44 FEET TO THE POINT OF BEGINNING. AREA=7.381 ACRES

## Exhibit A-15

Layton Clinic Pharmacy  
2075 North University Park Boulevard  
Layton, Utah 84041

BEG AT A PT ON THE E LINE OF PPY CONV IN SPECIAL WARRANTY DEED RECORDED 06/06/2014 AS E#2807192 BK634 PG86; SD PT BEING N 00\*11'03" E ALG THE SEC LINE 66.00 FT & S89\*47'00" W33.00 FT & N 00\*11'03" E617.25 FT & S89\*47'00" W9.45 FT FR THE SEC DOR OF SEC 7-T4N-R1W; SLM & RUN TH S02\*58'37" W5.42FT; TH S 00\*11'05" W103.15 FT; TH S03\*59'54" W120.27 FT; THS 00\*11'03" W342.96FT; TH S 33\*32'20" W24.53 FT; TH N86\*00'56" W 26.37FT; TH N 89\*32'44" W36.40FT; TH N 00\*27'19" E 9.00 FT; THN 89\*32'41" W 14.00FT; TH S 00\*27'19" E 9.00FT; THN 89\*32'41" W 46.94 FT; TH N 00\*00'33" E 53.42 FT; TH N 89\*59'27" W 21.15 FT TO A PT OF A 226.48 FT RAD CURVE TO THE LEFT; TH NWLY 143.66 FT ALG THE ARC OF SD CURVE (LC BEARS N 36\*10'1" W 141.50FT) TO A PT OF TANGENCY; TH N 54\*14' W ALG SD ELY LINE 442.61 FT; ML; TH NWLY ALG THE ARC OF A 383.50 FT RAD CURVE TO THE RIGHT A DIST OF 43.10FT, ML (LC BEARS N21\*54'45" W42.30FT) TO THE MOST SLY PT OF PPTY CONV IN SPECIAL WARRANTY DEED RECORDED 08/18/2017 AS E#3039488 BK6831 PG20; & MORE CORRECTLY DESC IN CORRECTIVE AFFIDAVIT RECORDED 09/06/2017 AS E#3043369 BK6843 PG369, TH ALG THE SELY LINE OF SD PPTY THE FOLLOWING COURSE: 38\*41'31" E159.49FT; TH N 89\*47' E537.88 FT, ML, TO THE WLINE OF 1200 WEST STR TO THE POB. CONT5.419 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDERS OFFICE FOR I.D. PURPOSES IT DOES NOT REFLECT A SURVEY OF THE PROPERTY)

Exhibit A-16

Bountiful Clinic Pharmacy  
390 North Main Street  
Bountiful, Utah 84010

PARCEL 1: BEG AT A PT ON TH W LINE OF LOT 3, BLK52, PLAT A, BOUNTIFUL TS SURVEY; SD PT BEING 0\*03'22" E 90.00FT ALG THE W LINE OF SD LOT 3 FR THE NW COR OF LOT 3 OF SD BLK 52, SD PLAT A, BOUNTIFUL TS SURVEY & RUN TH N 45\*56'21" E 147.36FT; TH N 89\*44'32" E 157.85 FT TO TGE EXT COMMON LINE BETWEEN LOT 3 & LOT 4 OF SD BLK; TH S 0\*09'456" E 176.67 FT TO & ALG TGE SD COMMON LOT LINE TO THE SW COR OF SD LOT 4; TH N 89\*44'10" E 72.00 FT ALG THE COMMON LINE BETWEEN LOT 4 & LOT1 OF SD BLK TO A PT ON BNDRY LINE AGMT RECORDED 08/08/2014 AS E#2817285 BK6077 PG78; TH S 0\*09'46" E 264.86 FT ALG SD AGMT TO THE S LINE OF SD LOT1; TH S 80\*43'49" W336.48FT ALG THE S LINE OF LOT 1 & LOT 2 TO THE SW COR OF SD LOT 2 OF SD BLK; TH N 0\*03'22" W 239.00FT ALG THE W LINE OF LOT 3 & LOT 3 OF SDBLK TO THEPO./CONT 222 AC. (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.

Exhibit A-17

Cottonwood Apothecary  
181 East Medical Tower Drive  
Murray, Utah 84107

PARCEL 22183260250000 LEGAL DESCRIPTION

BEG S 540.81 FT & W 1358.51 FT FR NE COR OF SW  $\frac{1}{4}$  SEC 18, T2S, R1E, SLM;  
E 417.64 FT; S 254.64 FT; W 417.68 FT; N 0^00'30" E 254.64 FT TO  
BEG

## Exhibit A-18

Layton Hospital Community Pharmacy  
201 West Layton Parkway  
Layton, Utah 84041

BEG AT A PT ON THE SLY LINE OF PPTY CONV IN SPECIAL WARRANTY DEED RECORDED 09/30/2011 AS E #2618898 BK 5369 PG 1144 AT A PT 1109.80 FT S 89\*06'21" E ALG THE N LINE OF SEC28-T4N-R1W, SLB&M & 1504.16 FT S & S37\*21'26" E 247.80 FT & S33\*34'14"W223.42 FT FR THE NW COR OF SD SEC 28; SD PT BEING ON THE NLY LINE OF EASTVIEW SUB NO 8; TH S 33\*08'42" W ALG SD NLY LINE & LINE EXT 961.08 FT TO THE NWLY COR OF EASTVIEW SUB NO 6; THE S 36\*21'58" E ALG THE WLY LINE OF SD EASTVIEW NO 6, A DIST OF 333.21 FT TO A PT ON THE NLY LINE OF HERITAGE FIELDS SUB; TH S 50\*14'48" W ALG SD NLY LINE 1358.99 FT TO THE LY R/W LINE OF FLINT STREET, AS ESTABLISHED PER SD HERITAGE FIELDS SUB; TH N 22\*38'07" W ALG SD EL R/W LINE 1049.95 FT TO A PT ON THE SLY LINE OF PPTY CONV IN SD SPECIAL WARRANTY DEED; TH ALG SD SLY LINE THE FOLLOWING THIRTEEN COURSES: N 15\*06'43" W, A DIST OF 78.39 FT & N 22\*11'06" W, A DIST OF 69.48 FT & N 27\*55'17" E, A DIST OF 52.27 FT & N68\*43'00"E, A DIST OF 233.75 FT & NELY 399.63 FT ALG THE ARC OF A 2705.00 FT RAD CURVE TO THE LEFT (LC BEARS N64\*20'03" E, FOR A DIST OF 399.27 FT) & N 59\*46'08" E, A DIST OF 351.19 FT & N 63\*21'02"E, A DIST OF 113.35 FT & SELY 56.46 FT ALG THE ARC OF A 40.00 FT RAD CURVE TO THE RIGHT (LC BEARS: S 76\*12'55" E, FOR A DIST OF 51.89 FT & N 67\*53'03" E, A DIST OF 133.70 FT & NELY 70.84 FT ALG THE ARC OF A 40.00 RAD CURVE TO THE RIGHT (LC BEARS N 14\* 56'46" E, FOR A DIST OF 61.94 FT) & N65\*41'00" E, A DIST OF 407.18 FT & N 74\*07'34" E, A DIST OF 221.21 FT & S 56\*38'12"E, A DIST OF 58.68 FT, ML, TO THE POB CONT 36.29 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.

Exhibit A-19

Taylorsville Clinic Pharmacy  
3845 West 4700 South  
Taylorsville, Utah 84129

PARCEL 21081010220000

BEG N89°58'12" E800.93 FT & S0°01'48"E60.324 FT FR NW COR SEC  
8,T2S,R1W,SLM; S 86°43'18" E 212.51 FT; N89°58'12"E285 FT;  
S66°09'17" E10.93FT MOL; S0°09'36"W 423.74 FT; S10°40'02"E 96.50  
FT; S0°13'22"W26,96FTMOL; S89°58'12"W455.43 FT; N0°01'48"W250.03  
FT; S89°58'12"W66.6FT; N0°04'02"E 312.76 FT TOBEG. 6.08 AC M OR L.  
5914-1757 THRU 1767 5995-922 6457-2499

Exhibit A-20

Southridge Pharmacy  
3723 West 12600 South  
Ste 170  
Riverton, Utah 84065

BEG 895555\* W 50 FT & S01324" W 295.04 FT FR N ¼ COR, SEC 32,  
T3S,R1W, SLM; S01324\* W 526.90 FT; N895856\*E 17 FT; S01321" W  
493.17 FT; N 895912\* W 1288.77 FT; S 01729" W 654.62 FT; N 895735\*  
W 674.45 FT; N00252" E 1654.59 FT; S 895708\* E 36.09 FT; N 343631"  
E 24.36 FT; N 89555\* E 170.47 FT; NELY ALG 8263 FT RADIUS CURVE TO  
L 407.65 FT (CHD N 883107" E 407.61 FT); ELY ALG 8157 FT RADIUS  
CURVE TO R 806.59 FT (CHD N 895617" E 806.26 FT); SELY ALG 8263 FT  
RADIUS CURVE TO L 418.51 FT (CHD S 884049" E 418.46 FT); N895209"  
E 72.92 FT; S 450844" E 35.36 FT; S 895209" W 3.84 FT; S 02832" W  
61.66 FT; S 20856" E 155.41 FT TO BEG (INCLUDES ALL OF LOT 5 & PT  
LOT 4, INTEL RIVERTON

Exhibit A-21

Memorial Clinic Pharmacy  
2000 South 900 East  
Salt Lake City, Utah 84105

PARCEL 16173770360000

BEG 401 FT N OF THE SE COR OF LOT 1, BLK 2, 5 AC PLAT A BIGFIELD  
SUR; WE363 FT; N278.8 FT; E363 FT; S278.8 FT TO BEG. EXCEPTING BEG  
436.08 FT & N0\*01' W ALG CENTERLINE OF WINDSOR STREET FR A MONUMENT  
FOUND AT THE INTERSECTION OF WINDSOR STREET & 2100 S STREET;  
N0\*04'24" E278.80FT; S89\*52'05" E 2FT; S0\*04'24" W278.80 FT'  
N89\*52'05" W 2FT TO Beg. 8933-2695

Exhibit A-22

Salt Lake Clinic Pharmacy  
389 South 900 East  
Salt Lake City, Utah 84102

PARCEL 16053290310000 LEGAL DESCRIPTION

BEG N 0°00'50" E 193.11 FT FR SE COR OF BLK 42, PL B, SLC SUR; N  
0°00'50" E 351.70 FT; S89°58'43" E177.47 FT; S0°00'53"W 49.53 FT;  
S 89°58'43" E 12.63 FT; S0°00'53" W 82.55 FT; S89°58'43"E 140.07FT;  
N0°00'55" E82.55 FT; S89°58'43" E 165.09 FT; S0°00'57"W90.80 FT;  
S 89°58'43" E 16.51FT; S 0°00'58" W239.39 FT; N 89°58'42" W181.59  
FT; S 0°00'55"W 165.10 FT; N89°58'41" W 38.96FT; N  
54°58'41"W18.95FT; S89°22'22" W 45.38 FT; N 0°37'35" W 2.25FT;  
S89°22'23" W 12,50 FT; S 0°37'35" E 2.25FT' S89°22'21" W 3.05FT;  
S53°51'08" W17.25 FT; N 89°58'41" W 54.25 FT; N 0°00'53" E193.11FT;  
N89°58'42" W 146.57 FT TO BEG. 4.37 AC M OR L. 4321-0327,0328 4400-  
0119 4449-089 4555-1020 4792-0541 5359-0554,0555 5668-0744 5669-  
2995 5714-0488,0490 5857-0378 6094-0242 6199-2730 6561-14066,1410  
6536-0749 6561-1406 6682-0496, 0509 7126-1362, 1369 8417-4731  
9877-7401

Exhibit A-23

Alta View Pharmacy  
9450 South 1300 East  
Sandy, Utah 84094

BEG 89\*21'10"W528.73 FT M OR L & S56.45FT FR NE COR SEC  
8,T3S,R1E,SLM; S87\*26'37" E256.86 FT MOR L; S89\*21'10"E184.16 FT;  
S53\*54'09" E 30.50FT; S2\*06'19" E83 FT; s2\*29'50"W102.60FT;  
S4\*24'23" E360.20FT; S2\*29'50"E109.61 FT; S'LY ALG 3445.50 FT  
RADIUS CURVE TO R 16.49 FT M OR L; S89\*57'W151.10 FT M OR L;  
N3\*28'16" W 230.41 FT; S 89\*57' W342.57 FT; N'LY ALG CURVE TO R  
68.23 FT; N0\*09'33"W185.67 FT; N4\*30'28"E101.50FT;  
N0\*17'52"W117.67 FT M OR L TO BEG.5.93 AC M OR L 58-2371 5993-1154  
6002-0928 6172-0264 9045-9810

Exhibit A-24

Orem Clinic Pharmacy  
505 West 400 North  
Orem, Utah 84057

COM N89\*52'32"W60.14 FT & S78.93 FT FR N ¼ COR SEC 15, T6S,  
R2E,SLB&M; S0DEG 37'0"E900.45 FT; N89 DEG 54'4" W644.54 FT; S  
0DEG2'40"E 158.87 FT; ALONG A CURVE TO L (CHORD BEARS:S 21DEG  
27'22" E36.51 FT, RADIUS = 51 FT) ALONG A CURVE TO R (CHORD BEARS:  
S21DEG12'55" E36.19 FT, RADIUS =50 FT) S111.85 FT; S 89DEG 52'3"  
W109.11 FT; N89DEG 54'1" W319.05 FT; N 0DEG 42'9" W424.35 FT;  
S89DEG 59'50" E105.15FT; N473.3 FT; N89DEG 56'28" E936.48 FT TO  
BEG.AREA 21.148 AC

Exhibit A-25

American Folk Pharmacy  
98 North 1100 East  
Suite 101  
American Folk, Utah 84003

LOT 1, INTERMOUNTAIN HEALTHCARE AMERICAN FOLK HOSPITAL SUB AREA  
29.526 AC.