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Curtis R. Ward & Associates, P.C.  
265 East 100 South, Suite 250  
Salt Lake City, Utah 84111

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SHERYL L. WHITE, DAVIS CNTY RECORDER  
2001 DEC 4 3:07 PM FEE 22.00 DEP MT  
REC'D FOR METRO NATIONAL TITLE

SE 36-2N-1W

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06-095-0178

### AGREEMENT REGARDING REAL PROPERTY

ABS #60104 - S.E.C. 2600 South & Hwy. 89  
Bountiful, Utah

THIS AGREEMENT REGARDING REAL PROPERTY ("**Agreement**"), is made as of the 4th day of December, 2001 ("**Effective Date**"), by and between AMERICAN DRUG STORES, INC., an Illinois corporation ("**Seller**"), and SFP-B LIMITED PARTNERSHIP, an Oregon limited partnership ("**Buyer**"); collectively, the "**Parties**", and individually, a "**Party**."

### RECITALS

- A. WHEREAS, pursuant to that certain Purchase and Sale Agreement dated as of October 24, 2001 ("**Sale Agreement**"), by and between the Parties, Seller has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller, certain real property as more particularly described on Exhibit "A" (such real property being sometimes referred to hereinafter as the "**Subject Property**").
- B. WHEREAS, the Subject Property is subject to that certain Declaration of Restrictions and Easements dated April 4, 2001, by and between Seller and MacDonald-Christensen Limited Liability Company, a Utah limited liability company ("**Declaration**").
- C. WHEREAS, the Declaration was recorded with the Davis County Recorder on April 5, 2001, in Book 2781, at Page 308, as Entry No. 1651586.
- D. WHEREAS, the Subject Property is referred to in the Declaration as "Tract 1" and/or "Parcel 1".
- E. WHEREAS, Seller is the current "Owner" (as such term is defined in Section 1.02(e) of the Declaration) of Tract 1/Parcel 1.
- F. WHEREAS, Section 7.02 of the Declaration provides, in part, that if any Owner sells or transfers all or any portion of its interest in any Parcel, such Owner shall, upon the sale and conveyance of title, be released and discharged from all of its obligations as Owner in connection with the property sold by it arising under the Declaration after the sale and conveyance of title,

but shall remain liable for all obligations arising under the Declaration prior to the sale and conveyance of title, and the new Owner of any such Parcel or any portion thereof shall be liable for all obligations arising under the Declaration with respect to such Parcel or portion thereof after the date of sale and conveyance of title.

**G.** WHEREAS, on the Effective Date, Seller is conveying its interest in Tract 1/Parcel 1 to Buyer.

**H.** WHEREAS, the Parties desire to memorialize their agreement of record as more particularly set forth below.

NOW THEREFORE, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows, effective as of the Effective Date:

1. **ASSIGNMENT.** Seller assigns, sets over, transfers and conveys to Buyer all of Seller's right, title and interest in and to the Declaration and from and after the Effective Date, Seller shall be released from any and all further liability under the Declaration, except as expressly provided to the contrary in the Declaration. Buyer accepts such assignment and the rights granted herein, and assumes and agrees to perform all obligations and liabilities of Seller under the Declaration arising and accruing from and after the Effective Date, including, but not limited to, those obligations set forth in Sections 3.03, 3.04 and 3.09 of the Declaration.

2. **INDEMNIFICATION.** Seller hereby indemnifies and shall defend and hold Buyer harmless from and against any obligations and liabilities of, and rights against, the Owner of Tract 1/Parcel 1 under the Declaration arising or accruing prior to the Effective Date. Buyer hereby indemnifies and shall defend and hold Seller harmless from and against any obligations and liabilities of, and rights against, the Owner of Tract 1/Parcel 1 under the Declaration arising or accruing from and after the Effective Date. Nothing in this Section 2 shall be deemed to negate Buyer's indemnities (including, but not limited to, that set forth in Section 4.4.5 of the PSA) as set forth in the PSA.

3. **GENERAL PROVISIONS.**

3.1 **Severability.** If any term or provision of this Agreement or the application of it to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

3.2 **Pronouns.** When required by context, the singular shall include the plural, and the neuter gender shall include a person, corporation, firm, association, or other business arrangement.

3.3 **Captions.** The captions in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

3.4 **Governing Law.** This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Utah.

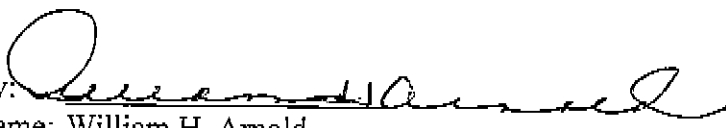
3.5 **Construction.** This Agreement shall be interpreted and construed only by the contents hereof.

3.6 **Recitals & Exhibits.** The above Recitals, and Exhibit "A" attached hereto, are incorporated herein by this reference and constitute an integral part of this Agreement.

3.7 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument, and shall be effective upon execution of one (1) or more of such counterparts by each of the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

AMERICAN DRUG STORES, INC.,  
an Illinois corporation

By:   
Name: William H. Arnold  
Title: Vice President

"Seller" *NWC*

SFP-B LIMITED PARTNERSHIP,  
an Oregon limited partnership,

By: SSC-B, Inc.,  
an Oregon corporation  
Its: General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
"Buyer"

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an Illinois corporation

By: \_\_\_\_\_  
Name: William H. Arnold  
Title: Vice President

"Seller" *NWC*

SFP-B LIMITED PARTNERSHIP,  
an Oregon limited partnership,

By: SSC-B, Inc.,  
an Oregon corporation  
Its: General Partner

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
"Buyer"

STATE OF IDAHO

)

COUNTY OF ADA

) S.S.

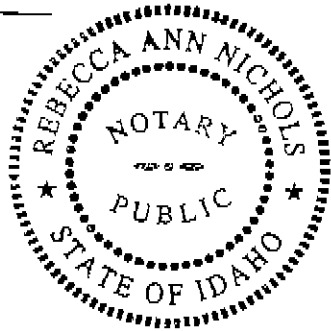
)

On this 30<sup>th</sup> day of November, 2001, before me, the undersigned, a Notary Public in and for such County and State, personally appeared William H. Arnold known or identified to me to be the Vice President of American Drug Stores, Inc., an Illinois corporation, the corporation that executed the foregoing instrument, and acknowledged to me that such instrument is the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute such instrument.

WITNESS MY HAND and official seal hereto, affixed the day, month and year in this certificate first above written.

My commission expires:

09.29.06



Rebecca Ann Nichols

Notary Public in and for the State of Idaho.  
Residing at Boise, Idaho.

STATE OF Oregon )  
 )SS.  
COUNTY OF Crook )

On November 30, 2001, before me, the undersigned Notary Public in and for said County and State, personally appeared Richard B. Borgman

X personally known to me  
or  
\_\_\_\_\_ proved to me on the basis of satisfactory evidence to be

the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal

Mary L. Cosgriffe  
Signature of Notary



## EXHIBIT "A"

Legal Description of Subject Property

A parcel of land located in the City of Bountiful, County of Davis, State of Utah, said parcel of land being more particularly described as follows:

Beginning at a point which lies South 89 degrees 45 minutes 35 seconds East 1534.87 feet along the North line of the Southeast quarter of Section 36, Township 2 North, Range 1 West, Salt Lake Base and Meridian, and South 00 degrees 14 minutes 25 seconds West perpendicular to said North line 870.49 feet from the center of said Section 36, Township 2 North, Range 1 West, Salt Lake Base and Meridian, a found brass cap (said beginning point also lies East 150.73 feet and South 33.13 feet from the centerline intersection city monument at Highway 89 and 2600 South being a found brass cap), (point of beginning also lies South 89 degrees 51 minutes 48 seconds West 1190.85 feet along the South line of the Southeast quarter of said Section 36 and North 00 degrees 08 minutes 13 seconds West 1856.83 feet perpendicular to said South line to establish beginning point of original vesting deed, recorded as Entry No. 1491770, in Book 2456, at Page 1111, Davis County Records Office), said point also lies on the South right of way line of 2600 South Street; running thence along the West right of way line of 625 West Street being South 00 degrees 05 minutes 30 seconds East 375.83 feet; thence along the Northerly boundary line of the Tract No. 2 (Tract 2 being the land adjacent on the South) the following three (3) courses: 1) North 89 degrees 59 minutes 43 seconds West 100.14 feet; 2) North 75 degrees 30 minutes 10 seconds West 126.36 feet; 3) North 89 degrees 59 minutes 43 seconds West 99.96 feet to a point which lies on the Westerly right of way line of State Road 89; thence along said right of way line North 31 degrees 19 minutes 30 seconds East 403.03 feet to a point which lies on the South right of way line of 2600 South Street; thence along said right of way line South 89 degrees 57 minutes 00 seconds East 112.30 feet to the point of beginning.