

This instrument was prepared by:

Drinker Biddle & Reath LLP
50 Fremont Street, 20th Floor
San Francisco, CA 94105
Attention: Sara Hansen Wilson, Esq.

and should be returned to:

MCS Bountiful Property Holdings, LLC
911 Chestnut Street
Clearwater, FL 33756

Tax Parcel No.: 03036124

(SPACE ABOVE THIS LINE FOR RECORDING DATA)

GRANT DEED

KNOW ALL MEN BY THESE PRESENTS THAT:

FOR CONSIDERATION, on this 18th day of September 2018, the receipt and sufficiency of which are hereby acknowledged, WALGREEN CO., an Illinois corporation ("Grantor"), hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee to MCS BOUNTIFUL PROPERTY HOLDINGS, LLC, a Florida limited liability company ("Grantee"), the following described real property in the City of Bountiful, County of Davis, State of Utah (the "Property"):

See Exhibit A which is attached hereto and incorporated by this reference,

Subject to all matters of record and those matters set forth on Exhibit B attached hereto.

TOGETHER with all the tenements, hereditaments, easements and appurtenances, if any, thereunto belonging or in anywise appertaining to the Property.

TO HAVE AND TO HOLD the same in fee simple forever.

AND Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said Property in fee simple; that it has good right and lawful authority to sell and convey said Property;

Grantee acknowledges and agrees that the Property shall be conveyed subject to the following restrictions (except in the event that Grantor or Grantor's affiliates shall again become a tenant or owner of the Property): the Property shall not be used for the operation of a drug store or a so-called prescription pharmacy or prescription ordering, processing or delivery facility, whether or not a pharmacist is present at such facility, or for any other purpose requiring a qualified pharmacist or other person authorized by law to dispense medicinal drugs, directly or indirectly, for a fee or remuneration of any kind is prohibited. Notwithstanding the foregoing, Grantor acknowledges and agrees that Grantee may use the Property for the operation of a 24 hour free standing emergency department, medical and administrative offices for emergency and urgent

medical care and/or surgical care on a 24 hour basis, and/or diagnostic center, medical purpose, ambulatory surgery and care, and/or urgent care for use during normal operating hours; provided, however, that Grantee shall not, in all events, use the Property for the operation of a pharmacy, although Grantee and/or its tenant may issue prescriptions and dispense medicines to their patients under the care of Grantee and/or its tenant, as applicable. Said restrictions shall remain in effect for a period of ten (10) years after the date of the recording of this Deed.

IN WITNESS WHEREOF, Grantor has signed these presents on the date first above written.

WALGREEN CO.

By:

Name: Richard N Steiner

Its: Director

Signed, sealed and delivered in our presence:

Witness: [Signature]

Print Name: Tanya M Burnidge

Witness: [Signature]

Print Name: Dexa P Perohit

State of Illinois
County of Lake

The foregoing instrument was acknowledged before me this September 17, 2018 by
Richard N Steiner, the Director of WALGREEN CO., an Illinois
(name of officer or agent) (title of officer or agent)
corporation, on behalf of the corporation.
(Seal)

Barbara J. Francart
Signature of person taking acknowledgment
(Title or rank) Notary
(Serial number, if any)

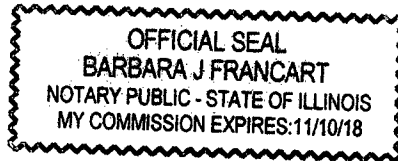


Exhibit A
Legal Description

Parcel 1:

Beginning at a point on the south right of way line of 500 South Street, said point being North 89°48'05" East 110.00 feet from the Southeast corner of the intersection of Main Street and 500 South Street in Bountiful City, Utah, and said point of beginning also being South 89°48'05" West 263.89 feet from the Northeast corner of Lot 4, Block L, NORTH MILL CREEK PLAT, BOUNTIFUL TOWNSITE SURVEY and running thence North 89°48'05" East along said South line 158.52 feet: thence South 0°10'30" East 121.04 feet; thence North 89°49'30" East 178.36 feet; thence North 0°10'30" West 9.30 feet; thence North 89°48'05" East 81.525 feet to the West right of way line of 100 East Street; thence South 0°10'30" East along said West right of way line 222.52 feet to an extension of the North line of Millstream Garden Apartments: thence North 87°52'35" West along said extension and North line of said Millstream Garden Apartments 368.28 feet to the Northwest corner of said apartments; thence North 0°43'18" East 1.52 feet to a certain old fence line; thence West along said fence line 160.36 feet to the East line of Main Street: thence North 0°11'05" West along said East line 207.32 feet: thence North 89°48'05" East 110.00 feet: thence North 0°11'05" West 110.00 feet to the point of beginning.

LESS AND EXCEPT therefrom that portion conveyed to GFI LTD. II, by Quit-Claim Deed recorded January 18, 1985 as Entry No. 692685 in Book 1020 at Page 479 of Davis County Official Records and more particularly described as follows:

Beginning at a point which is North 89°48'05" East 446.88 feet and South 0°10'30" East 111.80 feet from the Southeast corner of the intersection of Main street and 500 South street in Bountiful, Utah, said point of beginning also being North 89°48'05" East 72.99 feet and South 0°10'30" East 111.80 feet from the Northeast corner of Lot 4, Block L, NORTH MILL CREEK PLAT, BOUNTIFUL TOWNSITE SURVEY and running thence North 89°48'05" East 36.16 feet; thence South 0°10'30" East 9.315 feet: thence South 89°49'30" West 36.16 feet; thence North 0°10'30" West 9.30 feet to the point of beginning.

Parcel 2:

Beginning at a point on the East line of Main Street, said point being South 89°48'05" West 373.89 feet and South 0°11'05" East 317.32 feet from the Northeast corner of Lot 4, Block L, NORTH MILL CREEK PLAT, BOUNTIFUL TOWNSITE SURVEY, in the City of Bountiful, said point of beginning also being South 874.08 feet and West 2183.20 feet from the Northeast corner of Section 30, Township 2 North, Range 1 East, Salt Lake Base and Meridian, as established by the Davis County Surveyor, and running thence South 0°11'05" East along the East line of Main Street 96.50 feet; thence South 88°26'20" East along an old fence line 113.84 feet; thence South 0°43'18" West 0.66 feet to a corner of the Millstream Garden Apartments Property; thence North 89°49'40" East (North 89°50'45" East per Millstream Garden Apartments) along said property 45.0 feet;

thence North 0°43'18" East (North 0°44'23" East per Millstream Garden Apartments) along said property 100.13 feet; thence West 160.36 feet to the point of beginning.

Parcel 3:

Beginning on the South line of property conveyed to GFI LTD. II, at a point South 89°48'05" West 33.00 feet and 144.8 feet South from the monument marking the intersection of said 500 South and 100 East street, said monument being North 89°52'35" East 67.96 feet along the section line, South 0°07'25" East 516.71 feet along the centerline of 400 East Street and South 89°48'05" West 1675.8 feet along the centerline of said 500 South Street from the Northeast corner of Section 30, Township 2 North, Range 1 East, Salt Lake Base and Meridian and running thence South 0°10'30" East 222.52 feet parallel to and 33.00 feet distant West from the centerline of said 100 East street to an extension of the North line at Millstream Garden Apartments 1; thence North 87°52'35" West 16.51 feet, more or less; thence North 0°10'30" West 222.52 feet, more or less, to the South line of the "GFI" property along the existing West line of said 100 East Street; thence North 89°48'05" East 16.5 feet, more or less, along said South line to the point of beginning.

Parcel 4:

TOGETHER WITH the appurtenant non-exclusive easements and rights of way as set forth in "Declaration of Restrictions and Grant of Easements" recorded July 21, 1983 as Entry No. 646452 in Book 951 at Page 475 in the Official Records of Davis County, State of Utah, and as amended by that certain "First Amendment to Declaration of Restrictions and Grant of Easements and Development Agreement", recorded March 19, 1984 as Entry No. 666904 in Book 982 at Page 477; by that certain "Second Amendment to Declaration of Restrictions and Grant of Easements and Development Agreement", recorded November 2, 1984 as Entry No. 686747 in Book 1011 at Page 1090; and by that certain "Agreement and Third Amendment to Declaration of Restrictions and Grant of Easements", recorded June 24, 1988 as Entry No. 829094 in Book 1242 at Page 822; all of Official Records of Davis County, State of Utah.

Parcel 5:

Together with those easements and rights of way for storm drainage and storm drainage lines as set forth in "Easement", recorded March 12, 1984 as Entry No. 666408 in Book 981 at Page 857 and in that certain document entitled "Easement Agreement", recorded August 17, 1984 as Entry No. 680624 in Book 1002 at Page 934 of Official Records of Davis County.

Street Address: 535 S. Main Street, Bountiful, UT 84010

Tax Parcel Serial No.: 030360124

Exhibit B
Permitted Exceptions

1. Taxes for the year 2018 now a lien, not yet due.
2. Any charge upon the land by reason of its inclusion in Bountiful Water Subconservancy District, South Davis Sewer Improvement District, South Davis Recreation Special Service District and Bountiful City.
3. Right-of-Way Easement, in favor of Mountain States Telephone and Telegraph Company, for telephone and telegraph and such communication and other facilities and appurtenances together with incidental rights and purposes thereunder, recorded September 4, 1963 as Entry No. 256360 in Book 275 at Page 180 of Official Records.

(The preceding affects a portion of the Property)

4. Right-of-Way Easement, in favor of Mountain States Telephone and Telegraph Company, for telephone and telegraph and such communication and other facilities and appurtenances together with incidental rights and purposes thereunder, recorded February 9, 1976 as Entry No. 360931 in Book 478 at Page 325 of Official Records.

(The preceding affects a portion of the Property)

5. Grant of Easement, in favor of Bountiful, a municipal corporation, for the purpose of public utility lines and incidental rights and purposes thereunder, and the terms, covenants, conditions and effects thereof, recorded July 2, 1983 as Entry No. 646451 in Book 951 at Page 474 of Official Records.

(The preceding affects a portion of the Property)

6. Declaration of Restrictions and Grant of Easements, and the terms, covenants to run with the land, conditions, restrictions, easements and rights of way and effects thereof, recorded July 21, 1983 as Entry No. 646452 in Book 951 at Page 475 of Official Records.

First Amendment to Declaration of Restrictions and Grant of Easements and Development Agreement, and the terms, covenants to run with the land, conditions, restrictions, easements and rights of way and effects thereof, recorded March 19, 1984 as Entry No. 666904 in Book 982 at Page 477 of Official Records

Second Amendment to Declaration of Restrictions and Grant of Easements and Development Agreement, and the terms, covenants to run with the land, conditions, restrictions, easements and rights of way and effects thereof, recorded November 2, 1984 as Entry No. 686747 in Book 1011 at Page 1090 of Official Records.

Agreement and Third Amendment to Declaration of Restrictions and Grant of Easements , and the terms, covenants to run with the land, conditions, restrictions, easements and rights of way and

effects thereof, recorded June 24, 1988 as Entry No. 829094 in Book 1242 at Page 822 of Official Records. (Note: the referenced Development Agreement in the aforesaid documents, Entry No. 646455 in Book 951 at Page 524, has been terminated by the instrument recorded September 25, 1992 as Entry No. 993582 in Book 1535 at Page 1017 of Official Records)

(The preceding affects the Property with other land not included herein)

7. Declaration of Restrictions and Grant of Easements (Parcel 1), and the terms, covenants to run with the land, conditions, restrictions, easements and rights of way and effects thereof, recorded July 21, 1983 as Entry No. 646453 in Book 951 at Page 497 of Official Records.

First Amendment to Declaration of Restrictions and Grant of Easements (Parcel 1) and Common Area Maintenance Agreement, and the terms, covenants to run with the land, conditions, restrictions, easements and rights of way and effects thereof, recorded March 19, 1984 as Entry No. 666905 in Book 982 at Page 483 of Official Records.

Second Amendment to Declaration of Restrictions and Grant of Easements (Parcel 1) and Common Area Maintenance Agreement, and the terms, covenants to run with the land, conditions, restrictions, easements and rights of way and effects thereof, recorded November 9, 1984 as Entry No. 687417 in Book 1012 at Page 1005 of Official Records.

(The preceding affects the Property with other land not included herein)

8. Common Area Maintenance Agreement, dated June 6, 1988, by and among George S. Diumentii II and Thomas C. Mabey; GFI Ltd., II, a Utah limited partnership; and Albertson's, Inc., a Delaware corporation, and the terms, covenants to run with the land, conditions, restrictions, easements and rights of way and effects thereof, recorded July 21, 1983 as Entry No. 646454 in Book 951 at Page 508 of Official Records.

First Amendment to Declaration of Restrictions and Grant of Easements (Parcel 1) and Common Area Maintenance Agreement, and the terms, covenants to run with the land, conditions, restrictions, easements and rights of way and effects thereof, recorded March 19, 1984 as Entry No. 666905 in Book 982 at Page 483 of Official Records.

Second Amendment to Declaration of Restrictions and Grant of Easements (Parcel 1) and Common Area Maintenance Agreement, and the terms, covenants to run with the land, conditions, restrictions, easements and rights of way and effects thereof, recorded November 9, 1984 as Entry No. 687417 in Book 1012 at Page 1005 of Official Records.

Agreement and Third Amendment to Common Area Maintenance Agreement, and the terms, covenants to run with the land, conditions, restrictions, easements and rights of way and effects thereof, recorded June 24, 1988 as Entry No. 829093 in Book 1242 at Page 814 of Official Records.

(The preceding affects a portion of the Property together with other land not included herein)

9. Lease Agreement, dated July 13, 1983, by and between Bountiful, a municipal corporation, as Lessor, and GFI II Ltd., a Utah partnership, as Lessee, for a strip of land approximately 19.30 feet in width as described therein, and the matters, terms, covenants and conditions therein, recorded July 21, 1983 as Entry No. 646456 in Book 951 at Page 535 of Official Records.

A portion of the said leased land was vacated (16.5 feet approximately) and terminated as to the said lease by that certain Ordinance No. 85-1, by the City Council of Bountiful, Utah, being an Ordinance vacating a portion of 100 East immediately South of 500 South in Bountiful, vacating a 16.5 foot strip of land formerly dedicated to said 100 East street, and the matters described therein, recorded October 9, 1985 as Entry No. 715544 in Book 1056 at Page 332 of Official Records.

(Note: remains affecting a 2.8 foot approximate strip of land not vacated, adjacent to the subject lands described herein on the East)

(The preceding affects a portion of the Property together with other land not included herein)

10. Sublease Agreement, dated July 19, 1983, by and between GFI II Ltd., a Utah partnership, as Lessor, and Albertson's, Inc., a Delaware corporation, as Lessee, for a strip of land approximately 19.30 feet in width as described therein, and the matters, terms, covenants and conditions therein, recorded July 21, 1983 as Entry No. 646457 in Book 951 at Page 539 of Official Records.

A portion of the said leased land was vacated (16.5 feet approximately) and terminated as to the said lease by that certain Ordinance No. 85-1, by the City Council of Bountiful, Utah, being an Ordinance vacating a portion of 100 East immediately South of 500 South in Bountiful, vacating a 16.5 foot strip of land formerly dedicated to said 100 East street, and the matters described therein, recorded October 9, 1985 as Entry No. 715544 in Book 1056 at Page 332 of Official Records.

(Note: remains affecting a 2.8 foot approximate strip of land not vacated, adjacent to the subject lands described herein on the East)

(The preceding affects a portion of the Property together with other land not included herein)

11. Easement in favor of Albertson's Inc., a Delaware Corporation and GFI LTD., II, a Utah Limited Partnership, for underground storm drainage system and appurtenant facilities, and incidental rights and purposes thereunder, subject to the terms and conditions contained therein, recorded March 12, 1984 as Entry No. 666408 in Book 981 at Page 857 of Official Records.

Also: Easement Agreement by and between Prowswood LTD., a Utah Corporation and Albertson's Inc., a Delaware Corporation and GFI LTD, II, a Utah limited partnership, for underground storm drainage system and appurtenant facilities, and incidental rights and purposes thereunder, subject to the terms and conditions contained therein, recorded August 17, 1984 as Entry No. 680624 in Book 1002 at Page 934 of Official Records.

(The preceding affects appurtenances for the Property together with other land not included herein)

12. Right-of-Way Easement, in favor of Mountain States Telephone and Telegraph Company, for telephone and telegraph and such communication and other facilities and appurtenances together with incidental rights and purposes thereunder, recorded September 28, 1984 as Entry No. 684074 in Book 1007 at Page 889 of Official Records.

(The preceding affects a portion of the Property)

13. Any easements for public utilities existing under the land which may have existed by unrecorded license given by Bountiful City, as evidenced by that certain Ordinance No. 85-1, by the City Council of Bountiful, Utah, being an Ordinance vacating a portion of 100 East immediately South of 500 South in Bountiful, vacating a 16.5 foot strip of land formerly dedicated to said 100 East street, and the matters described therein, recorded October 9, 1985 as Entry No. 715544 in Book 1056 at Page 332 of Official Records.

(The preceding affects a portion of the Property together with other land not included herein)

14. Boundary Line Agreement, dated June 9, 1988, by and between Margie S. Burningham; Bruce R. Boog and Carmen M. Boog, husband and wife; Rodney Ward Gibson and Marjean Gibson Crowther; and et al, and the terms, covenants to run with the land, conditions and effects thereof, recorded June 24, 1988 as Entry No. 829090 in Book 1242 at Page 806 of Official Records.

(The preceding affects a portion of the Property together with other land not included herein)

15. Notice of Creation of the South Davis Metro Fire Service Area recorded December 23, 2015 as Entry No. 2911949 in Book 6419 at Page 53 of Official Records.