

When recorded send to:

Sherry Meyerhoff Hanson & Crance LLP
520 Newport Center Drive, Suite 1400
Newport Beach, California 92660
Attn: James B. Callister, Esq.

Send Subsequent Tax Bills To:

c/o CareTrust REIT, Inc.
905 Calle Amanecer, Suite 300
San Clemente, California 92673
Attn: _____

PARCEL ID # 04-069-0097

--Space above for recorder's use--

WARRANTY DEED

PARAGON ASSISTED LIVING, INC., a nonprofit corporation of the State of Utah ("**Grantor**") hereby CONVEYS and WARRANTS to CTR PARTNERSHIP, L.P., a Delaware limited partnership ("**Grantee**"), whose address is c/o CareTrust REIT, Inc., 905 Calle Amanecer, Suite 300, San Clemente, California 92673, Attn: Gregory K. Stapley, for the sum of TEN AND NO/100 (\$10.00) DOLLARS, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, all of Grantor's right, title and interest in and to the real property located in Davis County, Utah, and more particularly described in Exhibit A attached hereto (the "**Land**").

TOGETHER with Grantor's right, title and interest in and to (1) all rights, privileges, easements, rights of way, mineral and water rights and other appurtenances to the Land, including parking rights appurtenant thereto; (2) an assisted living facility consisting of 80 licensed beds located at 499 East 500 South, Bountiful, Utah 84010, and other related improvements (the "**Improvements**"); and (3) all fixtures of a permanent nature currently affixed to the Land or the Improvements.

SUBJECT ONLY TO the items listed on Exhibit B attached hereto and made a part hereof (collectively, the "**Permitted Exceptions**").

TO HAVE AND TO HOLD same unto Grantee, as sole owner, forever, with all appurtenances, rights and privileges thereunto belonging.

Grantor does for Grantor and Grantor's heirs, personal representatives, executors and assigns forever hereby covenant with GRANTEE, as sole owner, that Grantor is lawfully seized in fee simple of said premises; that the premises are free from all encumbrances made by Grantor, excepting only the Permitted Exceptions; that Grantor has good right to sell and convey the same as aforesaid; and to forever warrant and defend the title to the said lands against all

claims and demands of Grantor and any person claiming or to claim by, through or under Grantor, subject to the Permitted Exceptions.

[Signature Page Follows]

Dated to be effective as of February 12, 2020.

PARAGON ASSISTED LIVING, INC.,
a nonprofit corporation of the State of Utah

By: David A. Bland
David A. Bland, CEO

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me on February 12, 2020, by David A. Bland, as CEO of Paragon Assisted Living, Inc., a nonprofit corporation of the State of Utah.

Helga H. Swanson
NOTARY PUBLIC
Residing at: Kaysville, UT

My Commission Expires:
02/26/2020

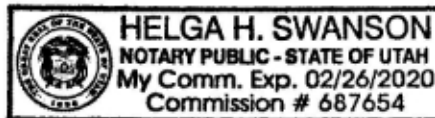


Exhibit A to Warranty Deed

Legal Description of the Real Property

Beginning at a point on the North boundary of 500 South Street (a 66 foot wide right-of-way) which point is North 89°38'33" East 67.96 feet along the section line and South 00°11'23" East 516.71 feet along the centerline of 400 East Street (a 66 foot wide right-of-way) to an existing brass monument and North 89°44'04" East 486.42 feet along the centerline of said 500 South Street and North 00°11'23" West 33.0 feet from the relocated Northwest corner of Section 29, Township 2 North, Range 1 East, Salt Lake Base and Meridian and running thence North 00°11'23" West 236.50 feet; thence North 89°44'04" East 4.99 feet to a point on the Westerly fence line of Barton Creek (a concrete lined drainage canal); thence along said Westerly fence line in the following five courses: North 20°30'00" West 67.43 feet, Northwesterly 82.07 feet along the arc of a 330.00 foot radius curve to the right through a central angle of 14°15'00" (radius point bears North 69°30'00" East from the beginning of the curve), North 06°15'00" West 28.99 feet, North 14°30'00" West 79.17 feet, North 20°19'46" West 23.83 feet; thence South 89°40'49" East 346.15 feet; thence South 24°20'40" West 110.21 feet; thence Southwesterly 43.09 feet along the arc of a 100.00 foot radius curve to the left through a central angle of 24°41'15" (radius point bears South 65°39'20" East from the beginning of the curve); thence South 00°20'35" East 71.50 feet; thence Southwesterly 95.86 feet along the arc of a 125.00 foot radius curve to the right through a central angle of 43°56'26" (radius point bears South 89°39'25" West from the beginning of the curve) to a point of reverse curvature; thence Southerly 57.32 feet along the arc of a 75.00 foot radius curve to the left through a central angle of 43°47'14" (radius point bears South 46°24'09" East from the beginning of the curve); thence South 00°11'23" East 151.78 feet; thence South 89°44'04" West 168.00 feet along the North side of said 500 South Street to the point of beginning.

Tax Parcel No.: 04-069-0097

Exhibit B to Warranty Deed

Permitted Exceptions

1. Taxes for the year 2020 are accruing as a lien not yet due and payable under Parcel No. 04-069-0097. Taxes for the year 2019 were EXEMPT.
2. Subsequent assessments or taxes and any penalties and interest, due to any change in the Land usage or loss of exemption.
3. The herein described Land is located within the boundaries of Bountiful City, Weber Basin Water Conservancy District, Davis County Mosquito Abatement District, Bountiful Irrigation District, South Davis Sewer Improvement District, South Davis Recreation District, South Davis Metro Fire District, and is subject to any and all charges and assessments levied thereunder.

NOTE: As of the effective date of this warranty deed, said charges and assessments are paid current.

4. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. There may be leases, grants, exceptions or reservations of interests that are not listed.
5. Claim, right, title or interest to water or water rights whether or not shown by the Public Records.
6. Right of Way and Utility Easement, including any presumed right, privilege and authority benefiting the corresponding Utility Company for overhead transmission lines (including all appurtenant posts, poles, anchors, cables, guy wires and fixtures), to construct, operate, maintain and remove equipment and other facilities, from time to time, upon, over and along the South boundary of the subject Land, as evidenced by a visual inspection.
7. Right(s) of Way for Holbrook Creek and/or Barton Creek, and any facilities appurtenant thereto, including but not limited to, water pipelines and ditches, as the same may be found to intersect the herein described Land, together with any rights or asserted rights in and to said Creek(s) or pertaining to the use and maintenance of said Creek(s). The Company further excepts any adverse claim based on (i) the assertion that some of the boundaries of the herein described Land have been affected by a change in the course of said Creek(s); (ii) the uncertainty of the boundaries of said Creek(s); and (iii) the assertion that the Land is subject to water rights, claims or title to water and to any law or governmental regulation pertaining to wetlands.
8. Rights of adjoining land owners and the public in and to the roadway within the Easterly portion of subject Land as disclosed by a visual inspection and that certain survey prepared by Peterson Engineering PC, having been certified under the date of January 15, 2020, last revised _____, 2020, as Job No. 142459-19R000, by David D. Peterson, a Professional Land Surveyor holding License No. 295720.
9. Right of Way Easement in favor of the Mountain States Telephone and Telegraph Company, to construct, operate, maintain and remove communication equipment and other facilities and incidental purposes, from time to time, upon, over, under and across a portion of the subject Land, recorded January 2, 1919, as Entry No. 28029, in Book F of Liens and Leases, at Page 341.

10. Right of Way and Easement Grant, in favor of Mountain Fuel Supply Company, to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, valves, valve boxes, and other gas transmission and distribution facilities and incidental purposes, through and across a portion of the subject Land. Said Right of Way and Easement Grant recorded December 16, 1975, as Entry No. 424878, in Book 586, at Page 777.
11. Right of Way and Easement Grant, in favor of Mountain Fuel Supply Company, to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, valves, valve boxes, and other gas transmission and distribution facilities and incidental purposes, through and across a portion of the subject Land. Said Right of Way and Easement Grant recorded December 16, 1975, as Entry No. 424879, in Book 586, at Page 778.
12. Right of Way Easement in favor of the Mountain States Telephone and Telegraph Company, to construct, operate, maintain and remove communication equipment and other facilities and incidental purposes, from time to time, upon, over, under and across a portion of the subject Land, recorded June 24, 1976, as Entry No. 436699, in Book 606, at Page 453.
13. Right of Way and Easement Grant, in favor of Mountain Fuel Supply Company, to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, valves, valve boxes, and other gas transmission and distribution facilities and incidental purposes, through and across a portion of the subject Land. Said Right of Way and Easement Grant recorded October 9, 1980, as Entry No. 576642, in Book 843, at Page 367.
14. Right-of-Way Agreement Water & Sewer Lines in favor of Bountiful, a municipal corporation, its successors and assigns, recorded July 30, 1985 as Entry No. 708672 in Book 1045 at Page 658.
15. The terms, conditions and restrictions set forth in that certain Warranty Deed recorded July 14, 1989 as Entry No. 863799 in Book 1302 at Page 987.
16. The terms, conditions and restrictions set forth in that certain Warranty Deed recorded July 14, 1989 as Entry No. 863800 in Book 1302 at Page 991.
17. Easement in favor of Bountiful, a municipal corporation of the State of Utah, its successors and assigns, recorded December 16, 1991 as Entry No. 951586 in Book 1457 at Page 648.
18. Right-of-Way Agreement for Utility Purposes in favor of Bountiful, a municipal corporation, its successors and assigns, recorded October 3, 1994 as Entry No. 1145362 in Book 1807 at Page 896.
19. Right-of-Way Agreement for Utility Purposes in favor of Bountiful, a municipal corporation, its successors and assigns, recorded July 16, 1998 as Entry No. 1423548 in Book 2326 at Page 701.
20. Right-of-Way Agreement for Barton Creek in favor of Bountiful, a municipal corporation, its successors and assigns, recorded July 16, 1998 as Entry No. 1423549 in Book 2326 at Page 702.
21. Easement Agreement in favor of U S West Communications, Inc., a Colorado corporation, its successors, assigns, lessees, licensees and agents, recorded December 29, 1998 as Entry No. 1473130 in Book 2421 at Page 133.
22. Rights of current tenants, as tenants only, under prior unrecorded residential leases.

23. Subject to the following matters disclosed on that certain survey prepared by Peterson Engineering PC, having been certified under the date of January 15, 2020, last revised _____, 2020, as Job No. 142459-19R000, by David D. Peterson, a Professional Land Surveyor holding License No. 295720:
- a. Existing utilities, including but not limited to sight light(s), storm inlet(s), water valve(s), fire hydrant(s), curb storm inlet(s), water manhole(s), electric meter(s)/box(es), located on and across the land without dedicated easements and any prescriptive easement rights associated with the same
 - b. The fact that the existing fence(s) are not located on the boundary line(s)
 - c. Right of Way and Easement Grant recorded as Entry No. 424878 crosses through the Southeast corner of the existing building as shown on survey