

RESOLUTION

RESOLUTION NO. 2025-18

A RESOLUTION OF THE BUTLER COUNTY FINANCE AUTHORITY TO AUTHORIZE A PURCHASE AND SALE AGREEMENT FOR 1 N MAIN ST, MIDDLETOWN, OH 45042

WHEREAS, STORE Master Funding VI, LLC ("Seller") has provided the Butler County Finance Authority ("Buyer") with a Purchase and Sale Agreement ("PSA") for the acquisition of the property located at 1 N Main St, Middletown, OH 45042 ("the Property"), the terms of which are currently being negotiated by the parties, and

WHEREAS, the PSA proposes the purchase of the Property, which includes approximately 13,031 square feet of land and 84,007 square feet of buildings, for a price of \$650,000.

WHEREAS, the PSA outlines the following key terms for the transaction:

- **Property:** Approximately 13,031 square feet of land and 84,007 square feet of buildings located at 1 N Main St, Middletown, OH 45042.
- **Purchase Price:** The purchase price is \$650,000.
- **Inspections and Due Diligence:** BCFA has a 120-day "Inspection Period" to perform non-invasive investigations, tests, and inspections, and can terminate the agreement for any reason during this period
- **Closing:** The closing is to take place within 30 days after the Inspection Period ends, on a date mutually agreed upon by both parties
- **Earnest Money Deposit:** BCFA shall deposit \$10,000 to First American Title Company, with \$5,000 of that becoming non-refundable upon execution of the PSA. The remaining amount will become non-refundable after the due diligence period, provided BCFA does not terminate the PSA and the Seller does not breach its terms
- **Closing Costs:** The Buyer and Seller will each pay half of the escrow fees and other closing costs. The Seller will pay their own legal expenses and transfer tax, while the Buyer will be responsible for their own legal expenses, financing expenses, and any costs for additional studies or title insurance endorsements they require.

WHEREAS, the PSA and the transactions described therein are subject to approval by the Butler County Finance Authority's Board of Directors.

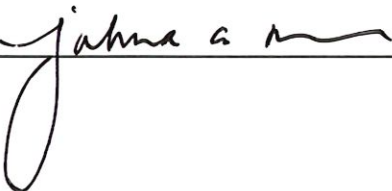
NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Butler County Finance Authority hereby approves the PSA for the Property located at 1 N Main St, Middletown, OH 45042, in substantially the form attached hereto as Exhibit A, with such changes as may be negotiated by the President/Chief Executive Officer and Chairperson of the Board, in their reasonable discretion.

BE IT FURTHER RESOLVED, that the appropriate officers of the Butler County Finance Authority are authorized to execute the PSA and to take any further actions necessary to move forward with this transaction.

APPROVED AND ADOPTED BY the Board of Directors of the Butler County Finance Authority, this 24 day of September, 2025

Motion to pass Resolution Director Egloff Seconded by Director Quinn

 Chair, Butler County Finance Authority

Attest:  Secretary

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of September __, 2025 (the "Effective Date"), by and between **STORE MASTER FUNDING VI, LLC**, a Delaware limited liability company ("Seller"), and **BUTLER COUNTY FINANCE AUTHORITY**, an Ohio port authority ("Purchaser"). Except as otherwise expressly defined herein, capitalized terms will have the meanings set forth on Exhibit A attached hereto and incorporated herein by this reference.

For and in consideration of the mutual covenants and promises hereinafter set forth, the parties hereby mutually covenant and agree as follows:

ARTICLE I

PURCHASE OF PROPERTY

Section 1.01. Agreement To Purchase. Purchaser agrees to purchase, and Seller agrees to sell, in accordance with the terms, conditions and stipulations set forth in this Agreement (the "Transaction"), all of Seller's right, title and interest in and to (a) the real property as more particularly described on Exhibit B attached hereto, and any and all improvements thereon and appurtenances thereto (collectively, the "Real Property"); (b) the fixtures affixed thereto; and (c) all other property interests belonging or appurtenant to the Real Property (all of the foregoing items in clauses (a) through (c) above, now or hereafter existing, collectively, the "Property"). Notwithstanding any provision contained in this Agreement, expressly excluded from the definition of "Property" are the following items: personal property, appliances, furniture and equipment from time to time situated on or used in connection with the Property. Seller does not own any personal property located at the Property. Should Seller be deemed to own any personal property located at the Property, Seller hereby disclaims and abandons such ownership and quitclaims without any express or implied warranties including, but not limited to, implied warranties or merchantability or fitness for a particular purpose or any interest it may have therein to Purchaser as of the Closing. Purchaser covenants and agrees that the Property shall be delivered at the Closing empty of all tangible personal property and equipment and in broom-clean condition.

Section 1.02. Purchase Price. The purchase price to be paid by Purchaser to Seller for the Property is \$650,000.00 (the "Purchase Price"). The Purchase Price shall be paid by Purchaser in immediately available federal funds at Closing.

Section 1.03. Earnest Money Deposit. Within five (5) Business Days after the Effective Date of this Agreement, Purchaser shall deposit with the Title Company via wire transfer the sum of \$10,000.00 (together with all accrued interest thereon, if any, the "Earnest Money Deposit"). The Earnest Money Deposit shall be held by the Title Company and shall be applied against the Purchase Price at Closing or disbursed as provided herein; *provided, however*, at Purchaser's direction and expense (if any), the Earnest Money Deposit shall be placed in an interest-bearing account by the Title Company. A portion of the Earnest Money Deposit in the amount of \$5,000.00 (the "Non-Refundable Deposit") shall be immediately non-refundable to Purchaser and deemed earned by Seller as additional consideration for entering into this Agreement. The balance of the Earnest Money Deposit shall be non-refundable upon the expiration of the Inspection Period, except as expressly set forth in this Agreement. In the event that the Earnest Money Deposit is not paid when due, Seller may at its option terminate this Agreement and neither Purchaser nor

Seller shall have any further duties or obligations under this Agreement, except as otherwise provided herein.

Section 1.04. Prorations. All taxes relating to the Property for the year of Closing shall be prorated as of the Closing Date and taxes shall be based on the most recent mill levy and most recent assessed valuation, or, if not available, on the taxes for the calendar year immediately preceding Closing. All prorations shall be final.

Section 1.05. Condition of Property. Except as set forth in this Agreement, Seller and Purchaser understand and agree that Purchaser's purchase of the Property and other rights to be conveyed, sold, transferred and/or assigned pursuant to this Agreement shall be on an "AS IS" "WHERE IS" physical basis, "WITH ALL FAULTS," without representation or warranty, express or implied, with regard to physical condition, including without limitation, any latent or patent defects, conditions of soils or groundwater, existence or nonexistence of hazardous materials, quality of construction, workmanship, merchantability or fitness for any particular purpose as to the physical measurements or useable space thereof. Purchaser hereby acknowledges that Purchaser has inspected or will inspect the Property, and any related financial information to Purchaser's satisfaction and that Seller does not plan to conduct its own inspection and shall not be liable for any latent or patent defects in the Property. Purchaser affirmatively represents that it has performed or will perform, to Purchaser's satisfaction, a thorough and independent analysis of the Property. Except as set forth in this Agreement, Purchaser acknowledges that neither Seller nor any representative or agent of Seller has made any representation or warranty as to any of the following: (a) the physical or environmental condition (including surface and subsurface conditions), state of repair, income, expenses, operations of the Property and surrounding property; (b) the assignability, assumability, transferability or validity of any licenses, permits, government approvals, warranties or guaranties relating to the Property or the use and operation thereof; (c) the accuracy or completeness of any information provided by Seller with respect to the Property; (d) compliance or noncompliance with local, state or federal statutes, ordinances, orders or regulations concerning the Property or the use thereof; (e) prior or current operations conducted on the Property; (f) the operation of the business conducted at the Property; (g) ownership or possession of any personal property, appliances, furniture and equipment located on or used in connection with the Property; or (h) any matter or thing affecting or relating to the Property or this Agreement not expressly stated in this Section 1.05. Purchaser has not been induced by and has not relied upon any statement, representation or agreement, whether express or implied, not specifically set forth in this Agreement. Seller shall not be liable or bound in any manner by any oral or written statement, representation, warranty, agreement or information pertaining to the Property or this Agreement, made by any agent, employee, tenant or any other Person.

ARTICLE II

DUE DILIGENCE

Section 2.01. Title Insurance.

(a) ***Title Commitment and Title Policy.*** Within five (5) days of the Effective Date, Seller shall order an owner's title insurance commitment ("Title Commitment") with respect to the Property issued by the Title Company, for an owner's title insurance policy (the "Title Policy"). Seller shall cause a copy of the Title Commitment and copies of the Schedule B-2 exceptions to be delivered to Purchaser within thirty (30) days of the Effective Date.

(b) **Title Company.** The Title Company is hereby employed by the parties to act as escrow agent in connection with this Transaction. This Agreement shall be used as instructions to the Title Company, as escrow agent, which may provide its standard conditions of acceptance of escrow; *provided, however*, that in the event of any inconsistency between such standard conditions of acceptance and the terms of this Agreement, the terms of this Agreement shall prevail. The Title Company's receipt of this Agreement and the opening of an escrow pursuant to this Agreement shall be deemed to constitute conclusive evidence of the Title Company's agreement to be bound by the terms and conditions of this Agreement pertaining to the Title Company.

(c) **Title Company Actions.** The Title Company is authorized to pay, from any funds held by it for each party's respective credit and in accordance with the closing statements executed by both parties, all amounts set forth on the closing statements as necessary to procure the delivery of any documents and to pay, on behalf of Purchaser and Seller, all charges and obligations payable by them, respectively. Seller and Purchaser will pay all charges payable by them to the Title Company. The Title Company shall not cause the Transaction to close unless and until it has received written instructions from Seller and Purchaser to do so. The Title Company is authorized, in the event any conflicting demand is made upon it concerning these instructions or the escrow, at its election, to hold any documents and/or funds deposited hereunder until an action shall be brought in a court of competent jurisdiction to determine the rights of Seller and Purchaser or to interplead such documents and/or funds in an action brought in any such court. Deposit by the Title Company of such documents and funds, after deducting therefrom its reasonable expenses and attorneys' fees incurred in connection with any such court action, shall relieve the Title Company of all further liability and responsibility for such documents and funds.

(d) **Title Objections.**

(i) Within fifteen (15) days after the Purchaser's receipt of both the Title Commitment and the Survey, if any, but in no event after the expiration of the Inspection Period, Purchaser shall notify Seller in writing of Purchaser's objection, if any, to any exceptions or other title matters shown on the Title Commitment or the Survey (each, a "Title Objection"). If any Title Objection is not removed or resolved by Seller or committed to be removed or resolved by Seller in writing on or before the expiration of the Inspection Period, then Purchaser's sole remedy is to terminate this Agreement upon written notice to Seller, in which event the Earnest Money Deposit shall be returned to Purchaser, the Non-Refundable Deposit shall be disbursed to Seller, and neither Purchaser nor Seller shall have any further duties or obligations under this Agreement, except as otherwise provided herein. Notwithstanding the foregoing, (1) Seller shall have no obligation to respond to any Title Objections and a failure by Seller to respond to any Title Objections shall be deemed an election by Seller not to cure, and (2) any Title Objection that may be resolved by the payment of money (such as mortgages or liens) shall be satisfied through payment of the same at Closing.

(ii) Following the Inspection Period, if any supplement to the Title Commitment discloses any additional title defects not previously disclosed in the original Title Commitment and which were not created by or with the consent of Purchaser, and which are not acceptable to Purchaser, Purchaser shall notify Seller in writing of its objection thereto (each, an "Additional Title Objection") within

three (3) days following receipt of such supplement or revision. If any Additional Title Objection is not removed or resolved by Seller to Purchaser's satisfaction within three (3) days of Seller's receipt of the Additional Title Objection, then Purchaser shall have the option, as its sole remedy, to terminate this Agreement upon written notice to Seller within six (6) days of Purchaser sending the Additional Title Objection, but in no event after the Closing Date, in which event the Earnest Money Deposit shall be returned to Purchaser, the Non-Refundable Deposit shall be disbursed to Seller, and neither Purchaser nor Seller shall have any further duties or obligations under this Agreement, except as otherwise provided herein. If Purchaser fails to terminate within six (6) days of Purchaser sending the Additional Title Objection, Purchaser shall be deemed to have waived such Additional Title Objection.

(iii) Purchaser's failure to timely deliver a Title Objection or an Additional Title Objection shall be deemed Purchaser's acceptance of the matters disclosed by the Title Commitment and the Survey. If Purchaser does not terminate this Agreement by reason of any Title Objection or Additional Title Objection as provided in this Section, then such Title Objection or Additional Title Objection shall be deemed waived and approved by Purchaser and shall thereafter be deemed a Permitted Encumbrance.

Section 2.02. Seller Documents. With reasonable promptness, but in no event later than three (3) Business Days from the Effective Date, which may include delivery by granting Purchaser access to an electronic data room or via email, Seller shall deliver to Purchaser the following items which are in Seller's possession or under its control (collectively, the "Seller Documents"):

- (a) any existing survey or site plan related to the Property (the "Survey");
- (b) any existing owner's title insurance policy issued to Seller related to the Property;
- (c) any existing environmental report related to the Property (the "Environmental Report");
- (d) the last three (3) years of utility bills (electric, water, sewer and gas) for the Property;
- (e) any warranties with respect to the Property;
- (f) any service or other contracts with respect to the Property;
- (g) any existing building and systems schematics or drawings;
- (h) any permits with respect to the Property;
- (i) itemization of the last three (3) years of capital expenditures at the Property and any projection for capital expenditures needed at the Property; and
- (j) any other information related to the Property reasonably requested by the Purchaser related to the Property during the Inspection Period.

Seller makes no representation or warranty regarding the Seller Documents, or any other materials relating to the Property delivered to Purchaser.

Section 2.03. Survey. Purchaser may, at its sole cost and expense, order an update to the Survey (or a new survey) if desired by Purchaser.

Section 2.04. Environmental. Purchaser may, at its sole cost and expense, order an update to the Environmental Report or a new Phase I environmental assessment report, if deemed necessary by Purchaser in its sole discretion. Purchaser may not perform any additional subsurface environmental investigation or Phase II environmental assessment without the written consent of Seller and on such terms as may be agreeable to Seller, in its reasonable discretion.

Section 2.05. Inspections. From the Effective Date and for a period of one hundred twenty (120) days thereafter (the "Inspection Period"), Purchaser may perform whatever non-invasive investigations, tests and inspections upon the Property during normal business hours or as otherwise requested by Seller that Purchaser deems reasonably appropriate (collectively, the "Inspections"); *provided, however*, that prior thereto, Purchaser shall give Seller at least two (2) Business Days prior notice thereof. For purposes of arranging any Inspections, Purchaser shall contact Seller as follows:

Name: Claudine Rousseau

Phone: (480) 256-1100

Email: crousseau@storecapital.com

Purchaser shall have the right to terminate this Agreement by written notice to Seller on or before the expiration of the Inspection Period if, for any reason or no reason, Purchaser determines, in its sole discretion, that the Property is not satisfactory, in which event, this Agreement shall terminate without further liability to the parties except as expressly set forth herein and the Earnest Money Deposit shall be returned to Purchaser and the Non-Refundable Deposit shall be disbursed to Seller. In the event that Purchaser fails to provide such written notice to Seller on or before expiration of the Inspection Period, Purchaser shall be deemed to have waived any objections based upon the Inspections and subject to Sections 2.01(d), 6.02(a) and 7.01, the Earnest Money Deposit shall be non-refundable.

In connection with any of Purchaser's Inspections, (a) ¹Purchaser shall be responsible for any and all Losses of any nature arising from or connected with any Inspections performed pursuant to this Agreement; (b) Purchaser shall promptly repair any damage caused by Purchaser's Inspections, (c) Purchaser shall fully comply with all laws, ordinances, policies, rules and regulations in connection with such Inspections, and (d) Seller or any representative of Seller shall have the right to be present during any Inspection. Purchaser's obligations under this Section shall survive Closing or termination of this Agreement.

Section 2.06. Confidentiality. Purchaser hereby agrees, for itself and its Affiliates, to keep and treat as confidential all Inspections, Seller Documents, financials and other information and materials provided by Seller in connection with the Transaction containing confidential information regarding any of the Property, Seller, Tenant and their Affiliates; *provided, however*, that Purchaser and/or its Affiliates may disclose the same: (a) on a confidential basis to their

¹ Purchaser is a governmental entity and may not legally indemnify.

contractors, directors, officers, affiliates, employees, attorneys, accountants, agents, consultants, prospective purchasers or lenders, advisors, investors, potential investors and regulators; (b) as required by law, or by court or administrative agency order, with all appropriate action taken to limit their availability and disclosure and with Seller being given prior written notice of any such required disclosure; (c) to the extent such information already exists in the public domain; or (d) with Seller's prior approval. In the event that Purchaser elects to terminate this Agreement, Purchaser shall promptly confirm in writing to Seller that it has destroyed or deleted any copies of any Seller Documents, financials and other information and materials provided by Seller in connection with the Transaction containing confidential information regarding any of the Property, Seller and its Affiliates that Purchaser has in its possession; provided, however, that Purchaser may retain copies of such information as a part of Purchaser's data backup or disaster recovery protocols, to confirm compliance with this Agreement or otherwise as may be required by law. The provisions of this Section shall survive Closing or termination of this Agreement.

ARTICLE III

CLOSING

Section 3.01. Closing. Subject to the provisions of Article V of this Agreement, the closing date of the Transaction contemplated by this Agreement (the "Closing") shall occur within thirty (30) days following expiration of the Inspection Period, as set by mutual agreement of Seller and Purchaser (the "Closing Date"). Seller's counsel shall prepare all Transaction Documents and the parties shall deposit all funds and all documents (including without limitation, the executed Transaction Documents) required hereunder with the Title Company on or before the Closing Date. At Closing, the funds and documents deposited into escrow will be appropriately disbursed and distributed by the Title Company, and Seller will deliver possession of the Property to Purchaser, all as required by and specified under this Agreement.

Section 3.02. Transaction Costs. Except as otherwise expressly provided in this Agreement, Purchaser shall pay for all costs associated with its diligence activities, including without limitation, the updates (if any) of the Survey and Environmental Report, the procurement of any financing (including, without limitation, any mortgage taxes and recording fees related to any mortgages and/or deeds of trust), the premium and all endorsements related to the Title Policy, any search and exam fees related to the Title Policy, recording fees related to the Transaction Documents and one-half of any escrow costs. Seller shall pay all transfer taxes or conveyance fees, fees for deed preparation and one-half of any escrow costs. Each party shall pay its own legal and other professional fees. The provisions of this Section shall survive Closing or termination of this Agreement.

ARTICLE IV

REPRESENTATIONS WARRANTIES AND COVENANTS

Section 4.01. Seller. Seller represents and warrants to, and covenants with, Purchaser as follows:

(a) ***Organization and Authority.*** Seller is duly organized or formed, validly existing and in good standing under the laws of its state of formation. Seller has all requisite power and authority to execute, deliver and perform its obligations under this Agreement and all of the other Transaction Documents, and to carry out the Transaction.

The Person who has executed this Agreement on behalf of Seller has been duly authorized to do so.

(b) **Enforceability of Documents.** Upon execution by Seller, this Agreement and the other Transaction Documents shall constitute the legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, arrangement, moratorium, or other similar laws relating to or affecting the rights of creditors generally, or by general equitable principles.

(c) **OFAC List.** Seller is not currently identified on the OFAC List, and is not a Person with whom a citizen of the United States is prohibited from engaging in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or executive order of the President of the United States.

(d) There is no pending or, to the best of Seller's knowledge, threatened claim, litigation, condemnation, administrative action or other legal proceeding involving or affecting the Property or any portion thereof.

(e) Other than this Agreement, there are no oral or written agreements or contracts made by Seller which in any way affect or relate to the Property.

(f) At the time of Closing, there will be no outstanding contracts made by Seller for any improvements to the Property which have not been paid in full.

(g) Seller knows of no condition on or beneath the surface of the Property which would affect or prohibit Purchaser from operating the Property consistent with its historic use.

(h) No underground storage tank(s) (collectively, hereinafter referred to as "UST's") are located on the Property. Neither Seller nor any employee, agent or contractor of Seller has removed any UST's from the Property.

(i) Neither Seller nor any other party acting at the direction of or with consent of Seller have manufactured, treated, stored or disposed of any Hazardous Substance on the Property in violation of any applicable law, rule or regulation; nor, to the best of Seller's knowledge, has any licensee or lessee of the Property or predecessor in ownership of the Property manufactured, treated, stored or disposed of any Hazardous Substance on the Property in violation of any applicable law, rule or regulation.

(j) There has been no "release" of a Hazardous Substance on or from the Property by Seller or any other party acting at the direction or with the consent of Seller; nor, to the best of Seller's knowledge, has there been any release of a Hazardous Substance on or from the Property by any licensee or lessee of the Property or any predecessor in title to the Property. Seller has not received notification that it is a potentially responsible party under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") as a result of its acts or omissions on the Property. Seller has not received notification from any state or local government under any similar provisions of state or local law.

(k) The systems, roof and structure of the Property are in good condition and repair, ordinary wear and tear excepted.

For purposes of this Agreement, the term "Hazardous Substance" shall mean any substance which is defined as a "hazardous waste", "hazardous substance", "contaminant", "toxic" or "pollutant" (including but not limited to asbestos, petroleum, crude oil or any derivative thereof) under any federal, state or local statute, regulation, rule or ordinance or amendments thereto including, without limitation CERCLA and/or the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et. seq.). The term "release" shall have the meaning given to such term in CERCLA.

All representations and warranties of Seller made in this Agreement shall be true as of the date of this Agreement, shall be deemed to have been made again at and as of the Closing Date, shall be true at and as of the Closing Date, and, together with the covenants made by Seller herein, shall survive for two (2) years following Closing.

Section 4.02. Purchaser. Purchaser represents and warrants to, and covenants with, Seller as follows:

(a) **Organization and Authority.** Purchaser is duly organized and formed, validly existing and in good standing under the laws of its state of formation. Purchaser has all requisite power and authority to execute, deliver and perform its obligations under this Agreement and all of the other Transaction Documents and to carry out the Transaction. The Person who has executed this Agreement on behalf of Purchaser has been duly authorized to do so.

(b) **Enforceability of Documents.** Upon execution by Purchaser, this Agreement and the other Transaction Documents shall constitute the legal, valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with their respective terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, arrangement, moratorium, or other similar laws relating to or affecting the rights of creditors generally, or by general equitable principles.

(c) **Litigation.** There are no actions or proceedings pending against or involving Purchaser before any Governmental Authority which in any way adversely affect or may adversely affect Purchaser or Purchaser's ability to perform under this Agreement and the other Transaction Documents.

(d) **OFAC List.** Purchaser is not currently identified on the OFAC List, and is not a Person with whom a citizen of the United States is prohibited from engaging in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or executive order of the President of the United States.

(e) **Bankruptcy Petition.** Purchaser hereby agrees that it shall not institute against, or join any other Person in instituting against, Seller, any bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding, or any other proceeding under any federal or state bankruptcy or similar law. The provisions of this Section shall survive Closing or termination of this Agreement.

All representations and warranties of Purchaser made in this Agreement shall be true as of the date of this Agreement, shall be deemed to have been made again at and as of the Closing Date, shall be true at and as of the Closing Date, and, together with the covenants made by

Purchaser herein, except as otherwise expressly set forth herein, shall survive for two (2) years following Closing.

ARTICLE V

CONDITIONS PRECEDENT TO CLOSING

Section 5.01. Purchaser's Conditions to Closing. Purchaser shall not be obligated to close the Transaction until the fulfillment (or written waiver by Purchaser) of all of the following conditions:

(a) Seller shall have delivered to the Title Company the following items:

(i) fully executed originals of (i) the Deed; and (ii) all of the other Transaction Documents; and

(ii) documents that may be required by the Title Company for issuance of the Title Policy;

(b) Seller shall have delivered to the Title Company an executed closing settlement statement reflecting the credits, prorations, and adjustments contemplated by or specifically provided for in this Agreement;

(c) Seller shall have delivered to the Title Company such further documents as may reasonably be required in order to fully and legally close this Transaction; and

(d) The Title Company shall be irrevocably committed to issue the Title Policy subject only to the Permitted Encumbrances.

Upon the fulfillment or Purchaser's written waiver of all of the above conditions, Purchaser shall deposit immediately available federal funds necessary to close this Transaction to be disbursed by the Title Company to Seller immediately upon Closing. Unless otherwise dated, all of the documents to be delivered at Closing shall be dated as of the Closing Date.

Section 5.02. Seller's Conditions Precedent to Closing. Seller shall not be obligated to close the Transaction until the fulfillment (or written waiver by Seller) of all of the following conditions:

(a) Purchaser shall have delivered to the Title Company the Purchase Price, as adjusted pursuant to the requirements of this Agreement, in immediately available federal funds;

(b) Purchaser shall have delivered to the Title Company fully executed originals of any of the Transaction Documents to be executed by Purchaser;

(c) Purchaser shall have delivered to the Title Company an executed closing settlement statement reflecting the credits, prorations, and adjustments contemplated by or specifically provided for in this Agreement; and

(d) Purchaser shall have delivered to the Title Company such further documents as may reasonably be required in order to fully and legally close this Transaction.

ARTICLE VI

DEFAULTS; REMEDIES

Section 6.01. Default. Each of the following shall be deemed an event of default (each, an "Event of Default"):

(a) if any representation or warranty of a party set forth in this Agreement or any other Transaction Document is false in any material respect; or

(b) if a party fails to keep or perform any of the terms or provisions of this Agreement.

Section 6.02. Purchaser Remedies. In the event of any Event of Default by Seller, which remains uncured for a period of five (5) days following Seller's receipt of written notice from Purchaser of such Event of Default (except in the event of a failure to close on the Closing Date for which there shall be no cure period), Purchaser, as its sole and exclusive remedy, shall be entitled to exercise, at its option, any one of the following:

(a) Purchaser may terminate this Agreement by giving written notice to Seller in which case the Earnest Money Deposit, the Non-Refundable Deposit shall be disbursed to Seller, shall be returned to Purchaser, Seller shall remit to Purchaser an amount equal to its actual, documented, out-of-pocket costs and expenses incurred in connection with the transaction described herein, and thereafter neither party shall have any further obligation or liability, except for the obligations and provisions which are expressly stated to survive termination of this Agreement; or

(b) Purchaser may institute a suit for specific performance, and in the event that Purchaser prevails in its suit for specific performance and Seller is compelled by the court to convey the Property to Purchaser, Seller shall reimburse Purchaser for Purchaser's documented, out-of-pocket legal expenses for legal fees incurred in such action; or

(c) Purchaser may proceed to Closing.

Section 6.03. Seller Remedies. In the event of any Event of Default by Purchaser, which remains uncured for a period of five (5) days following Purchaser's receipt of written notice from Seller of such Event of Default (except in the event of a failure to close on the Closing Date for which there shall be no cure period), Seller, as its sole and exclusive remedy (except for the indemnity obligations of Purchaser under Section 7.04), shall be entitled to receive the Earnest Money Deposit as liquidated damages (and not as a penalty) and to terminate this Agreement whereupon neither party shall have any further obligation or liability, except for the obligations and provisions which are expressly stated to survive termination of this Agreement.

Section 6.04. Waiver. Purchaser and Seller each hereby waive all other rights and remedies not expressly provided for herein, whether in law or in equity; *provided, however*, subject to Section 7.20 below and other terms and conditions of this Agreement, the foregoing shall not

limit any rights or remedies either party may have after Closing with respect to those representations, warranties, indemnities, or other provisions of this Agreement expressly stated to survive Closing.

ARTICLE VII

MISCELLANEOUS

Section 7.01. Risk of Loss.

(a) **Condemnation.** If, prior to Closing, action is initiated to take the Property, or any portion thereof, by eminent domain proceedings or by deed in lieu thereof, Purchaser may elect at or prior to Closing, to (i) terminate this Agreement, in which event the Earnest Money Deposit shall be returned to Purchaser, the Non-Refundable Deposit shall be disbursed to Seller, and neither Purchaser nor Seller shall have any further duties or obligations under this Agreement, except as otherwise provided herein, or (ii) proceed to close, in which event all of Seller's assignable right, title and interest in and to the award of the condemning authority, shall be assigned to Purchaser at Closing less any costs and expenses incurred by Seller in connection with the condemnation and there shall be no reduction in the Purchase Price.

(b) **Casualty.** Seller assumes all risks and liability for damage to or injury occurring to the Property by fire, storm, accident, or any other casualty or cause until Closing has been consummated. If the Property, or any part thereof, suffers any material damage prior to Closing from fire or other casualty, which Seller, at its sole option, does not elect to repair, Purchaser may elect at or prior to Closing, to (i) terminate this Agreement, in which event the Earnest Money Deposit shall be returned to Purchaser, the Non-Refundable Deposit shall be disbursed to Seller, and neither Purchaser nor Seller shall have any further duties or obligations under this Agreement, except as otherwise provided herein; or (ii) consummate Closing, in which event all of Seller's right, title and interest in and to the proceeds of any insurance covering such damage (less an amount equal to any expense and costs incurred by Seller to repair or restore the Property and any portion paid or to be paid on account of the loss of rents or other income from the Property for the period prior to the Closing Date, all of which shall be payable to Seller), shall be assigned to Purchaser at Closing.

Section 7.02. Notices. All notices, demands, designations, certificates, requests, offers, consents, approvals, appointments and other instruments given pursuant to this Agreement (collectively called "Notices") shall be in writing and given by (a) hand delivery; (b) express overnight delivery service; (c) certified or registered mail, return receipt requested; or (d) electronic mail message, and shall be deemed to have been delivered upon (i) receipt, if hand delivered; (ii) the next Business Day, if delivered by a reputable express overnight delivery service; (iii) the third Business Day following the day of deposit of such notice with the United States Postal Service, if sent by certified or registered mail, return receipt requested; or (iv) transmission if by electronic mail. Notices shall be provided to the parties and addresses specified below:

If to Purchaser: Butler County Finance Authority
300 High Street, Suite 601
Hamilton, Ohio 45011
Attention: Joshua Smith, President/CEO
Telephone: _____
Email: joshua@thebcfa.org

With a copy to: Millikin & Fitton Law Firm
Catherine L. Evans, Esq.
232 High St.
Hamilton Ohio 45011
(513) 863-6700
Email: evans@mfitton.com

If to Seller: STORE Master Funding VI, LLC
8377 E. Hartford Drive, Suite 100
Scottsdale, AZ 85255
Attention: Ms. Claudine Rousseau
Telephone: (480) 256-1100
Email: crousseau@storecapital.com

With a copy to: Spencer Fane LLP
2415 E. Camelback Rd., Suite 600
Phoenix, AZ 85016
Attention: Brian Zavislak
Telephone: (602) 333-5456
Email: bzavislak@spencerfane.com

or to such other address or such other Person as either party may from time to time hereafter specify to the other party in a notice delivered in the manner provided above. Whenever in this Agreement the giving of Notice is required, the giving thereof may be waived in writing at any time by the Person or Persons entitled to receive such Notice.

Section 7.03. Assignment. The rights of Purchaser under this Agreement may be assigned upon written notice to Seller. No assignment of Purchaser's right and interest hereunder shall relieve Purchaser of any liability for the performance of any obligation of Purchaser contained herein. The provisions of this Section 7.03 shall survive Closing.

Section 7.04. Brokerage Commission. Each of the parties represents and warrants to the other that neither party has dealt with, negotiated through or communicated with any broker in connection with this Transaction, except for Republic Commercial Real Estate (Nick Barela) as dual agent on behalf of Seller and on behalf of Purchaser. Upon Closing, Seller shall pay a commission of 4.5% of the Purchase Price to such broker. Each party shall be responsible to the other party regarding any and all claims, loss, costs and expenses, including reasonable attorneys' fees, resulting from any claims that may be made against such party by any other broker claiming a commission or fee by, through or under the other party. The parties' respective obligations under this Section 7.04 shall survive Closing or termination of this Agreement.

Section 7.05. Reporting Requirements. The parties agree to comply with any and all reporting requirements applicable to the Transaction which are set forth in any law, statute,

ordinance, rule, regulation, order or determination of any Governmental Authority, and further agree upon request, to furnish the other party with evidence of such compliance.

Section 7.06. INTENTIONALLY OMITTED.

Section 7.07. Time is of the Essence. The parties hereto expressly agree that time is of the essence with respect to this Agreement.

Section 7.08. Non-Business Days. If the Closing Date or the date for delivery of a notice or performance of some other obligation of a party falls on a Saturday, Sunday or legal holiday in the state in which any Property is located, then the Closing Date or such notice or performance shall be postponed until the next Business Day.

Section 7.09. Waiver and Amendment. No provision of this Agreement shall be deemed waived or amended except by a written instrument unambiguously setting forth the matter waived or amended and signed by the party against which enforcement of such waiver or amendment is sought. Waiver of any matter shall not be deemed a waiver of the same or any other matter on any future occasion.

Section 7.10. Personal Liability. Notwithstanding anything to the contrary provided in this Agreement, it is specifically understood and agreed, such agreement being a primary consideration for the execution of this Agreement by Seller, that (a) there shall be absolutely no personal liability on the part of any shareholder, director, officer, manager, member or employee of Seller with respect to any of the terms, covenants and conditions of this Agreement; and (b) Purchaser waives all claims, demands and causes of action against the shareholders, directors, officers, managers, members or employees of Seller in the event of any breach by Seller of any of the terms, covenants and conditions of this Agreement to be performed by Seller. Further, notwithstanding anything to the contrary provided in this Agreement, it is specifically understood and agreed, such agreement being a primary consideration for the execution of this Agreement by Purchaser, that (a) there shall be absolutely no personal liability on the part of any officer, director or employee of Purchaser with respect to any of the terms, covenants and conditions of this Agreement; and (b) Seller waives all claims, demands and causes of action against the officers, directors and employees of Purchaser in the event of any breach by Purchaser of any of the terms, covenants and conditions of this Agreement to be performed by Purchaser. The provisions of this Section shall survive Closing.

Section 7.11. Headings; Internal References. The headings of the various sections and exhibits of this Agreement have been inserted for reference only and shall not to any extent have the effect of modifying the express terms and provisions of this Agreement. Unless stated to the contrary, any references to any section, subsection, exhibit and the like contained herein are to the respective section, subsection, exhibit and the like of this Agreement.

Section 7.12. Construction Generally. This is an agreement between parties who are experienced in sophisticated and complex matters similar to the Transaction and the other Transaction Documents, is entered into by both parties in reliance upon the economic and legal bargains contained herein and therein, and shall be interpreted and construed in a fair and impartial manner without regard to such factors as the party which prepared the instrument, the relative bargaining powers of the parties or the domicile of any party. Seller and Purchaser were each represented by legal counsel competent in advising them of their obligations and liabilities hereunder.

Section 7.13. Further Assurances. Each of the parties agrees, whenever and as often as reasonably requested so to do by the other party or the Title Company, to execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, any and all such further conveyances, assignments, confirmations, satisfactions, releases, instruments, or other documents as may be necessary, expedient or proper, in order to complete any and all conveyances, transfers, sales and assignments herein provided and to do any and all other acts and to execute, acknowledge and deliver any and all documents as so requested in order to carry out the intent and purpose of this Agreement.

Section 7.14. Attorneys' Fees. In the event of any controversy, claim, dispute or proceeding between the parties concerning this Agreement, the prevailing party shall be entitled to recover all of its reasonable attorneys' fees and other costs in addition to any other relief to which it may be entitled. The provisions of this Section shall survive Closing or termination of this Agreement.

Section 7.15. Entire Agreement. This Agreement and all other Transaction Documents, and all other certificates, instruments or agreements to be delivered hereunder and thereunder constitute the entire agreement between the parties with respect to the subject matter hereof, and there are no other representations, warranties or agreements, written or oral, between Seller and Purchaser with respect to the subject matter of this Agreement. Notwithstanding anything in this Agreement to the contrary, upon the execution and delivery of this Agreement by Seller and Purchaser, (a) this Agreement shall supersede any previous discussions, agreements, term sheets or commitment letters relating to the Transaction, including without limitation, any letters of intent, exclusivity agreements, non-competition, non-solicitation of employees, non-solicitation or pursuit of any business opportunity represented by the Transaction or any other term or condition which restricts any business activity of Seller or its affiliates, but expressly excluding any confidentiality agreement, (b) the terms and conditions of this Agreement shall control notwithstanding that such terms are inconsistent with or vary from those set forth in any of the foregoing agreements, and (c) this Agreement may only be amended by a written agreement executed by Seller and Purchaser. The provisions of this Section shall survive Closing or termination of this Agreement.

Section 7.16. Recording. This Agreement shall not be recorded in any office of any Governmental Authority. The provisions of this Section shall survive Closing or termination of this Agreement.

Section 7.17. Forum Selection; Jurisdiction; Venue; Choice of Law. For purposes of any action or proceeding arising out of this Agreement, the parties hereto expressly submit to the jurisdiction of all federal and state courts located in the state where the Property is located, and consent that they may be served with any process or paper by registered mail or by personal service within or without the state where the Property is located in accordance with applicable law. The provisions of this Section shall survive Closing or termination of this Agreement.

Section 7.18. Severability; Binding Effect; Governing Law. Each provision hereof shall be valid and shall be enforceable to the extent not prohibited by law. If any provision hereof or the application thereof to any Person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to Persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby. Subject to the provisions of Section 7.03, all provisions contained in this Agreement shall be binding upon, inure to the benefit of and be enforceable by the successors and assigns of each party hereto, including, without limitation, any United States trustee, any debtor-in-possession or

any trustee appointed from a private panel, in each case to the same extent as if each successor and assign were named as a party hereto. This Agreement shall be governed by, and construed with, the laws of the applicable state or states in which the Property is located, without giving effect to any state's conflict of laws principles. The provisions of this Section shall survive Closing or termination of this Agreement.

Section 7.19. Survival. Except for the conditions of Closing set forth in Article V, which shall be satisfied or waived in writing as of the Closing Date, and except as otherwise expressly set forth herein, all representations, warranties, agreements, obligations and indemnities of Seller and Purchaser set forth in this Agreement shall not survive Closing.

Section 7.20. Waiver of Jury Trial and Certain Damages. THE PARTIES HERETO SHALL AND THEY HEREBY DO INTENTIONALLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT AND/OR ANY CLAIM OR INJURY OR DAMAGE RELATED THERETO. THE PARTIES FURTHER WAIVE THE RIGHT TO SEEK PUNITIVE, CONSEQUENTIAL, SPECIAL AND INDIRECT DAMAGES IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND/OR ANY DOCUMENT CONTEMPLATED HEREIN OR RELATED HERETO. THE PROVISIONS OF THIS SECTION SHALL SURVIVE CLOSING OR TERMINATION OF THIS AGREEMENT.

Section 7.21. Seller Covenants. Until the earlier of the Closing or the termination of this Agreement, Seller covenants and agrees that Seller shall: (a) conduct its business involving the Property in the ordinary course; (b) not transfer or convey the Property or any portion thereof, enter into any agreement that contemplates any of the foregoing, or create on the Property or any portion thereof any easements, liens, mortgages or encumbrances, in any case without the prior written consent of Purchaser; (c) keep the Property insured at current levels (but not less than levels reasonable under the circumstances); (d) continue to maintain the Property in at least the manner in which Seller maintained the Property prior to the Effective Date; (d) deliver to Buyer copies of any suit or claim affecting the Property that Seller receives or any notice regarding the violation of any law affecting the Property that Seller receives; and (e) not alter or modify the physical nature of characteristics of the Property or any part thereof.

Section 7.22. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. Furthermore, the undersigned agree that transmission of a fully executed copy of this Agreement via e-mail in a ".pdf" or other electronic format shall be deemed transmission of the original Agreement for all purposes.

Section 7.23. IRC Section 1031 Exchange of Property. The parties agree that a party may elect to complete an Internal Revenue Code 1031 tax-deferred exchange that will not affect the terms and conditions of this Agreement; *provided, however*, that (a) the non-requesting party will cooperate with the requesting party to complete such exchange in a timely manner on the conditions that the non-requesting party shall not be obligated to pay, suffer or incur any additional expenses or liabilities as a result of cooperating in the requesting party's exchange and the non-requesting party shall not be obligated to acquire any other real property in connection with such exchange; (b) the non-requesting party shall not have any liability to the requesting party for failure of the exchange to qualify under the Internal Revenue Code and Treasury Regulations; (c) any assignment(s) made by the requesting party in connection with such exchange shall not relieve the requesting party of its obligations under this Agreement; (d) the requesting party shall cause

all documentation necessary or appropriate in connection with such exchange to be prepared and available for execution no later than the Closing Date; (e) the completion of one or more tax-deferred exchanges is not a condition to the performance by the requesting party of its obligations set forth in this Agreement; and (f) the completion of one or more tax-deferred exchanges shall in no way delay Closing.

[Remainder of page intentionally left blank; signature page(s) to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the Effective Date.

SELLER:

STORE MASTER FUNDING VI, LLC,
a Delaware limited liability company

By: _____

Printed Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the Effective Date.

PURCHASER:

BUTLER COUNTY FINANCE AUTHORITY, a

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

DEFINED TERMS

The following terms shall have the following meanings for all purposes of this Agreement:

"Additional Title Objection" has the meaning set forth in Section 2.01(d)(ii).

"Business Day" means a day on which banks located either the city and state where the Property is located or in Scottsdale, Arizona are not required or authorized to remain closed.

"Closing" shall have the meaning set forth in Section 3.01.

"Closing Date" means the date specified as the closing date in Section 3.01.

"Deed" means that limited warranty deed whereby Seller conveys to Purchaser all of Seller's right, title and interest in and to the Property.

"Earnest Money Deposit" has the meaning set forth in Section 1.03.

"Effective Date" has the meaning set forth in the introductory paragraph of this Agreement.

"Environmental Report" has the meaning set forth in Section 2.02(c).

"Event of Default" has the meaning set forth in Section 6.01.

"Governmental Authority" means the United States of America, any state, local or other political subdivision thereof, any other entity exercising executive, judicial, regulatory or administrative functions of or pertaining to government and any corporation or other entity owned or controlled (through stock or capital ownership or otherwise) by any of the foregoing.

"Indemnified Parties" has the meaning set forth in Section 2.05.

"Inspection Period" has the meaning set forth in Section 2.05.

"Inspections" has the meaning set forth in Section 2.05.

"FIRPTA" means a certificate from Seller providing that Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended and any related regulations.

"Losses" means any and all claims, lawsuits, suits, liabilities (including, without limitation, strict liabilities), actions, proceedings, obligations, debts, damages, losses, costs, expenses, diminutions in value, fines, interest, penalties, interest, charges, fees, expenses, judgments, decrees, awards, amounts paid in settlement and damages of whatever kind or nature (including, without limitation, attorneys' fees, court costs and costs incurred in the investigation, defense and settlement of claims).

"Notices" has the meaning set forth in Section 7.02.

"OFAC List" means the list of specially designated nationals and blocked Persons subject to financial sanctions that is maintained by the U.S. Treasury Department, Office of Foreign Assets Control and any other similar list maintained by the U.S. Treasury Department, Office of Foreign Assets Control pursuant to any Legal Requirements, including, without limitation, trade embargo, economic sanctions, or other prohibitions imposed by Executive Order of the President of the United States. The OFAC List currently is accessible through the internet website <https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists>.

"Permitted Encumbrances" means the lien of any real estate taxes, water and sewer charges, not yet due and payable; those recorded easements, restrictions, liens and encumbrances set forth as exceptions in the Title Commitment and in the Title Policy to be issued by Title Company to Purchaser and approved by Purchaser in its sole discretion in connection with this Agreement.

"Person" means any natural person, firm, corporation, partnership, limited liability company, other entity, state, political subdivision of any state, the United States of America, any agency or instrumentality of the United States of America, any other public body or other organization or association.

"Property" has the meaning set forth in Section 1.01.

"Purchase Price" means the amount specified in Section 1.02.

"Real Property" has the meaning set forth in Section 1.01.

"Seller Documents" has the meaning set forth in Section 2.02.

"Survey" has the meaning set forth in Section 2.02(a).

"Title Commitment" has the meaning set forth in Section 2.01(a).

"Title Company" means First American Title Insurance Company located at 2555 E. Camelback Road, Suite 350, Phoenix, Arizona 85016, Attention: Kristin Brown, National Commercial Services.

"Title Objection" has the meaning set forth in Section 2.01(d)(i).

"Title Policy" has the meaning set forth in Section 2.01(a).

"Transaction" has the meaning set forth in Section 1.01.

"Transaction Documents" means this Agreement, the Deed, the FIRPTA, any and all documents referenced herein and therein, and such other documents, payments, instruments and certificates as are reasonably required by the Title Company.

EXHIBIT B

LEGAL DESCRIPTION / PROPERTY ADDRESS

Street Address: 1 N Main St., Middletown, Ohio 45042

Legal Description:

Lot Number Twenty Thousand Two Hundred Seventy-Eight (20,278) as the same is known and designated on the recorded plat of the City of Middletown, County of Butler, and State of Ohio.

Save and except rights retained by HEP-CSTCC Ohio, LLC, as set forth in Quit-Claim Deed filed August 6, 2012 in OR Vol. 8475, Page 177 of the Butler County Records.