

## PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this “**Agreement**”) is dated as of the \_\_\_\_ day of \_\_\_\_\_, 2025 (the “**Effective Date**”) and is between **LEXINGTON OPPORTUNITY FUND, LLC** (“**Seller**”), and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT** (“**Buyer**”), who agree as follows:

### 1. Defined Terms and Deal-Specific Terms.

1.1 Index of Defined Terms. An index of defined terms is attached to this Agreement. However, the failure of a defined term to appear in such index will not affect the interpretation of this Agreement (including such term).

1.2 Certain Defined Terms. Certain terms are defined in Section 16 (Certain Defined Terms), in addition to the definitions in Section 1.3 (Certain Deal-Specific Terms) and elsewhere in this Agreement.

1.3 Certain Deal-Specific Terms. Certain deal-specific terms of this Agreement are summarized or defined below, subject to the applicable provisions set forth elsewhere in this Agreement.

1.3.1 Property. The Property consists of an office building and parking garage located at 200 West Vine Street and 260 West Vine Street, Suite 400, the City of Lexington (“**Subject City**”), Fayette County (“**Subject County**”) in the Commonwealth of Kentucky (“**Subject State**”) and associated land, appurtenances and tangible and intangible personal property, all as more particularly defined in Section 2 (Purchase and Sale; Property).

#### 1.3.2 Price and Other Dollar Amounts.

1.3.2.1 “**Purchase Price**” means \$23,630,000.00.

1.3.2.2 “**Initial Deposit**” means \$50,000.00, which is to be delivered within Five (5) Business Day(s) (the “**Initial Deposit Delivery Period**”) after the Effective Date.

1.3.2.3 “**Additional Deposit**” means \$50,000.00.

1.3.2.4 “**Seller Post-Closing Threshold**” means 1% of the Purchase Price and “**Seller Post-Closing Cap**” means 25% of the Purchase Price.

#### 1.3.3 Due Diligence.

1.3.3.1 The “**Due Diligence Period**” is the period from the Effective Date until 5:00 p.m. “**Local Time**” (Eastern time) on the “**Due Diligence Expiration Date**” (i.e., \_\_\_\_\_, 2026 the date that is 120 days after the Effective Date).

1.3.3.2     **“DD Disclosure Deadline”** means 5:00 p.m. Local Time on the date that is Ten (10) Business Days prior to the Due Diligence Expiration Date.

1.3.4 Closing Date. The date (“**Scheduled Closing Date**”) on which the “Closing” (as defined below) is scheduled to occur is on or before thirty (30) days after the Due Diligence Period Expiration Date, as the same may be extended or accelerated in accordance with this Agreement, but in no event may the Scheduled Closing Date be extended beyond \_\_\_\_\_, 2026 (“**Outside Closing Date**”), except for the one Business Day extension under Section 7 (Closing Procedure).

1.3.4.1     **“Closing”** means (A) Buyer’s delivery of the Closing Payment, and Seller’s delivery of the Deed, to Escrow Agent, and the performance by each Party (or the waiver in writing by the other Party for purposes of establishing the Closing) of the other obligations under Section 7.2 (Closing Deliveries), and (B) the satisfaction or waiver in writing by each Party of the conditions in this Agreement to its obligation to close. A Party will be deemed to have waived the conditions to its obligation to close and (for purposes of establishing the Closing) such performance by the other Party if such Party delivers a Closing Authorization under the “Escrow Instructions” (as defined below) and the other conditions to closing under the Escrow Instructions have been satisfied or waived in writing by such Party. Delivery by Escrow Agent of the Confirmation Notice in accordance with the Escrow Instructions will be sufficient (but not necessary) confirmation of Closing. **“Closing Date”** means the date on which the Closing occurs.

1.3.4.2 The wire deadline on the Scheduled Closing Date is 2:00 p.m. Local Time (“**Closing Wire Deadline**”), except that if the Escrow Agent receives the Closing Payment on the Scheduled Closing Date and each holder of any mortgage financing encumbering the Property prior to Closing receives and accepts repayment of such financing from Escrow Agent on the Scheduled Closing Date without charging interest or other amount for any day after the Scheduled Closing Date (and Seller receives its share of the Purchase Price in time to invest it on the Scheduled Closing Date), then the Closing Wire Deadline will be whatever time on the Scheduled Closing Date Escrow Agent receives the Closing Payment.

1.3.4.3 The “**Closing Document Delivery Deadline**” is 5:00 p.m. Local Time on the last Business Day occurring prior to the Scheduled Closing Date.

### 1.3.5 Survival and Continuation.

1.3.5.1   **“Primary Survival Period”** means the period commencing on the Closing Date or the date this Agreement terminates, as applicable, and ending six (6) months thereafter.

1.3.5.2     **“Primary Continuation Period”** means the period commencing on the Closing Date or the date this Agreement terminates, as applicable, and ending six (6) months thereafter.

### 1.3.6 Title/Survey/Escrow Contact Information.

### 1.3.6.1 The “Title Company” is:



*and*

Frost Brown Todd  
325 West Main Street, Suite 301  
Lexington, KY 40507  
Attention: Jason Halligan  
Telephone: 859-244-3208  
Email: [jhalligan@fbtlaw.com](mailto:jhalligan@fbtlaw.com)

The “**Designated Email Addresses**” of a Party are all the email addresses in the Notice Address identified above for such Party (as the same may be changed by notice given in accordance with this Agreement).

1.3.8     Knowledge Parties. The “**Designated Representatives**” are the following individuals:

- (A)       for Seller: Dudley Webb and Phil Greer; and
- (B)       for Buyer: \_\_\_\_\_ and \_\_\_\_\_.

1.3.9     Additional Closing Conditions.

1.3.9.1    The following are the “**Additional Buyer Closing Conditions**”: \_\_\_\_\_.

2.     Purchase and Sale; Property. Upon the terms and conditions hereinafter set forth, Seller shall sell to Buyer, and Buyer shall purchase from Seller, the “**Property**” (which, as used herein, means, collectively, (A) the “**Land**” and the “**Improvements**,” and (B) all of Seller’s right, title and interest in and to (1) the “**Appurtenances**,” (2) the “**Personal Property**,” and (3) the “**Intangible Property**,” as such quoted terms are defined below). As used herein:

2.1    “**Appurtenances**” means the easements, hereditaments, licenses, privileges, covenants, water and riparian rights, air and solar rights, development rights, mineral rights, and other rights, appurtenant to the Land, or in, on, or under any land, highway, alley, street, roadway, passage or right of way abutting the Land, but excluding Intangible Property.

2.2    “**Improvements**” means the improvements, structures and (to the extent constituting an interest in real property) fixtures located upon the Land, excluding tenant fixtures owned or leased from third parties by tenants or subtenants.

2.3    “**Intangible Property**” means the intangible personal property, if any, constituting “**Scheduled Personal Property**” (as defined below) and the following relating to the Land, the Improvements or the Personal Property (but excluding the Reserved Seller Assets): to the extent the following items are assignable, all permits, entitlements, licenses and approvals issued by a Governmental Entity, warranties and guarantees received in connection with any work or services performed with respect thereto, or equipment installed therein, and computer software that runs the energy management, elevators and other systems for the Improvements. However,

any such property that runs with the Land or otherwise constitutes a real property interest will constitute an Appurtenance and not Intangible Property.

2.3.1     **“Lease”** means the lease between the Seller and Truist Bank, Inc. (“Truist”) to be terminated pursuant to a Lease Termination Agreement (the “Termination Agreement”).

2.3.2     **“Reserved Seller Assets”** means the following assets of Seller or any Affiliate of Seller: (A) all cash, cash equivalents (including certificates of deposit) and bank accounts, except to the extent credited to Seller hereunder; (B) all deposits, reserves and other amounts held by third parties (e.g., utility companies or lenders), except to the extent credited to Seller hereunder; (C) accounts receivable and any right or claim to a refund, reimbursement or other payment relating to a period or occurrence prior to the Closing, including any real estate tax refund, subject to the prorations hereinafter set forth; (D) any claims under a Lease, contract, warranty or guaranty arising from acts or occurrences prior to the Closing (but the reservation of the claims under this clause (D) will be non-exclusive with Buyer who will have the right to any such claims to the extent they relate to the Property and arise from and after the Closing); (E) claims or other rights against an Affiliate of Seller or any present or prior Constituent Person of Seller or an Affiliate of Seller; (F) Seller’s insurance and any refund in connection with termination of Seller’s existing insurance policies (subject to Section 8); (G) any computer software (other than computer software, if any, that runs the energy management, elevators and other systems for the Improvements); (H) the Excluded DD Materials; (I) any “Pre-Closing C/C Proceeds” (as defined below); and (J) the personal property, if any, scheduled on Schedule 2.3.2 (Excluded Personal Property).

2.3.3     **“Service Contracts”** means, collectively, all service or equipment leasing contracts relating to the Property that are (A) identified on Schedule 2.3.3 (the “Service Contract Schedule”), (B) entered into by Seller in accordance with this Agreement after the Effective Date, or (C) “Emergency Contracts” (as those quoted terms are defined below). Any information set forth in the “Comments” column of the Service Contract Schedule does not constitute a representation or warranty by Seller.

2.4     **“Land”** means the land described in Exhibit A hereto.

2.5     **“Personal Property”** means the tangible personal property, if any, constituting Scheduled Personal Property and all of Seller’s right, title and interest in all other tangible personal property located on, and used in connection with, the Land and Improvements including all building materials, supplies, hardware, carpeting and other inventory located on or in the Land or Improvements and maintained in connection with the ownership and operation thereof, but excluding the Reserved Seller Assets.

2.6     **“Scheduled Personal Property”** means the tangible and intangible personal property, if any, scheduled on Schedule 2.6 (Scheduled Personal Property).

3.     Payment of Purchase Price. Buyer shall pay the Purchase Price to Seller as follows:

3.1     Deposit.

3.1.1 Initial Deposit. Within the Initial Deposit Delivery Period, Buyer shall deliver the Initial Deposit to Escrow Agent. If not timely delivered, then without limitation on its other rights and remedies, Seller may terminate this Agreement by notice to Buyer and Escrow Agent at any time prior to delivery of the Initial Deposit to Escrow Agent.

3.1.2 Additional Deposit. If this Agreement is not terminated under Section 3.1.1 (Initial Deposit) or Section 5.4 (Due Diligence Termination Right), then within two Business Days after the Due Diligence Expiration Date, Buyer shall deliver the Additional Deposit to Escrow Agent, and the entire “Deposit” (as defined below) will become nonrefundable to Buyer except as otherwise expressly provided in this Agreement. If Buyer fails to deliver the Additional Deposit to Escrow Agent within such period as required above, then at any time prior to delivery of the Additional Deposit to Escrow Agent, Seller may either (A) terminate this Agreement (without seeking any claim to the Initial Deposit) by a termination notice (an “**Additional Deposit Termination/Refund Notice**”) to Buyer and Escrow Agent, or (B) deliver an “Additional Deposit Default Notice” (as defined below) to Buyer and Escrow Agent. If an Additional Deposit Default Notice is so delivered and the Additional Deposit is not delivered to Escrow Agent within two Business Days after such delivery, then this Agreement will automatically terminate and Section 11.2 (Breach by Buyer) will apply; but if an Additional Deposit Termination/Refund Notice is delivered prior to the delivery of the Additional Deposit (and prior to the expiration of such two Business Day period), then this Agreement will automatically terminate and Section 11.3 (Termination for Other Reasons) will apply. An “**Additional Deposit Default Notice**” means a notice stating in all capital letters that “THE ADDITIONAL DEPOSIT WAS NOT DELIVERED WITHIN THE REQUISITE TIME PERIOD. IF BUYER FAILS TO DELIVER TO ESCROW AGENT THE ADDITIONAL DEPOSIT IN IMMEDIATELY AVAILABLE FUNDS WITHIN TWO BUSINESS DAYS AFTER THE DELIVERY OF THIS NOTICE, THEN THE AGREEMENT WILL AUTOMATICALLY TERMINATE, IN WHICH EVENT THE INITIAL DEPOSIT WILL BE IMMEDIATELY PAID TO SELLER AS LIQUIDATED DAMAGES.”

3.1.3 Delivery and Investment of Deposit. Buyer shall deliver to Escrow Agent the Initial Deposit and, if applicable, the Additional Deposit by wire transfer (via Fedwire) of immediately available funds. The amounts so deposited hereunder will be held by the Escrow Agent as a deposit against the Purchase Price in accordance with the terms and provisions of this Agreement. “**Deposit**” means the Initial Deposit and, to the extent delivered, the Additional Deposit, together with any interest earned thereon. While the Deposit or any portion thereof is being held by Escrow Agent, it may, at Buyer’s request, be invested by Escrow Agent only in the following investments (“**Approved Investments**”): (A) money market funds at a “**Qualified Bank**” (i.e., a domestic money center bank (or other bank approved by the Parties)), (B) United States Treasury obligations, (C) United States Treasury-backed repurchase agreements issued by a Qualified Bank, or (D) such other short-term investment option offered by the Escrow Agent as may be reasonably agreed to by the Parties.

3.1.4 Closing. At Closing, the entire Deposit will be applied to the Purchase Price.

3.2 Closing Payment. Buyer shall pay (or caused to be paid) the Purchase Price, as adjusted by the application of the Deposit and by the prorations and credits specified herein, by wire transfer (via Fedwire) of immediately available funds (through the escrow described in

Section 7 (Closing Procedure)) as and when provided in Section 7.2.2 (Buyer Deliveries). The “**Closing Payment**” means the amount to be paid under this Section 3.2.

3.3 Independent Consideration. Escrow Agent shall pay a portion of the Deposit in the amount of \$100 (“**Independent Consideration**”) to Seller upon the earlier to occur of the Closing (in which event it will be applied against the Purchase Price) or the termination of this Agreement for any reason. The Independent Consideration constitutes bargained-for consideration for this Agreement and Buyer’s rights under Section 5.4 (Due Diligence Termination Right) and is expressly acknowledged to be adequate. The obligation of Buyer to pay the Independent Consideration to Escrow Agent, and the obligation of Escrow Agent to pay the same to Seller, are unconditional, will control if there is a conflict with any other provision of this Agreement, and liability for a breach of such obligations will survive any termination of this Agreement.

4. Title Matters.

4.1 Initial Title/Survey Matters.

4.1.1 Title Commitment/Existing Survey.

Within five Business Days after the Effective Date, (A) Buyer shall order, and upon receipt deliver or make a copy available to Seller of, an ALTA commitment for title insurance, or applicable local equivalent, to be prepared by Title Company, for the Land and Improvements (the “**Title Commitment**”) and (to the extent not available through hyperlinks in the Title Commitment) legible copies of the exceptions to title specified in the Title Commitment, and (B) Seller shall deliver to Buyer a copy of the most recent survey, if any, of the Land and Improvements (“**Existing Survey**”) in Seller’s possession or reasonable control.

4.1.2 Survey. Buyer may, at its sole expense, obtain a new or updated survey of the Land and Improvements. “**Survey**” means the most recent new or updated survey obtained by Buyer and delivered to Seller prior to the expiration of the Due Diligence Period, or if no new or updated survey is so obtained, the Existing Survey.

4.1.3 Deemed Approval. If this Agreement is not terminated under Section 5.4 (Due Diligence Termination Right), then, Buyer will be deemed to have approved the exceptions to title shown on the Title Commitment, the matters disclosed on the Survey and such other title or survey matters as are disclosed in writing to Buyer prior to the DD Disclosure Deadline, except (A) those matters for which Seller has agreed in a writing signed by Seller to provide at or before Closing a Title Cure, (B) encumbrances (“**Prohibited Seller Encumbrances**”) resulting from a breach by Seller of Section 9.4.4 (Encumbrances), and (C) Seller not owning the Land and Improvements other than tenant fixtures.

4.1.4 Title Cure. “**Title Cure**,” as to any particular title matter, means that, at Seller’s expense, Seller causes (A) such title matter to be removed from record title and to no longer affect the Property, as substantiated by evidence reasonably satisfactory to Buyer, (B) Title Company to provide title insurance over such matter (e.g., by not taking exception for such matter after it has been disclosed in writing to Title Company) and Buyer approves the use of title insurance over such matter and the manner in which it is provided (which approval may not be unreasonably withheld), (C) another cure reasonably satisfactory to Buyer, or (D) a cure agreed to

in writing by Buyer and Seller. A Title Cure that Seller commits (in writing) to use commercially reasonable efforts to cause at or before Closing is herein called a “**Committed Title Cure**.” Buyer approves each title exception as to which Seller provides at or before Closing a Title Cure as described in clause (B), (C) or (D) above.

**4.2 Additional Title/Survey Matters.** Buyer has the right to object, in accordance with Section 4.2.2 (Objection Process), to any “**Additional Title/Survey Matters**” (i.e., additional title exceptions or survey matters, as to which Buyer first receives written notice after the DD Disclosure Deadline) to the extent permitted under Section 4.2.1 (Basis for Objection).

**4.2.1 Basis for Objection.** Buyer may object to an Additional Title/Survey Matter under Section 4.2.2 (Objection Process) only if (A) it is (1) a “Seller Lien” or an “Additional Lien” (as such quoted terms are defined below), (2) a “Tenant Lien” (as defined below), or (3) a matter that, in Buyer’s good faith judgment, adversely affects the value, marketability, or Buyer’s intended use, of the Property in any material respect; (B) in the case of a survey matter, the “Qualified Title Commitment” (as defined below) has been obtained and it does not take exception for survey matters other than specific matters; and (C) it is not an Excluded Encumbrance. Any Additional Title/Survey Matter not meeting the requirements above will be deemed approved.

**4.2.2 Objection Process.** Unless Buyer gives notice (“**Additional Title Objection Notice**”) to Seller that it objects to any Additional Title/Survey Matter (other than a Prohibited Seller Encumbrance), stating the Additional Title/Survey Matter to which it objects and the basis for such objection, before the sooner to occur of the Closing or five Business Days after receipt of written notice of such Additional Title/Survey Matter, Buyer will be deemed to have approved such Additional Title/Survey Matter. A “**Disapproved Additional Title/Survey Matter**” means an Additional Title/Survey Matter meeting the requirements of Section 4.2.1 (Basis for Objection) to which Buyer timely objects. Until the sooner to occur of the Closing or ten Business Days after Seller’s receipt of any Additional Title Objection Notice, Seller may, at its sole option, provide evidence reasonably satisfactory to Buyer that there will be a Title Cure at Closing (Seller having the right but not the obligation to do so), and the Scheduled Closing Date will be extended, at Seller’s option, to allow for such ten Business Day period, but not beyond the Outside Closing Date. If within such ten Business Day period, Seller either (A) fails to give such evidence that there will be a Title Cure at Closing as to all Disapproved Additional Title/Survey Matters, or (B) gives Buyer written notice that it will not provide a Title Cure for any one or more of such Disapproved Additional Title/Survey Matters, then Buyer may, at its option, terminate this Agreement upon notice to Seller but only if given prior to the sooner to occur of the Closing or five days after Buyer receives any such Seller’s notice (or five days after the expiration of such ten Business Day period, if applicable), in which event Section 11.3 (Termination for Other Reasons) will apply. If Buyer fails to give such termination notice by such time, Buyer will be deemed to have waived its objection to, and approved, such matters. Notwithstanding anything to the contrary contained herein, except for any Seller’s Liens, Seller shall have no obligation to take any steps or bring any action or proceeding or otherwise to incur any effort or expense whatsoever to eliminate or modify any of Buyer’s objections set out in Buyer’s Additional Title Objection Notice.

4.2.3 Definitions.

4.2.3.1 “**Additional Lien**” means any monetary lien encumbering the Property in a liquidated amount, other than a Seller Lien, an Excluded Encumbrance, or a Tenant Lien.

4.2.3.2 “**Excluded Encumbrance**” means (A) any lien or other encumbrance arising from the Due Diligence Investigations or caused by Buyer Conduct, and (B) any lien for property taxes, water and sewer charges, special assessments, and other charges and expenses that are disclosed in the Due Diligence Materials or prorated under this Agreement.

4.2.3.3 “**Seller Lien**” means (A) any lien securing any mortgage financing that encumbers all or any portion of the Land and Improvements (an “**Existing Loan**”), and is known to Seller, as of the Effective Date; (B) any mechanics’ lien or materialmens’ lien arising from any work or materials ordered by or on behalf of Seller that encumbers the Property (“**Seller Mechanics’ Liens**”) on the Scheduled Closing Date; and (C) the lien of any unsatisfied judgment against Seller or the Property if Seller received written notice of the judgment prior to the execution and delivery of this Agreement and failed to disclose it on the Litigation Schedule.

4.2.3.4 “**Tenant Lien**” means a mechanics’ or materialmens’ lien or claim arising from work, materials or services ordered by a tenant.

4.3 Mandatory Title Cure Obligations. At or prior to Closing, Seller shall (A) take such actions as may be reasonably required by Title Company so that Title Company is willing to issue title insurance to Buyer without exception for (or to provide Buyer affirmative insurance reasonably acceptable to Buyer over) any Seller Liens and any Additional Liens, and (B) provide each Title Cure, if any, Seller has agreed to provide in a writing signed by Buyer and Seller (and use commercially reasonable efforts to cause any Committed Title Cure). Such actions must include obtaining loan payoff letters (if applicable) for, and leaving a portion of the Purchase Price in escrow sufficient to satisfy, the Seller Liens (if any), and the Additional Liens.

4.4 Owner’s Policy; Permitted Encumbrances; Failure of Closing Due to Absence of Fee Title. “**Owner’s Policy**” means an owner’s title insurance policy issued by Title Company to Buyer, effective as of (or providing coverage for the period from the time and date of the policy to) the time and date the Deed is recorded, in the standard form issued in the Subject State, in the face amount of the Purchase Price, which policy must show (A) title to the Land and Improvements to be vested of record in Buyer, and (B) the Permitted Encumbrances to be the only exceptions to title. However, if there is a “**Committed Owner’s Policy**” (as defined below), then the Owner’s Policy will be in the form of the Committed Owner’s Policy. Subject to Section 4.3 (Mandatory Title Cure Obligations) and without limitation on Sections 4.5 (Endorsements and Extended Coverage) and 6.2.2 (Title), Buyer may not object to title to the Property being subject to the following exceptions to title (“**Permitted Encumbrances**”):

- (1) real estate taxes and assessments not yet delinquent;

(2) the printed exceptions that appear in a 2021 ALTA standard coverage form Owner's Policy of Title Insurance issued by Title Company in the Subject State (or if the 2021 ALTA form is not available in the Subject State, the standard coverage form of owner's title insurance policy customarily used in transactions similar to the Contemplated Transactions);

(3) the Leases;

(4) such other exceptions to title or survey exceptions as may be approved or deemed approved by Buyer pursuant to the above provisions of this Section 4 or otherwise expressly permitted under this Agreement; and

(5) any Excluded Encumbrances.

However, if the Closing fails to occur because Seller does not own the Land and Improvements (excluding tenant fixtures), then Seller will be deemed to be in material default and Section 11.1 (Breach by Seller) will apply.

4.5 Endorsements and Extended Coverage. If Buyer delivers to Seller prior to the expiration of the Due Diligence Period the "Qualified Title Commitment" (i.e., the most recent effective title commitment issued by Title Company and delivered to Seller prior to the expiration of the Due Diligence Period that (A) sets forth requirements consistent with the terms of this Agreement and without limiting the foregoing, does not require Seller to satisfy any requirements other than to provide the Seller Title Certificate in a form reasonably acceptable to Seller, requirements that Seller has already satisfied, and requirements that Seller is required to satisfy under this Agreement or agrees to satisfy in a writing signed by Seller and Buyer, and (B) is not conditioned on further underwriting by Title Company), then the form of the title insurance policy provided for in such title commitment (including any endorsements thereto, and the specific title exceptions identified therein, but no additional title exceptions unless the same are Permitted Encumbrances) is herein called the "Committed Owner's Policy."

5. Due Diligence Reviews. Except for title and survey matters (which will be governed by the provisions of Section 4 (Title Matters)), Buyer may conduct the Due Diligence Investigations, subject to the provisions of this Section 5 (Due Diligence Reviews).

5.1 Access. Subject to Section 5.2 (Due Diligence Requirements) and Section 5.3 (Continuing Due Diligence Obligations), until the earlier to occur of termination of this Agreement or the Closing, Seller shall upon reasonable advance notice (and no later than five Business Days after the Effective Date if requested on or before the Effective Date) (x) provide Buyer with reasonable access to the Property (subject to the rights of tenants under the Leases), and (y) make available (either electronically, at the Property, or otherwise), for review and copying (at Buyer's expense), all material documents relating to the Property that Buyer may reasonably request and that, to Seller's knowledge, are in the possession or reasonable control of Seller. In no event, however, will Seller be obligated to make available (or cause to be made available) any "**Excluded DD Materials**" (i.e., (A) emails (except to the extent the same modify or amend the Leases, Service Contracts or Permitted Encumbrances) and (B) any proprietary or confidential documents, including: (1) documents that are subject to attorney-client privilege or that are attorney work product; (2) documents that Seller is legally required not to disclose other than by

reason of contractual requirements voluntarily assumed by Seller on or after the Effective Date without Buyer's approval; (3) appraisals, broker opinions of value and other valuations; (4) organizational, financial and other internal documents relating to Seller or its Affiliates (other than any evidence of due authorization and organization required under this Agreement) including (a) any materials relating to the background or financial condition of a present or prior direct or indirect owner of Seller, (b) the internal books and records of Seller relating, for example, to contributions and distributions, and (c) financial analyses or projections (e.g., Seller's budgets, cost-basis information and capital account information); (5) engineering or property condition reports older than three years (other than environmental reports); (6) preliminary or draft assessments, reports or studies, or assessments, reports or studies that have been superseded by final assessments, reports or studies; and (7) letters of intent, purchase agreements, loan documents or other documents evidencing or relating to Seller's acquisition of the Property or any prior financing or attempted sale of the Property or any portion thereof. Any right of Buyer to access or inspect the Property or to conduct further reviews and analyses after the expiration of the Due Diligence Period, as set forth herein, will not give rise to any due diligence approval or due diligence termination right in favor of Buyer under this Agreement.

5.2 Due Diligence Requirements. Until the sooner to occur of the Closing or the termination of this Agreement:

5.2.1 Investigative Standards. Buyer shall conduct (and shall cause to be conducted) all Due Diligence Investigations in a manner so as not to unreasonably interfere with or disturb any tenant or Seller's operation of the Property.

5.2.2 Repairs. Buyer shall promptly report to Seller (when known to Buyer), and repair, any damage caused by the Due Diligence Investigations in a good and workmanlike manner in accordance with applicable Law, and free from defects and liens.

5.2.3 Insurance. Prior to entry upon the Property by any Buyer Related Party, Buyer shall (and shall cause each DD Contractor to) obtain, and provide Seller with copies of certificates of insurance (and additional insured endorsements where applicable) evidencing, the commercial general liability and other insurance specified in Schedule 5.2.3, in each case complying with the requirements set forth in Schedule 5.2.3 or as otherwise approved by Seller.

5.2.4 Consents. Without limiting the foregoing, without Seller's prior consent, Buyer may not (and shall ensure that no Buyer Related Party will): (A) conduct any physical testing (environmental, structural or otherwise) at the Property (such as soil borings or water samplings) or take physical samples from the Property (except for indoor air-quality testing and radon testing that do not involve penetration or sampling of soil, landscaping or anything affixed to the Land); (B) knowingly contact any consultant or other professional engaged by Seller (in connection with services related to the Property) other than the existing surveyor; (C) contact any tenant of the Property (or its representatives) in connection with its tenancy at the Property (or any counterparty to a Permitted Encumbrance); (D) contact any Governmental Entity having jurisdiction over the Property (in connection with the Property) other than ordinary contact normally associated with routine due diligence examinations that does not (except to the extent necessary to request records) involve any discussions with governmental officials and is limited to a review of government records; or (E) contact any direct or indirect owner or manager in Seller

(other than representatives of Seller who have contacted Buyer in connection with this Agreement) or any lender or servicer with respect to any existing financing of Seller. Consents may be given by telephone or email by any Seller Diligence Contact and may not be unreasonably withheld.

5.2.5 Attendance and Schedule. Seller may, at its option, cause a representative of Seller to be present at all interviews, inspections, reviews and examinations (other than internal document review) conducted as part of the Due Diligence Investigations. Buyer shall schedule any entry by any Buyer Related Party onto the Property in advance with Seller, which may be done by email or telephone with any Seller Diligence Contact. Without limiting the foregoing, at least one Business Day prior to (and as a condition to) entry by any Buyer Related Party onto the Property, Buyer shall identify such entry and the applicable Buyer Related Party by email to a Seller Diligence Contact.

5.3 Continuing Due Diligence Obligations.

5.3.1 Restoration. In the event of termination of this Agreement and Closing does not occur, Buyer shall restore the Property to the extent reasonably possible to its condition existing immediately prior to Buyer's inspection, testing, investigation and survey thereof.

5.3.2 Disposal of Waste and Other Materials. Without limitation on Buyer's obligations under Section 5.2 (Due Diligence Requirements) (including the obligation to obtain Seller's consent for physical testing or sampling), which will continue after termination of this Agreement to apply to Buyer's activities under this Section 5.3.2 (Disposal of Waste and Other Materials), Buyer shall promptly dispose of (or cause to be disposed of) at its sole cost in accordance with all applicable Laws any waste, samples, trash, debris or other physical materials generated at (or near) or removed from the Property by Buyer Related Parties in connection with the Due Diligence Investigations.

5.3.3 Liens. Buyer may not (and shall ensure that no Buyer Related Party will) cause, suffer, allow or permit to be recorded or enforced against all or any portion of the Property (at any time prior to Closing) any mechanics', materialmen's, contractors' or subcontractors' liens filed by or on behalf of any Buyer Related Party. If any such liens are recorded against all or any portion of the Property, Buyer shall cause such liens to be removed from title within five Business Days after Buyer acquires knowledge of the same (and in any event prior to the foreclosure thereof).

5.3.4 Documents Upon Termination. If this Agreement terminates (other than by reason of Seller's default), then: (A) Buyer shall promptly return or destroy all documents and other materials furnished by Seller hereunder and all copies thereof, but Buyer may retain copies of such documents and materials, subject to the confidentiality provisions of this Agreement (which confidentiality provisions shall continue to apply for so long as such document or other material is retained), if reasonably required (1) to comply (and solely for the purposes of complying) with bona fide internal document retention policies, applicable Laws, or as part of automatic electronic archiving, electronic security and disaster recovery procedures, or (2) to establish the basis for a claim against Seller that has not been waived under this Agreement; and (B) upon Seller's request, Buyer shall promptly deliver to Seller complete copies of the final (or if

not finalized, most recent) versions of any written reports relating to the Property prepared for or on behalf of Buyer by any third party, but Buyer will be permitted to redact any personal, privileged, confidential, or proprietary information, such as projections, and Seller will not be entitled to rely on such reports (which will be delivered without any representation or warranty as to the contents).

5.4 Due Diligence Termination Right. At any time before the expiration of the Due Diligence Period, Buyer may, for any reason or no reason, either (A) give notice (a “**DDP Termination Notice**”) to Seller electing to terminate this Agreement or (B) give notice (a “**DDP Continuation Notice**”) to Seller electing to waive its right to terminate under this Section 5.4. If prior to such time, Buyer does not give Seller either such notice, then Buyer will be deemed to have given a DDP Termination Notice immediately prior to the expiration of the Due Diligence Period. Upon the actual or deemed delivery of a DDP Termination Notice, this Agreement will terminate and Section 11.3 (Termination for Other Reasons) will apply. If Buyer delivers a DDP Continuation Notice to Seller prior to the expiration of the Due Diligence Period, then Buyer will have no further right to terminate this Agreement pursuant to this Section 5.4.

5.5 Lease with Truist. Seller has entered into a Lease Termination Agreement with Truist. At such time as Buyer notifies Seller that it has waived all of its rights to terminate this Agreement except for a default by Seller, Seller shall promptly send notice to Truist to vacate the Property. [\*To be negotiated: In the event for any reason other than a Seller default, Buyer fails to purchase the Property, then Buyer shall pay to Seller \_\_\_\_\_.] Such remedy will be in addition to all other remedies to which Seller may be entitled under this Agreement.

6. Conditions Precedent; Termination. If any of the conditions set forth in this Section 6 has not been fulfilled (or waived in writing) on the Scheduled Closing Date, then the Party in whose favor such condition exists may terminate this Agreement.

6.1 Seller Closing Conditions. The obligation of Seller to close the Contemplated Transactions is subject to the following conditions precedent:

6.1.1 Representations and Warranties of Buyer. The truth, in all material respects, of the representations and warranties of Buyer set forth in this Agreement, as of the Scheduled Closing Date, as though made on and as of the Scheduled Closing Date, except for representations and warranties made as of a specified date (other than the “Effective Date,” the “date hereof,” or the “date of this Agreement”), the accuracy of which will be determined as of that specified date. Without limiting the foregoing, the “Buyer Closing Certificate” (as defined below) does not disclose any material adverse changes in the representations and warranties of Buyer under this Agreement.

6.1.2 Trust. Truist has vacated the Property.

6.2 Buyer Closing Conditions. The obligation of Buyer to close the Contemplated Transactions is subject to the following conditions precedent:

6.2.1 Representations and Warranties of Seller. The truth, in all material respects, of the representations and warranties of Seller set forth in this Agreement, as of the Scheduled Closing Date, as though made on and as of the Scheduled Closing Date, except for

representations and warranties made as of a specified date (other than the “Effective Date,” the “date hereof,” or the “date of this Agreement”), the accuracy of which will be determined as of that specified date; excluding, however, any matter or change (A) permitted or expressly contemplated by the terms of this Agreement or (B) actually known to Buyer prior to the DD Disclosure Deadline. Without limiting the foregoing, the “Seller Closing Certificate” (as defined below) does not disclose any material adverse changes in the representations and warranties of Seller under this Agreement that are not otherwise permitted or expressly contemplated by the terms of this Agreement or actually known to Buyer prior to the DD Disclosure Deadline.

6.2.2 Title. As of the Scheduled Closing Date, (A) Title Company has irrevocably committed (or is willing to irrevocably commit) to issue the Owner’s Policy (excluding endorsements, other than curative endorsements obtained by Seller and those endorsements that are contained in the Committed Owner’s Policy, if any) upon or promptly following the Closing (unless this condition is not satisfied because of the actions or omissions of Buyer, including the failure to satisfy any requirement in the Qualified Title Commitment, if any (other than a specific requirement that Seller has agreed, in a writing signed by Buyer and Seller, to satisfy or is otherwise the obligation of Seller under this Agreement)), and (B) all Committed Title Cures have been accomplished. The Owner’s Policy must include the title insurance contemplated by Section 4.3 (Mandatory Title Cure Obligations), to the extent applicable, and must be consistent with the accomplishment of all Committed Title Cures.

6.2.3 Truist. Truist has vacated the Property.

6.2.4 Additional Buyer Closing Conditions. Each Additional Buyer Closing Condition, if any, has been satisfied.

6.2.5 Kentucky Local Government P3 Board Approval. The Kentucky Local Government Public-Private Partnership (“P3”) Board (the “Board”) has approved the collection of agreements constituting the P3 Agreement under the Board’s jurisdiction, if applicable, including but not limited to a Development Agreement, Ground Lease, Facilities Lease, and this Agreement, under KRS 65.028(12).

6.3 Termination. Any termination election made by a Party in accordance with this Section 6 or any other provision of this Agreement (other than Section 5.4 (Due Diligence Termination Right)) must be effectuated, if at all, by notice delivered to the other Party and Escrow Agent prior to Closing (but not later than any earlier time specified for such purpose in this Agreement). Subject to Section 11.3 (Termination for Other Reasons), upon any such termination (or automatic termination under this Agreement), Seller and Buyer will be released from further obligation or liability hereunder (except for the Post-Termination Obligations and Surviving (Termination) Liabilities), the Deposit will be disposed of in accordance with Section 11 (Breach; Disposition of Deposit Upon Termination) and each Party shall bear its own costs, except that any charges of Title Company will be paid by Buyer unless such termination results from Seller’s default, in which event Seller shall pay 100% of such Title Company charges.

7. Closing Procedure. The Closing will occur on the Scheduled Closing Date. If the Closing Payment is received on the Scheduled Closing Date but after the Closing Wire Deadline

and all other conditions to Closing are satisfied or waived in writing, then the Scheduled Closing Date will be changed to the next Business Day (even if later than the Outside Closing Date).

7.1 **Escrow.** The Closing will be accomplished through escrow (“**Escrow**”) pursuant to the escrow instructions (“**Escrow Instructions**”) among Buyer, Seller and the Escrow Agent, that are being executed and delivered concurrently herewith.

7.2 **Closing Deliveries.** The Parties shall deliver the following:

7.2.1 **Seller Deliveries.** Prior to the Closing Document Delivery Deadline, Seller shall deliver (or cause to be delivered) to Escrow Agent the following:

(A) a duly executed and acknowledged original special warranty deed (“**Deed**”) in the form of Exhibit C;

(B) a copy of a duly executed bill of sale, assignment and assumption agreement (“**Bill of Sale, Assignment and Assumption**”) in the form of Exhibit D;

(C) a copy of a duly executed certificate of Seller (“**Seller Closing Certificate**”) in the form of Exhibit E updating the representations and warranties of Seller contained in Section 9.1 of this Agreement to the Scheduled Closing Date and noting any material changes thereto;

(D) a copy of a duly executed federal certificate of “non foreign” status (“**Certificate of Non-Foreign Status**”) in the form of Exhibit F and if required under the Laws of the Subject State to avoid withholding, a copy of a duly executed certificate (a “**State Withholding Exemption Certificate**”) that is sufficient to exempt (or to confirm the exemption of) Seller or the Property for income tax purposes from any withholding requirement of the Subject State with respect to the Contemplated Sale;

(E) unless Buyer and Seller elect to deliver the same outside of escrow, duly executed notices to each of the vendors under any Service Contract (“**Vendor Notices**”), such Vendor Notices to be in such form(s) as are reasonably satisfactory to Buyer and Seller, which notices Buyer shall deliver to each such vendor (and Buyer shall provide proof of delivery thereof to Seller promptly following the Closing);

(F) a title certificate (“**Seller Title Certificate**”) in a form reasonably acceptable to Seller to facilitate the issuance of any title insurance sought by Buyer in connection with the Contemplated Transactions, but Seller is not obligated to provide any additional certificate, affidavit or indemnity in connection with such title insurance (subject to Seller’s obligations under Section 4.3 (Mandatory Title Cure Obligations) or any written agreement by Seller in connection with a Title Cure);

(G) unless Buyer and Seller elect to deliver the same outside of escrow, evidence reasonably satisfactory to Buyer, Escrow Agent and Title Company respecting the due organization of Seller and the due authorization and execution by Seller of this Agreement and the documents required to be delivered hereunder by Seller;

(H) **[\*\*NTD: If applicable, add documents, if any, to be delivered under other provisions]; and**

(I) unless Buyer and Seller elect to deliver the same outside of escrow, such additional documents as may be reasonably required by Buyer, Escrow Agent or Title Company in order to consummate the transactions hereunder (provided the same do not increase in any material respect the expenses, liabilities or obligations of, Seller in a manner not otherwise provided for herein).

In addition, to the extent they do not constitute Reserved Seller Assets and are then known by Seller to be in the possession or reasonable control of Seller and have not theretofore been delivered to Buyer, Seller shall deliver to Buyer at or promptly after the Closing: (1) any plans and specifications for the Improvements; (2) all unexpired warranties and guarantees that Seller or any predecessor has received in connection with any work or services performed with respect to, or equipment installed in, the Improvements; (3) all keys, garage transponders, and other access control devices, codes and passwords (if any) for the Improvements; (4) originals of all Leases (or copies if originals are not available); (5) originals of all Service Contracts (or copies if originals are not available); and (6) all tenant leasing information, leasing files and other material documents relating to past and ongoing operations and maintenance of the Property, and past property taxes and other operating expenses. However: (a) all items described in this paragraph may be delivered to Buyer at Closing or left at the management office (or other agreed-upon location) at the Property; and (b) if any of the foregoing items are not known by Seller to be in the then possession or reasonable control of Seller, but after Closing, Seller has such knowledge, then Seller shall deliver the same promptly after Seller acquires such knowledge.

7.2.2 Buyer Deliveries. Prior to the Closing Document Delivery Deadline (except as to the Closing Payment, which Buyer shall deliver no later than the Closing Wire Deadline on the Scheduled Closing Date, but Buyer will have no obligation to deliver the Closing Payment prior to Seller's delivery to Escrow Agent of the documents to be delivered to Escrow Agent under Section 7.2.1 (Seller Deliveries)), Buyer shall deliver to Escrow Agent the following:

(A) the Closing Payment by wire transfer (via Fedwire) of immediately available funds;

(B) a copy of a duly executed Bill of Sale, Assignment and Assumption;

(C) a copy of a duly executed certificate of Buyer ("Buyer Closing Certificate") in the form of Exhibit I updating the representations and warranties of Buyer contained in this Agreement to the Scheduled Closing Date and noting any material changes thereto;

(D) unless Buyer and Seller elect to deliver the same outside of escrow, duly executed Vendor Notices;

(E) unless Buyer and Seller elect to deliver the same outside of escrow, evidence reasonably satisfactory to Seller, Escrow Agent and Title Company

respecting the due formation of Buyer and the due authorization and execution by Buyer of this Agreement and the documents required to be delivered hereunder;

(F) **[[\*NTD: If applicable, add documents, if any, to be delivered under other provisions]]**; and

(G) unless Buyer and Seller elect to deliver the same outside of escrow, such additional documents as may be reasonably required by Seller, Escrow Agent or Title Company in order to consummate the transactions hereunder (provided the same do not increase in any material respect the expenses, liabilities or obligations of, Buyer in a manner not otherwise provided for herein).

7.2.3 **Mutual Deliveries**. Prior to the Closing Document Delivery Deadline (except as provided below), Buyer and Seller shall mutually execute and deliver (or cause to be executed and delivered) to the Escrow Agent:

(A) a closing statement or multiple statements (“**Closing Statement**”) approved by Buyer and Seller reflecting the Purchase Price, and the adjustments and prorations required hereunder and the allocation of income and expenses required hereby (the Parties agreeing to use commercially reasonable efforts to finalize, execute and deliver the Closing Statement prior to the Closing Document Delivery Deadline, but the Closing Statement may be executed and delivered on the Scheduled Closing Date prior to the Closing); and

(B) such transfer tax forms as may be required by state and local authorities.

### 7.3 **Closing Costs**.

7.3.1 **Seller Closing Costs**. Seller shall pay or cause to be paid transfer taxes payable in connection with the Contemplated Sale, (B) the cost of any curative endorsements obtained by Seller pursuant to this Agreement, (C) the cost to satisfy the requirements for the transfer of any roof warranty that constitutes Scheduled Personal Property, including the cost of any inspection required to transfer such warranty, and (D) 50% of all escrow charges.

7.3.2 **Buyer Closing Costs**. Buyer shall pay or cause to be paid (A) the amount of the title insurance premium costs for any title insurance policies obtained by Buyer and for all endorsements thereto (other than curative endorsements obtained by Seller in accordance with this Agreement), (B) 50% of all escrow charges, (C) Buyer’s cost to obtain a new survey or to update the Survey, and (D) all fees, costs or expenses in connection with the Due Diligence Investigations.

7.3.3 **Other Closing Costs**. Buyer and Seller shall allocate any other closing costs in accordance with local custom for comparable commercial real estate transactions. Except as otherwise expressly provided in this Agreement, each Party shall pay the fees of its own attorneys, accountants and other professionals.

7.4 **Prorations and Other Closing Adjustments**. The following prorations and other Closing adjustments will be made between Seller and Buyer as of the Closing Date. Except

as otherwise provided, such prorations will be made on the basis of the actual number of days elapsed over the applicable period, with Buyer being deemed to be the owner of the Property during the entire day on the Closing Date and being entitled to receive all operating income of the Property, and being obligated to pay all operating expenses of the Property, with respect to the Closing Date. The net amount of such prorations and adjustments under this Section 7.4 will be added to (if such net amount is in Seller's favor) or deducted from (if such net amount is in Buyer's favor) the Purchase Price payable at Closing.

7.4.1 Property Taxes. All real estate and personal property taxes and assessments with respect to the Property for the "**Current Tax Year**" (i.e., the tax fiscal year in which the Closing occurs) regardless of whether payable before, during or after the Current Tax Year. Seller will be responsible for the payment of any real estate and personal property taxes and assessments with respect to the Property for any period ending prior to the Closing (including any tax year ending prior to the Current Tax Year) and Buyer will be responsible for any period commencing on or after the Closing Date. In no event will Seller be charged with or be responsible for any increase in the taxes on the Property resulting from the Contemplated Sale, any change in use of the Property on or after the Closing Date, or from any improvements made or leases entered into on or after the Closing Date. If any assessments on the Property are payable in installments, then the installment payable during the current period (in which the Closing occurs) will be prorated (with Buyer assuming the obligation to pay any subsequent installments).

7.4.2 Utilities. As of the Closing Date, Buyer shall transfer all utilities at the Property to its name or establish new utility accounts, as applicable, and where necessary, post deposits with the utility companies. Seller shall use commercially reasonable efforts to cause all utility meters to be read as of the Closing Date. Seller will be entitled to recover any Seller deposits held by any utility company as of the Closing Date and Seller will not be entitled to any credit from Buyer for the same except to the extent that all or any portion of such deposit is transferred to Buyer in connection with the Closing. All charges for utilities will be prorated outside of the Escrow within 60 days after the Closing Date.

7.4.3 Other Operating Income and Expense. Any other items of operating income or operating expense that are customarily apportioned between the parties in real estate closings of comparable commercial properties in the metropolitan area where the Property is located, as applicable; however, there will be no prorations for debt service or insurance premiums (because Buyer is not acquiring or assuming Seller's financing or insurance), subject to Section 8.

7.4.4 General Provisions.

7.4.4.1 The prorations and payments to be made on the Closing Date will be made on the basis of the Closing Statement. No later than two Business Days prior to the Scheduled Closing Date, Seller shall deliver to Buyer and Escrow Agent such available proration backup as the Parties may reasonably request. Buyer and Seller shall use commercially reasonable efforts to cause Escrow Agent to deliver to Buyer and Seller an initial proposed draft of the Closing Statement for Buyer's and Seller's review and approval prior to the Scheduled Closing Date.

7.4.4.2 If any prorations made under this Section 7.4 prove to be incorrect for any reason, then any Party will be entitled to an adjustment to correct the same. Any item that cannot be finally prorated because of the unavailability of information will be tentatively prorated on the basis of the best data then available and re-prorated when the information is available.

7.4.4.3 Except as otherwise provided in this Section 7.4, all re prorations and other post-Closing payments, prorations and adjustments contemplated by this Section 7.4 must be completed no later than (and the corresponding obligations under this Section 7.4 will continue until) the date that is one year after the Closing Date (subject to extension solely as necessary due to the unavailability of final information, but in no event to exceed 18 months after the Closing Date).

7.4.4.4 As soon as reasonably practicable after the end of the calendar year in which the Closing occurs and at such other times as a Party may reasonably request, the other Party shall deliver such documentation in the possession or reasonable control of such other Party as may be reasonably requested to substantiate the prorations under this Section 7.4, including any year-end reconciliations.

8. Condemnation or Destruction of Property. If, after the Effective Date but prior to the Closing, Seller acquires knowledge that either any portion of the Property is (or is threatened in writing to be) taken pursuant to eminent domain proceedings or any of the Improvements are destroyed or damaged in any material respect (including any such damage for which Seller is not responsible under Section 9.4.1 (Maintenance/Operation)) by any casualty other than by reason of Buyer Conduct, then Seller shall give Buyer prompt notice of the same (a “**Condemnation/Casualty Notice**”) prior to Closing, but will have no obligation to repair or replace (or cause to be repaired or replaced) any such damage, destruction or taken property.

8.1 Closing Credit. Seller shall, at Closing, provide Buyer with a credit against the Purchase Price equal to the amount of “**C/C Proceeds**” (i.e., all condemnation proceeds and all proceeds from casualty insurance, as applicable, on account of such casualty or condemnation) received by Seller prior to Closing except to the extent of any “**Pre-Closing C/C Proceeds**” (i.e., C/C Proceeds (A) required to reimburse Seller for the cost of construction and repairs incurred by Seller prior to the Closing and not assumed by Buyer, or (B) attributable to lost rents or other items applicable to any period prior to the Closing). If as of the Closing, Seller has not received all C/C Proceeds that may be payable to Seller on account of such casualty or condemnation, then Seller shall, upon the Closing, if any requisite consents to assignment are obtained, assign to Buyer (under the Bill of Sale, Assignment and Assumption) any right, title, and interest of Seller to such C/C Proceeds, as applicable (except to the extent of any Pre-Closing C/C Proceeds), without any credit or reduction in the Purchase Price except as set forth in the immediately following sentence; and if any requisite consent to such assignment is not obtained, then Seller shall turn over such C/C Proceeds as and when received in accordance with clause (B) of Section 8.3 (Cooperation). At Closing, Seller shall also credit Buyer with an amount equal to the applicable deductible or self-insured retention amount under Seller’s insurance (but not more than the amount by which (1) the estimated cost to Buyer as of the Closing Date to repair the damage is greater than (2) the insurance proceeds credited or to be assigned to Buyer).

8.2 **Material Condemnation or Casualty.** Buyer may, at its option, terminate this Agreement by notice to Seller, given on or before ten Business Days (the “**C/C Election Period**”) after Buyer’s receipt of the Condemnation/Casualty Notice (but prior to the Closing), if (A) the condemnation award or the cost of repair of damage to the Property on account of a casualty, as applicable, (B) a casualty is uninsured or underinsured (including by reason of Seller’s property policy providing for less than full replacement cost coverage or, if Seller has such full coverage, by reason of Seller’s property policy not being assignable and the restoration not being expected to be completed prior to Closing, unless within ten days after Buyer’s termination notice is delivered, and prior to the Scheduled Closing Date, Seller provides Buyer with evidence that Seller’s insurance carrier has consented to the assignment to Buyer of Seller’s property policy to the extent it relates to the Property and such casualty), and Seller does not elect to credit Buyer at Closing with an amount equal to the uninsured cost to repair such uninsured or underinsured casualty and to reimburse Buyer for any abatements in rent caused thereby (and not covered by insurance that Seller assigns to Buyer at Closing) for the period after the Closing, which election (if made) must be set forth in the Condemnation/Casualty Notice (Seller having the right, but not the obligation, to make such election), or (C) the condemnation or damage to the Property (1) materially and adversely affects access to or parking at the Property, or (2) results in the Property violating any Laws or failing to comply, in any material respect, with zoning or any recorded covenants, conditions or restrictions affecting the Property. For purposes of clauses (A) and (B) above, the cost of repair will be based on the opinion of an independent engineer or architect selected by Seller and approved by Buyer (which approval may not be unreasonably withheld) and the determination under clause (B) above of whether the casualty is uninsured or underinsured must be made in good faith by Seller in consultation with its insurance agent or carrier taking into account the cost determined by such engineer or architect. In the event of such termination, Section 11.3 (Termination for Other Reasons) will apply. If Buyer has the right to terminate this Agreement pursuant to this Section 8.2, but fails to do so prior to the expiration of the notice period set forth above, then Buyer will be deemed to have forfeited such termination right and Section 8.1 (Closing Credit) will apply.

8.3 **Cooperation.** The Parties shall cooperate with one another in connection with any casualty or condemnation of all or a portion of the Property. Without limitation on the foregoing, Seller shall use commercially reasonable efforts to: (A) promptly after acquiring knowledge of such casualty or condemnation and to the extent reasonably practicable, prior to Closing, (1) cause the C/C Proceeds (other than Pre-Closing CC Proceeds) payable to Seller, but not received prior to Closing, to be assigned to Buyer as of the Closing, and, without limitation on the foregoing, obtain any required consent to such assignment, (2) in the case of a casualty, (a) obtain a consent (the “**Property Policy Assignment Consent**”) from the insurance company to an assignment of the Seller’s property policy (to the extent relating to the Property) and to permit Buyer to file a claim for and receive amounts in excess of the actual cash value (to the extent not collected prior to Closing), and (b) obtain any required consent to assign the contracts entered into by Seller to repair the damage, and (3) in the case of a condemnation, cause Buyer, at or promptly after the Closing, to be substituted for Seller in any condemnation proceeding to the extent involving the Property; and (B) after Closing if the Property Policy Assignment Consent is not obtained, cooperate at Buyer’s cost in making proofs of loss, pursuing claims for C/C Proceeds, and turning over to Buyer C/C Proceeds (other than Pre-Closing C/C Proceeds) as and when received. If Seller obtains the Property Policy Assignment Consent, it shall assign its property policy (to the extent relating to the Property) and the Parties will prorate the associated premium.

9. Representations, Warranties and Covenants.

9.1 Representations and Warranties of Seller. Seller represents and warrants to Buyer that:

9.1.1 Organization, Authority and Enforceability. This Agreement and all agreements, instruments and documents herein provided to be executed or to be caused to be executed by Seller are, and on the Scheduled Closing Date will be, duly authorized, executed and delivered by, and are binding upon, Seller. Seller is a Kentucky limited liability company, duly organized and validly existing and in good standing under the Laws of such state, and is duly authorized and qualified to do all things required of it under this Agreement. Seller has the capacity and authority to enter into this Agreement and consummate the transactions herein provided without the consent or joinder of any other Party (except as otherwise may be set forth in this Agreement). This Agreement is, and each other document to be executed and delivered by Seller hereunder will be, the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

9.1.2 No Conflict. To Seller's knowledge, except as otherwise set forth in this Agreement, neither this Agreement nor any agreement, document or instrument executed or to be executed in connection with the same, nor anything provided in or contemplated by this Agreement or any such other agreement, document or instrument, does now or will hereafter materially breach, violate, invalidate, cancel, make inoperative or interfere with, or result in the acceleration or maturity of, any agreement, document, instrument, right or interest, or applicable Laws affecting or relating to Seller or the Property.

9.1.3 No Bankruptcy or Dissolution. No Bankruptcy/Dissolution Event has occurred by, against or with respect to Seller.

9.1.4 Lease. Seller and Truist have entered into a Lease Termination Agreement which provides that Truist will vacate the Leased Premises within six (6) months after notice from Seller. Seller will give timely notice to Truist to vacate in accordance with this Agreement. If Truist does not vacate in a timely manner, Seller shall cause Truist to vacate the Leased Premises. Seller has delivered or made available to Buyer copies of the Lease. To Seller's knowledge, the Lease is in full force and effect.

9.1.5 Litigation. Other than matters disclosed in Schedule 9.1.5 (the "Litigation Schedule"): (A) there is no action, litigation, condemnation or other legal proceeding against the Property or against Seller that in either case has been served upon Seller and is pending or, to Seller's knowledge, has been threatened in writing (in a written notice received by Seller) with respect to the Property or Seller other than personal injury claims covered (except for the deductible or self-insured retention) by Seller's insurance; and (B) Seller has not received written notice of any unsatisfied judgments against the Property or Seller.

9.1.6 Compliance. Except as disclosed in Schedule 9.1.6 or the Due Diligence Materials, Seller has not received any written notice from any Governmental Entity having jurisdiction over the Property to the effect that the Property is not in compliance with applicable Laws other than notices of noncompliance that have been remedied.

9.1.7 Service Contracts. Seller has not entered into any service or equipment leasing contracts relating to the Property that will be in force after the Closing. To Seller's knowledge, the Service Contracts are in full force and effect and have not been amended (except as set forth in the Service Contract Schedule). Neither Seller nor the counterparty has given written notice of any default that remains uncured (or to Seller's knowledge, is not in monetary default) under the Service Contracts. Seller has delivered or made available to Buyer copies of all Service Contracts Seller uses in its operation of the Property.

9.1.8 Environmental Matters. The Due Diligence Materials include all third party final reports in Seller's possession or reasonable control relating to Hazardous Materials at or near the Property ("Environmental Report"). Seller has no knowledge of the presence of Hazardous Materials at or near the Property (whether by reason of a release of Hazardous Materials or otherwise) in violation of applicable Laws that has not been cured.

9.1.9 Employees. Seller has no employees.

9.1.10 Options. Seller has not granted (and the organizational documents of Seller and to its knowledge, the organizational documents of the direct or indirect owners of Seller, do not contain) any outstanding option, right of first refusal or offer or similar right in favor of any Person (other than Buyer) to purchase or otherwise acquire the Property or any portion thereof or interest therein, except as set forth in the Leases or in any other Due Diligence Materials.

9.1.11 Assessments; Zoning Changes. Seller has not received written notice from any Governmental Entity of (A) any existing or contemplated increased tax assessments or special assessments affecting the Property or (B) any changes in zoning affecting the Property that, in either case, are not disclosed in the Due Diligence Materials.

9.1.12 Governmental Obligations. Except as set forth in the Due Diligence Materials, Seller has not entered into any commitments or other agreements with any Governmental Entity affecting the Property that will be binding on Buyer or the Property after Closing.

9.1.13 Personal Property. Seller owns the Scheduled Personal Property free and clear of liens, encumbrances and other title exceptions with the exception of the Permitted Encumbrances.

9.1.14 Affiliate Ownership. To Seller's knowledge, no Affiliate of Seller owns any Intangible Property or Personal Property that is reasonably necessary for the ownership or operation of the Property.

9.2 Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows:

9.2.1 Organization, Authority and Enforceability. This Agreement and all agreements, instruments and documents herein provided to be executed or to be caused to be executed by Buyer are, and on the Scheduled Closing Date will be, duly authorized, executed and delivered by, and are binding upon, Buyer. Buyer is duly authorized and qualified to do all

things required of it under this Agreement. Buyer has the capacity and authority to enter into this Agreement and consummate the Contemplated Transactions herein provided without the consent or joinder of any other Party (except as otherwise may be set forth in this Agreement). This Agreement is, and each other document to be executed and delivered by Buyer hereunder will be, the valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

9.2.2 No Conflict. To Buyer's knowledge, except as otherwise set forth in this Agreement, neither this Agreement nor any agreement, document or instrument executed or to be executed in connection with the same, nor anything provided in or contemplated by this Agreement or any such other agreement, document or instrument, does now or will hereafter breach, violate, invalidate, cancel, make inoperative or interfere with, or result in the acceleration or maturity of, any agreement, document, instrument, right or interest, or applicable Laws affecting or relating to Buyer.

9.2.3 No Bankruptcy or Dissolution. No Bankruptcy/Dissolution Event has occurred by, against or with respect to Buyer.

9.3 Interim Covenants of Seller. During the Escrow Period:

9.3.1 Maintenance/Operation. Seller shall use commercially reasonable efforts to maintain and operate the Property in substantially the same manner as prior hereto pursuant to its normal course of business (such maintenance obligations not including capital expenditures or expenditures not incurred in such normal course of business), subject to reasonable wear and tear and further subject to damage or destruction by casualty, condemnation or events beyond the reasonable control of Seller. Without limiting the foregoing, Seller shall maintain its current insurance relating to the Property on substantially similar terms (except to the extent they are no longer available at commercially reasonable rates).

9.3.2 Service Contracts. Seller may not, without the prior consent of Buyer, enter into, materially modify or terminate any new service or equipment leasing contracts relating to the Property or materially modify or terminate any of the existing Service Contracts. However, Seller will not be required to obtain Buyer's consent to any "**Emergency Contract**" (i.e., a Service Contract entered into after the Effective Date in response to an emergency situation at the Property including, for example, any condemnation or casualty affecting the Property) although Seller shall provide prompt notice to Buyer of such contract. If Buyer fails to notify Seller in writing of Buyer's objections within five Business Days of Buyer's receipt of the proposed modification, termination or new contract terms (and a request for Buyer's approval), then Buyer will be deemed to have approved the same.

9.3.2.1 Emergency Contracts. If Buyer gives Seller notice of reasonable objections to an Emergency Contract within three Business Days of Buyer's receipt of such contract (but not later than the Closing), and Seller fails to address Buyer's reasonable objections in a manner reasonably satisfactory to Buyer (or to cause such contract to be terminated effective as of a time as of or before the Closing) within five Business Days after receipt of such objections (but not later than the Closing), then Buyer may terminate this Agreement by notice to Seller within two Business Days after the expiration of such five Business Day period (but not later than the Closing) in which event Section 11.3 (Termination for Other Reasons) will apply.

9.3.2.2 [Reserved].9.3.2.3 Termination of Objectionable Service Contracts.

If Buyer delivers to Seller a notice of objection to any Service Contract (an “**Objectionable Service Contract**”) prior to the expiration of the Due Diligence Period, then Seller shall use commercially reasonable efforts to cause such Objectionable Service Contract to be terminated effective as of or before the Closing (but Buyer may not object to any Emergency Contract, except to the extent permitted under Section 9.4.2.1 (Emergency Contracts) or any contract that has been approved or deemed approved by Buyer under this Section 9.4.2). However, if despite such commercially reasonable efforts, the termination of any Objectionable Service Contract is not made effective as of or before the Closing, then such Objectionable Service Contract will be assumed by Buyer at Closing pursuant to the Bill of Sale, Assignment and Assumption together with all Service Contracts. If Buyer fails to notify Seller in writing of Buyer’s objection to any Service Contract prior to the expiration of the Due Diligence Period, then Buyer will be deemed to have waived the right to object under this Section 9.4.2.3 and (subject to any approval rights in this Agreement with respect to Service Contracts entered into after the Effective Date) shall assume the same at the Closing pursuant to the Bill of Sale, Assignment and Assumption.

9.3.2.4 Consents; Costs.

Seller shall use commercially reasonable efforts to obtain any required consent to the assignment to Buyer of a Service Contract that will not be terminated in accordance with this Agreement. To the extent any amount must be paid by Seller under a Service Contract for assignment (or obtaining consent to assignment), then Seller shall pay such expense to the extent of the termination fee, if any, that would be charged in connection with a termination without cause in accordance with the Service Contract and Buyer shall pay the balance of such expense. If a Service Contract (whether by reason of the terms of such Service Contract or applicable Law) may not be assigned to and assumed by Buyer, or may not be assigned to or assumed by Buyer without the consent of a third party and such third party’s written consent is not obtained at or before the Closing despite Seller’s commercially reasonable efforts, then as of the Scheduled Closing Date, such Service Contract will be deemed to constitute a “**Nonassignable Service Contract**”. Seller shall terminate, and shall pay the termination expenses associated with terminating, each Nonassignable Service Contract.

9.3.3 Encumbrances.

Seller may not encumber the Property with any mortgages, deeds of trust or other encumbrances, except as expressly permitted in this Agreement, without Buyer’s consent (which may not be unreasonably withheld prior to the expiration of the Due Diligence Period as to easements, licenses and similar documents required in the ordinary course of business). Seller will not be in violation of this Section 9.3.3 by reason of Seller Mechanics’ Liens that are addressed as required under Section 4.3 (Mandatory Title Cure Obligations).

9.3.4 Real Estate Tax Appeal.

Seller may not initiate, settle, compromise, withdraw or terminate any real estate tax appeal or proceeding affecting the Property without Buyer’s approval (which may not be unreasonably withheld).

10. Disclaimer and Release. As an essential inducement to Seller to enter into this Agreement, and as part of the determination of the Purchase Price, but **SUBJECT TO SECTION 10.4 (LIMITATIONS) BELOW:**

10.1 Disclaimer.

10.1.1 As-Is, Where-Is. The sale of the Property hereunder is and will be made on an “as is, where is” basis. Seller has not made, does not make and specifically negates and disclaims (and Buyer is relying solely upon the Due Diligence Investigations and is not relying upon) any representations, warranties, assurances, statements or guaranties of any kind or character whatsoever, whether express or implied or arising by operation of law, verbal or written, past, present or future of, as to, concerning or with respect to Seller, the Property or any other matter whatsoever in connection with this Agreement.

10.1.2 Sophistication of Buyer. Buyer is a sophisticated buyer who is familiar with the ownership and operation of real estate projects similar to the Property and Buyer has had adequate opportunity or will have adequate opportunity prior to Closing (Buyer’s delivery of the DDP Continuation Notice will constitute an acknowledgment by Buyer that it has had such an opportunity) to complete all physical and financial examinations relating to the acquisition of the Property hereunder it deems necessary, and will acquire the same solely on the basis of and in reliance upon such examinations and the title insurance protection afforded by the Owner’s Policy and not on any information provided or to be provided by Seller.

10.1.3 Interim. Seller did not develop or construct the Property.

10.1.4 Due Diligence Materials. Any information provided or to be provided with respect to the Property (including the Due Diligence Materials) is solely for Buyer’s convenience and was or will be obtained from a variety of sources. Seller has not made any independent investigation or verification of such information and makes no (and expressly disclaims all) representations as to the accuracy or completeness of such information. Seller will not be liable for any mistakes, omissions, misrepresentation, or failure to investigate the Property, nor will Seller be bound in any manner by any verbal or written statements, representations, appraisals, environmental assessment reports, or other information pertaining to the Property or the operation thereof, furnished by any Seller Related Party.

10.2 Release. Effective as of the Closing, Buyer, on behalf of itself and all persons or entities claiming by, through or under Buyer, and their respective successors and assigns (a “**Buyer Releasing Party**”), waives its right to recover from, and forever releases and discharges Seller and each Seller Related Party from any and all Claims that any Buyer Releasing Party has or may have as of the Closing arising from or related to any matter or thing related to or in connection with the Property including the Due Diligence Materials, the Lease and the tenant thereunder, any operational issues, any construction defects, violations of Law, errors or omissions in design or construction, and any environmental or physical conditions, including the presence of any Hazardous Materials, and no Buyer Releasing Party will look to Seller or any Seller Related Parties in connection with the foregoing for any redress or relief. This release will be given full force and effect according to each of its expressed terms and provisions, including those relating to unknown and unsuspected claims, damages and causes of action.

10.3 Certain Property Disclosures. With respect to all of the matters in this Section 10, including any matters identified in Schedule 10.3 and without limitation on any other provisions of this Agreement, Buyer shall further evaluate such matters prior to the expiration of the Due Diligence Period in accordance with the provisions of this Agreement. At Closing, Buyer shall assume all responsibility for such matters and may not seek any payment or other action from Seller (and Seller will have no obligation) with respect to such matters; any disclosure of such matters by tenants or others will not be a cause for objection by Buyer; such matters have already been taken into account in calculation of the Purchase Price; and such matters will not be deemed to expand in any manner the limited representations and warranties of Seller contained herein.

10.4 Limitations. However, the provisions of this Section 10 will not release or otherwise limit Buyer's rights or Seller's liability under this Agreement and the Closing Documents (A) for the breach of the obligations (including any representation or warranty) of Seller under this Agreement or any of the Closing Documents executed by Seller (but subject to the limitations provided in Sections 14.1 (Limitation of Liability), 14.3 (Survival), and 14.4 (Knowledge) of this Agreement) (B) limit Buyer's rights, if any, to implead Seller for Third Party Claims for damages or other relief due to (1) bodily injury occurring at the Property while Seller owned the Property, or (2) off-site bodily injury or off-site property damage to the extent (a) caused by any environmental condition, including the presence of any Hazardous Materials, at the Property and (b) occurring while Seller owned the Property, or (C) without limitation on clause (A) above, limit the liability of Seller for a "Fraudulent Seller Breach." "**Fraudulent Seller Breach**" means: (1) a fraudulent breach by Seller of its representations and warranties in this Agreement or a Seller Certificate not disclosed in the Due Diligence Materials (and not known or reasonably accessible to Buyer prior to the DD Disclosure Deadline) made with the intent to deceive Buyer; or (2) a fraudulent withholding by Seller of material information from the Due Diligence Materials (not known or reasonably accessible to Buyer prior to the DD Disclosure Deadline) with the intent to deceive Buyer. The release in Section 10.2 (Release) will operate to release only Seller Related Parties and their respective successors and assigns; if third parties who are not Seller Related Parties (or their successors or assigns) are joint obligors or tortfeasors who are responsible for any of the obligations or duties released, then Buyer reserves all of its rights and remedies against such third parties.

10.5 Continued Effectiveness. This Section 10 will continue to have effect after any termination of this Agreement and the Closing.

11. Breach; Disposition of Deposit upon Termination.

11.1 Breach by Seller. If, on the Scheduled Closing Date, Seller is in material breach of any of its representations and warranties, covenants or other obligations under this Agreement and Seller fails to cure such breach within five days after receipt of written notice of such breach (except that no notice of a breach is required and no cure period is applicable for a breach by Seller to perform timely under Section 7 (Closing Procedure)), then Buyer may either (A) terminate this Agreement, in which case Buyer will be entitled to obtain a return of the Deposit (less the Independent Consideration, which will be paid to Seller), and reimbursement by Seller of Buyer's actual out-of-pocket expenses paid in connection with the transactions hereunder, but no other action, for damages or otherwise, subject to Section 14.1.2 (Excluded Damages), Buyer may pursue Seller for its actual damages if Buyer is not in material breach of its obligation to close the

Contemplated Transactions and specific performance is not available to Buyer because of a Bad Faith Seller Transfer), or (B) specifically enforce this Agreement. Buyer shall choose one but not both of the foregoing alternative remedies, which will be Buyer's sole remedy, for any breach by Seller prior to Closing except that (1) the foregoing election will not limit Buyer's rights and remedies for breaches of Seller's obligations if the Contemplated Sale is consummated (whether consensually or because Buyer exercises its right of specific performance), subject, however, to the other limitations contained in this Agreement (and in the case of specific performance, the Closing will be deemed to occur when record title to the Property is transferred to Buyer for purposes of determining survival limits), and (2) Buyer will not be precluded from electing to proceed under clause (A) if Buyer elects to proceed under clause (B) but specific performance is not available. Buyer may also proceed with Closing without bringing an action for specific performance (if possible) without waiving or otherwise limiting its post-Closing rights and remedies (but subject to the other limitations contained in this Agreement). **“Bad Faith Seller Transfer”** means a voluntary sale, mortgage or other transfer by Seller to a third party of a substantial portion of the Property in breach of this Agreement prior to the termination of this Agreement when Buyer is not in material breach of this Agreement.

11.2 Breach by Buyer. [If the Closing does not occur by reason of Buyer's material breach of its obligations to consummate the Contemplated Transactions under this Agreement, then Seller may terminate this Agreement and (a) the Deposit will be delivered to and retained by Seller and (b) [\*to be negotiated\*: Buyer shall pay to Seller \_\_\_\_\_ (the “Truist Payment”)], and the Deposit and the Truist Payment will be full compensation and liquidated damages under this Agreement for such breach. If Buyer materially breaches any of its representations and warranties, covenants or other obligations under this Agreement (other than its obligation to deliver the Additional Deposit under Section 3.1.2 (Additional Deposit)) and Buyer fails to cure such breach within five days after receipt of written notice of such breach (except that no notice of a breach is required and no cure period is applicable for a breach by Buyer to perform timely under Section 7), then Seller may terminate this Agreement and the Deposit and the Truist Payment will be delivered to and retained by Seller as full compensation and liquidated damages under this Agreement for such breach. In such event (or if this Agreement is terminated under Section 3.1.2 (Additional Deposit) because Buyer fails to deliver the Additional Deposit within the two Business Day grace period therein prescribed), the Deposit and the Truist Payment will be delivered to and retained by Seller as full compensation and liquidated damages under this Agreement for such breach. The Parties recognize that (A) Seller will incur expenses in connection with the Contemplated Transactions and that the Property may be removed from the market, (B) it is extremely difficult and impracticable to ascertain (1) the extent of detriment to Seller caused by such breach and the failure of the consummation of the Contemplated Transactions, or (2) the amount of compensation Seller should receive as a result of such breach, and (C) the Deposit and the Truist Payment represent the Parties' best current estimate of such detriment. The retention of the Deposit and the payment by Buyer to Seller of the Truist Payment will be Seller's sole remedy under this Agreement by reason of such breach. Nothing contained in this Section 11.2 will impair or otherwise limit any of Seller's rights and remedies against Buyer for any other breach by Buyer under this Agreement.]

11.3 Termination for Other Reasons. If the Closing does not occur by reason of the termination of this Agreement by reason of an Additional Deposit Termination/Refund Notice or in accordance with Section 4.2 (Additional Title/Survey Matters), 5.4 (Due Diligence

Termination Right), 6.1 (Seller Closing Conditions), 6.2 (Buyer Closing Conditions), 8.2 (Material Condemnation or Casualty), or 9.4.2.1 (Emergency Contracts), then the Deposit (less the Independent Consideration, which will be paid to Seller) will be promptly returned to Buyer. However, if there is a conflict between this Section (or Section 6.3 (Termination)), on the one hand, and Section 11.1 (Breach by Seller) or 11.2 (Breach by Buyer), on the other hand, then Section 11.1 (Breach by Seller) or 11.2 (Breach by Buyer), as applicable, will control.

11.4 Extension of Closing. The Scheduled Closing Date will be extended (but not beyond the Outside Closing Date) as necessary to afford Seller the entire cure period set forth in Section 11.1 (Breach by Seller) and Buyer the entire cure period set forth in 11.2 (Breach by Buyer), if applicable.

12. Press Releases. No press release or media release and (except as otherwise required by law or a Governmental Entity) no other public disclosure regarding the terms of this Agreement or the Contemplated Transactions may be made without the prior consent of Buyer and Seller.

13. Anti-Terrorism Laws. Each Party shall take any actions that may be required to comply with the terms of all Anti-Bribery, Anti-Money Laundering and Anti Terrorism Laws. In addition to the foregoing, each Party makes the following representations and warranties for the benefit of the other Party:

13.1 Neither such Party nor, to such Party's knowledge, its Affiliates, and the respective Constituent Persons of such Party and its Affiliates (excluding public shareholders), is in violation of, has been charged with or is under indictment for the violation of, or has pled guilty to or been found guilty of the violation of, any Anti-Bribery, Anti-Money Laundering and Anti-Terrorism Laws.

13.2 None of such Party or, to such Party's knowledge, its Affiliates and the respective Constituent Persons of such Party and its Affiliates (excluding public shareholders), is acting, directly or indirectly, on behalf of terrorists, terrorist organizations or narcotics traffickers, including those Persons that appear on the Annex to the Executive Order, or are included on any Government List maintained by the Office of Foreign Assets Control of U.S. Department of Treasury, U.S. Department of State, or other U.S. government agencies, all as may be amended from time to time.

13.3 Neither such Party, nor any Person controlling or controlled by such Party, is a country, territory, individual or entity named on a Government List, and the monies used in connection with this Agreement and amounts committed with respect thereto, were not and are not derived from any activities that contravene any of the Anti-Bribery, Anti-Money Laundering and Anti-Terrorism Laws or any other applicable anti-money laundering or anti-bribery Laws and regulations (including funds being derived from any Person, country or territory on a Government List or engaged in any unlawful activity defined under 18 U.S.C. Section 1956(c)(7)).

13.4 Such Party is not engaging in the Contemplated Transactions, directly or indirectly, in violation of any Laws relating to drug trafficking, money laundering or predicate crimes to money laundering or drug trafficking. None of the funds of such Party have been or will be derived from any unlawful activity with the result that the investment of direct or indirect equity

owners in such Party is prohibited by Laws or that the Contemplated Transactions or this Agreement is or will be in violation of Laws.

14. Miscellaneous.

14.1 Limitations of Liability.

14.1.1 Seller Post-Closing Liability. If the Closing occurs, then: (A) Seller will have no liability to Buyer (and Buyer may make no claim against Seller) for a breach of any representation or warranty or any other obligation of Seller under this Agreement or any “Seller Certificate” (i.e., any certificate executed by Seller in connection with this Agreement, including the Seller Closing Certificate and any Seller Tenant Certificate) until Seller’s liability for all such breaches is determined to exceed, in the aggregate, the Seller Post-Closing Threshold; (B) if such threshold is exceeded, Seller’s liability will not be limited by the Seller Post-Closing Threshold, but will be subject to clause (C) below and Section 14.1.2 (Excluded Damages), and thus will start from the first dollar without giving effect to such threshold; and (C) the liability of Seller under this Agreement and such certificates may not exceed, in the aggregate, the Seller Post-Closing Cap. However, each of the following items (“**Special Items**”) will be excluded from this Section 14.1.1 (so that neither the Seller Post-Closing Threshold nor the Seller Post-Closing Cap will take into account or be adjusted by, and, without meeting the Seller Post-Closing Threshold, claims may be made for, any of the Special Items): (1) the obligations of Seller under Section 4.3 (Mandatory Title Cure Obligations); (2) the obligations of Seller regarding prorations and closing costs under this Agreement; (3) the obligations of Seller under Section 9.4.4 (Encumbrances); (4) the obligations of Seller under Section 14.9 (Legal Costs); (5) the indemnification obligations of Seller in connection with an exchange under clause (C) of Section 14.5 (Successors and Assigns); and (6) a Fraudulent Seller Breach.

14.1.2 Excluded Damages. In no event will any Party be liable under this Agreement for consequential or punitive damages to the other Party (but the foregoing will not limit a Party’s liability to the other Party under an indemnification in this Agreement for any such damages claimed by an unrelated third party).

14.1.3 Exculpations of Certain Persons and Entities. No present or future Constituent Person of Buyer or Seller will have any personal liability, directly or indirectly, for the obligations under this Agreement or any document executed and delivered in connection with this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter, and each of Buyer and Seller, on its behalf and on behalf of its respective successors and assigns, shall look solely to Seller or Buyer, respectively, for any payment or performance by the other Party under this Agreement or any of the documents executed and delivered in connection with this Agreement, and Buyer and Seller waive any and all such personal liability. For purposes of this Section 14.1.3, no negative capital account and no contribution or payment obligation of any partner, member or other owner in Buyer or Seller will constitute an asset of Buyer or Seller, respectively. However, nothing in this Section 14.1.3 will waive or otherwise limit a Person’s liability that it would have had (in the absence of this Section 14.1.3) by reason of its intentional participation in a Fraudulent Seller Breach.

14.2 **Continuation of Obligations After Closing or Termination.** The obligation under this Agreement to comply with a Post-Closing Obligation or Post-Termination Obligation will continue during the applicable Continuation Period following the Closing or termination of this Agreement, respectively.

14.2.1     **“Post-Closing Obligations”** means those obligations under this Agreement that (A) arise upon the Closing, or (B) apply (or continue to apply) to a period after Closing, including the post-Closing proration obligations under Section 7 (Closing Deliveries), the indemnities in this Agreement, the release and other provisions of Section 10 (Disclaimer and Release), Section 12 (Press Releases), Section 13 (Anti-Terrorism Laws), or Section 14 (Miscellaneous).

14.2.2     **“Post-Termination Obligations”** means those obligations under this Agreement that (A) arise upon a termination of this Agreement, including (1) the obligations under Section 5.3.4 (Documents Upon Termination), (2) the obligation, if applicable, to pay the costs of Title Company under Section 6.3 (Termination), and (3) the obligations under Section 11 (Breach; Disposition of Deposit upon Termination) if this Agreement is terminated due to a breach, or (B) apply (or continue to apply) to a period after termination of this Agreement, including the obligations under Section 5.3 (Continuing Due Diligence Obligations), the disclaimers and other applicable provisions in Section 10 (Disclaimer and Release), Section 12 (Press Releases), Section 13 (Anti-Terrorism Laws) and Section 14 (Miscellaneous).

14.2.3     The “**Continuation Period**” for a Post-Closing Obligation or a Post-Termination Obligation means the Primary Continuation Period following the Closing or termination, as applicable, except that:

(A)        subject to clauses (C) and (D) below, the Continuation Period for the obligations under Section 12 (Press Releases) will continue beyond the Primary Continuation Period for an additional 12 months;

(B)        the Continuation Period for the obligations under Section 10 (Disclaimer and Release), Section 13 (Anti-Terrorism Laws), and this Section 14 (Miscellaneous) will be indefinite, to the fullest extent permitted by applicable Law;

(C)        the Continuation Period for any Post-Closing Obligation or Post Termination Obligation that is stated to continue beyond Closing or termination, respectively, for a specified period of time (including Section 5.3.4 (Documents upon Termination)) will be such specified period; and

(D)        the Continuation Period for any Post Closing Obligation or Post Termination Obligation that constitutes an indemnification obligation as to a particular Claim will continue six (6) months following the termination of this Agreement or Closing, as applicable.

14.3 **Survival of Liability.** Except as provided in this Section 14.3, any liability to a Party (“**Benefiting Party**”) for a breach by the other Party (“**Obligated Party**”) of this Agreement or of any certificate executed and delivered by a Party under this Agreement (including a breach of the representations and warranties, covenants, indemnities and all other provisions

thereof) will survive the Closing or termination of this Agreement (or, in the case of a breach of a Post-Closing Obligation or Post-Termination Obligation, the expiration of the applicable Continuation Period), as applicable, until the expiration of the applicable Survival Period (as defined below).

14.3.1 Termination of Liability. Upon the expiration of the applicable Survival Period for a Surviving (Closing) Liability or a Surviving (Termination) Liability or liability for a breach of a Post-Closing Obligation or Post-Termination Obligation, such liability will terminate, except that such liability will continue to survive if (A) before the expiration of the applicable Survival Period, the Benefiting Party gives the Obligated Party notice, identifying the applicable breach in reasonable detail, and (B) on or before the date that is 60 days after the last day of the applicable Survival Period, litigation has been filed by the Benefiting Party and service attempted in good faith on the Obligated Party.

14.3.2 Survival Period. “**Survival Period**” for a Surviving (Closing) Liability or a Surviving (Termination) Liability, or for liability for a breach of a Post-Closing Obligation or a Post Termination Obligation, means the Primary Survival Period following the Closing or termination (or, in the case of a breach of a Post-Closing Obligation or Post-Termination Obligation, the expiration of the applicable Continuation Period), as applicable, except as provided below in this Section 14.3.2.

14.3.2.1 Survival After Closing. If the Closing occurs, then (A) the Survival Period for a Surviving (Closing) Liability that is stated to survive the Closing for a specified period of time will be such specified period, (B) liability for a breach (a “**Title Breach**”) of a “**Title Obligation**” (i.e., either (1) any obligation in this Agreement (as opposed to the Deed) to convey the Land and Improvements, or (2) a representation and warranty regarding unsatisfied judgments against the Property) will not survive the Closing, all Title Obligations being merged into the Deed (i.e., there will be no liability under this Agreement for a Title Breach if the Closing occurs), but the Deed will not otherwise limit the rights and obligations of the Parties under this Agreement, and (C) the Survival Period for liability for a breach of a Post-Closing Obligation will be the period comprising the applicable Continuation Period together (if such Continuation Period expires) with an additional period (commencing immediately after such expiration) of the same duration as the Primary Survival Period (and if the applicable Continuation Period is indefinite, then the Survival Period will be indefinite to the fullest extent permitted by applicable Law).

14.3.2.2 Survival After Termination. If this Agreement terminates, then (A) the Survival Period for a Surviving (Termination) Liability that is stated to survive such termination for a specified period of time will be such specified period, (B) liability on account of any breach of this Agreement occurring prior to termination of this Agreement that is not a Surviving (Termination) Liability will not survive such termination (i.e., there will be no liability for such breach if this Agreement terminates), and (C) the Survival Period for liability on account of a breach of a Post-Termination Obligation will be the period comprising the applicable Continuation Period together (if such Continuation Period expires) with an additional period (commencing immediately after such expiration) of the same duration as the Primary Survival Period (and if the applicable Continuation Period is indefinite, then the Survival Period will be indefinite to the fullest extent permitted by applicable Law).

14.3.3 Definitions.

14.3.3.1 “**Surviving (Closing) Liability**” of a Party means liability for a breach (other than a breach as to which Section 14.4 (Knowledge) precludes recourse) by such Party of (A) this Agreement occurring prior to the Closing (excluding a Title Breach), or (B) a certificate executed and delivered by such Party under this Agreement.

14.3.3.2 “**Surviving (Termination) Liability**” of a Party means liability for a breach by such Party of a provision in this Agreement (occurring prior to the termination of this Agreement) that either (A) specifies that liability for a breach of such provision survives such termination, or (B) is part of Section 3.3 (Independent Consideration), Section 5.2 (Due Diligence Requirements), Section 5.3 (Continuing Due Diligence Obligations), Section 9.2 (Representations and Warranties of Buyer), Section 10 (Disclaimer and Release), Section 12 (Press Releases), Section 13 (Anti-Terrorism Laws) or Section 14 (Miscellaneous).

14.4 Knowledge.

14.4.1 Definition. When a representation and warranty, or other statement, is made under this Agreement or any Closing Document to the “**knowledge**” or “**actual knowledge**” of a Party (or other similar phrase), it means that none of the Designated Representatives of such Party has any actual knowledge of any facts indicating that such statement is not true. None of the Designated Representatives will have any liability under this Agreement.

14.4.2 Designated Representatives. Each Party represents and warrants to the other Party that each of its Designated Representatives is an individual affiliated with, or employed by, such Party or one of its Affiliates. Seller represents and warrants to Buyer that one of Seller’s Designated Representatives has been primarily and directly involved in the asset management or property management of the Property for a period of at least 12 months before the Effective Date. Buyer represents and warrants to Seller that one of Buyer’s Designated Representatives has been primarily and directly involved in the acquisition of the Property.

14.4.3 Knowledge as Defense. Seller will have no liability, and Buyer may make no Claim against Seller, for (and Buyer will be deemed to have waived any failure of any conditions hereunder by reason of) a failure of any condition in favor of Buyer, or breach of the representations and warranties of Seller under this Agreement (including for this purpose any matter that would have constituted a breach of Seller’s representations and warranties had they been made as of the Scheduled Closing Date) if (A) such failure of condition or breach is known to Buyer (1) as of the DD Disclosure Deadline (unless known to Seller as of the Effective Date), or (2) as of the Effective Date, or (B) such failure of condition or breach is known to Buyer prior to Closing and Buyer proceeds with the Closing. However, in no event will a Party’s proceeding with the Closing with knowledge of a breach by the other Party under this Agreement waive such breach if such breach is (a) a Fraudulent Seller Breach, (b) a breach of a covenant, or (c) a breach of the representations and warranties of Buyer under this Agreement or the Buyer Closing Certificate.

14.5 Successors and Assigns. Neither Party may assign or transfer its rights (or any right to damages arising from a breach), or delegate its obligations, under this Agreement,

either directly or indirectly (whether by outright transfer, transfer of ownership interests or otherwise) without the prior consent of the other Party, except that:

(A) the following transfers by or in Buyer will be permitted without the consent of Seller: an assignment by Buyer of all of its right, title, and interest in this Agreement on or before the Scheduled Closing Date to an Entity (a “**Buyer’s Assignee**”) that is controlled by Buyer so long as (a) Buyer gives Seller at least four Business Days’ advance notice thereof (including the name, entity type, and signature block of Buyer’s Assignee), and (b) Buyer and Buyer’s Assignee execute and deliver to Seller an assignment and assumption agreement in form and substance reasonably satisfactory to Seller, under which Buyer’s Assignee assumes in writing all of Buyer’s obligations and liabilities hereunder, whenever arising, whether before or after such assumption, but such assignment shall not release Buyer of its obligations pursuant to this Agreement;

(B) the following transfers by or in Seller will be permitted without the consent of Buyer: transfers of direct or indirect interests in Seller; and

(C) without the consent of the other Party, either Party may assign this Agreement to a third party intermediary facilitator in connection with a tax-free exchange (and the other Party shall cooperate with any such exchange but the other Party may not be required to take title to other property or incur more than *de minimis* expenses or liabilities and the Closing Date may not be delayed).

In the event of a transfer by Buyer or Seller of this Agreement, the transferor will not be released from its obligations arising before or after the assignment hereunder (and waives all suretyship or guarantor defenses that might otherwise apply). No consent given by a Party to any transfer or assignment of the other Party’s rights or obligations hereunder will be construed as a consent to any other transfer or assignment of such Party’s rights or obligations hereunder. No transfer or assignment in violation of the provisions hereof will be valid or enforceable. Subject to the foregoing, this Agreement and the terms and provisions hereof will inure to the benefit of and be binding upon the successors and assigns of the Parties.

**14.6 Notices.** Except as otherwise expressly provided in this Agreement, any notice, request, direction, demand, consent, waiver, approval, or other communication required (or otherwise contemplated to be given or that purports to affect the rights or obligations of a Party) under this Agreement by one Party to the other Party (each, a “**Notice**”) will not be effective unless it is in writing and complies with this Section 14.6. The purpose of this Section 14.6 is to ensure prompt and accurate communication. If circumstances change, then each Party shall consider, in good faith, requests by the other Party for reasonable modification of this Section 14.6 that would better accomplish the purpose of this Section 14.6.

**14.6.1 Addresses and Addressees.** Each Notice must be addressed and delivered (A) in the case of a hard copy Notice, to each of the Notice Addresses for the receiving Party (and a Notice in the form of a PDF attachment to an email must be addressed to each such Notice Address), and (B) in the case of an email (i.e., electronic mail), in accordance with Section 14.6.4 (Emails).

14.6.2 Method of Delivery. Each Notice must be delivered as follows: (A) personally by an independent third party; (B) by United States registered or certified mail, return receipt requested and postage prepaid; (C) by FedEx Express or other reputable courier service regularly providing evidence of delivery (with charges paid by the Party sending such Notice); (D) by email in accordance with Section 14.6.4 (Emails); or (E) if delivery by the alternative means described above is not reasonable at the time in question, by any other reasonable means under the circumstances.

14.6.3 Timing and Evidence of Delivery. A Notice will be deemed delivered at the time of actual receipt by each of the required recipients (whether accepted or refused) (A) as confirmed in writing by the person delivering such Notice if delivered personally, (B) as shown by the addressee's return receipt if delivered by registered or certified mail, (C) as confirmed in writing by the courier service if delivered by courier, (D) at the time it enters the email system (whether a cloud-based system such as Office 365 or Gmail or a local mail server, or any associated email filtering service provider, such as Mimecast) for each of the Designated Email Addresses of the receiving Party, regardless of any non-delivery message received in response, unless the email is rejected or quarantined by such email system and the sending Party or anyone affiliated with the sending Party is responsible for such rejection or quarantine (e.g., because the email is infected with a virus), and (E) otherwise, upon the date the sending Party proves receipt occurred. However, (1) if delivery of a Notice otherwise in accordance with this Section 14.6 occurs after 5:00 p.m. (Local Time where received) or on a non-Business Day, then such Notice will be deemed delivered on the first Business Day after the day of actual delivery, (2) if a Notice to be delivered by email pursuant to Section 14.6.4 (Emails) cannot be delivered because of a problem affecting the email system for one of the Designated Email Addresses of the receiving Party (including the failure to maintain a domain name included in any such Designated Email Address), then the deadline for receiving such Notice will be extended until the sooner to occur of actual delivery or the first Business Day after the sending Party has knowledge that such Notice was not delivered and that such problem has been fixed, and (3) if the sending Party receives immediate notification that an email Notice is rejected because the attachments to an email are too large (but not because the recipient's email box has insufficient capacity), then such email delivery will occur when an email with a link or other appropriate instructions (which give the receiving Party access to such attachments) is (or multiple emails with such attachments that do not generate such rejection message are) delivered in accordance with Section 14.6.4 (Emails).

14.6.4 Emails. A Notice delivered by email will be effective only if: (A) it comes from a Designated Email Address of the sending Party (although attachments may be sent through Biscom, Dropbox, or Fileshare or other reputable and commonly used secure file transfer service by way of a link or other appropriate instructions in such email) and must be addressed and delivered to all the Designated Email Addresses of the receiving Party; (B) unless delivery is made by PDF attachment to an email as described in clause (C) below, such email contains the following language in the subject line of the email message: "OFFICIAL NOTICE"; and (C) in the case of a notice of default, a DDP Continuation Notice, a DDP Termination Notice or other notice of termination, such Notice is delivered by PDF attachment to an email Notice (although the attachments to such Notice may be delivered through a secure file transfer service to the extent permitted under Section 14.6.1 (Addresses and Addressees)). However, the requirements of clauses (A) and (B) above will be waived as to any email Notice if the sending

Party proves the email Notice was timely received and read by a Designated Representative of the receiving Party.

14.6.5 Notice by Counsel. Counsel to a Party may provide a Notice on behalf of such Party that complies with this Section 14.6 (and without limiting the foregoing, an email Notice from such counsel must come from a Designated Email Address).

14.7 [Intentionally Omitted].

14.8 Provisions for Specific Performance of Agreement. To the extent permitted under applicable Law and subject to the provisions of this Section, Buyer may record a *lis pendens* against the Property in connection with any such permitted specific performance action to enforce Seller's obligation to transfer the Property in accordance with this Agreement provided such *lis pendens* is in accordance with Kentucky law, and if the recordation of a *lis pendens* requires the filing of a judicial action, such action will be permitted solely for the purpose of sustaining the *lis pendens*.

14.9 Legal Costs. If either Party brings any suit, action, or other proceeding, with respect to the subject matter or the enforcement of this Agreement, the prevailing Party (as determined by the court, agency or other authority before which such suit or proceeding is commenced), in addition to such other relief as may be awarded, will be entitled to recover reasonable attorneys' and experts' fees and court costs, and expenses of investigation actually incurred. The foregoing includes attorneys' and experts' fees, and expenses of investigation (including those incurred in appellate proceedings), and expenses incurred in establishing the right to Seller's indemnification, and all of the foregoing in any action or participation in, or in connection with, any case or proceeding under Chapter 7, 11 or 13 of the Bankruptcy Code (11 U.S.C. §§ 101 et seq.), or any successor statutes.

14.10 Recordation. Neither this Agreement nor any memorandum or notice of this Agreement may be recorded by any Party without the prior consent of the other Party hereto, except as provided in Section 14.8 (Provisions for Specific Performance of Agreement).

14.11 Governing Law; Submission to Jurisdiction.

14.11.1 Choice of Law. This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), will be governed by, and enforced in accordance with, the internal laws of the Subject State, including its statutes of limitations and repose (subject to the limitations herein contained), but without regard to any borrowing statute that would result in the application of the statute of limitations or repose of any other jurisdiction.

14.11.2 Choice of Venue. Each of Buyer and Seller irrevocably and unconditionally submits (and may not object) to the exclusive and mandatory jurisdiction of (1) the Subject State court in the Subject County, and (2) the United States District Court with jurisdiction in the Subject County for the purposes of any suit, action or other proceeding arising

out of this Agreement or any Contemplated Transactions and no Party may (1) plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum or (2) bring any action, suit or proceeding in connection with this Agreement in any other forum. However, this Section will not preclude the enforcement by Buyer or Seller of any judgment obtained in accordance with this Agreement or the taking by Buyer or Seller of any action to enforce the same in any other appropriate jurisdiction, and each of Buyer and Seller waives any right to collaterally attack any such judgment or action.

14.12 [Intentionally Omitted.]

14.13 Time of the Essence; Non-Business Days. Time is of the essence in the occurrence of all events, the satisfaction of all conditions, and the performance of all obligations hereunder. However, whenever action must be taken (including the giving of notice or the delivery of documents) under this Agreement during a certain period of time (or by a particular date) that ends (or occurs) on a non-Business Day, then such period (or date) will be extended until the immediately following Business Day. Unless expressly indicated otherwise, (A) all references to time in this Agreement will be deemed to refer to Local Time, and (B) all time periods provided for under this Agreement will expire at 5:00 p.m. on the last day of such period.

14.14 No Waiver. No waiver by a Party of any breach of this Agreement by the other Party will be deemed to be a waiver of any other breach by such other Party (whether preceding or succeeding and whether or not of the same or similar nature). The failure of a Party to insist in one or more instances upon strict performance of any provision, term or condition of this Agreement or to exercise any right that is contained herein or provided by law, whether intentional or unintentional, will not adversely affect that Party's right in the future to insist upon the strict performance of such provision, term or condition or to exercise any of its other legal rights under this Agreement. Such a failure to insist upon strict performance in one or more instances will not, under any circumstances, constitute a legally enforceable "course of performance" or "course of dealing" between the Parties. Closing will constitute a waiver of any condition to Closing, but (except as otherwise expressly provided in this Agreement) will not constitute a waiver of liability for a breach occurring prior to Closing.

14.15 Schedules; Exhibits; Entire Agreement; Modification. All schedules and exhibits attached and referred to in this Agreement are incorporated herein as if fully set forth in (and will be deemed to be a material part of) this Agreement. This Agreement contains the entire agreement between the Parties respecting the matters herein set forth and supersedes all prior agreements between the Parties hereto respecting such matters. No extrinsic evidence whatsoever may be introduced in any judicial, arbitral or other proceeding to interpret this Agreement. This Agreement may not be modified or amended except by written agreement signed and delivered by both Parties.

14.16 Interpretation.

14.16.1 Section Headings. Section headings may not be used in construing this Agreement or any Closing Document.

14.16.2 Rules of Construction. Each Party acknowledges that such Party and its counsel, after negotiation and consultation, have reviewed and revised this Agreement and the form of each Closing Document. As such, the terms of this Agreement and each Closing Document will be fairly construed and the usual rule of construction, to the effect that any ambiguities herein should be resolved against the drafting Party, may not be employed in the interpretation of this Agreement.

14.16.3 Words. Except as otherwise indicated: (A) as used in this Agreement, the words “**herein**,” “**hereof**,” “**hereunder**,” and “**hereby**” will be construed to mean “in this Agreement,” “of this Agreement,” “under this Agreement,” and “by this Agreement,” respectively, and references to “this Agreement” will include this Agreement and all amendments and supplements hereto; and (B) as used in this Agreement or any Closing Document: (1) the words “**including**,” “**include**” or “**includes**” will be interpreted in a non-exclusive manner without limiting the generality of the preceding subject matter; (2) “**good faith**” means “honesty in fact” as such phrase is used in the Uniform Commercial Code, as adopted in the Subject State as of the Effective Date; (3) the word “**shall**” is intended to indicate a command as though the words “is obligated to” or “are obligated to,” as applicable, were used instead; (4) “**commercially reasonable efforts**” will not include any obligation to institute or threaten legal proceedings, to declare or threaten to declare any person in default, to incur any liabilities, to expend any monies (other than customary telephone, printing, copying, delivery and similar expenses), or to cause any other person to do any of the foregoing; (5) the two words in each of the following pairs of words (whether used in the singular or the plural) will be deemed to have the same meanings, each of which will encompass any meaning attributable to either word: “approval” and “consent”; “breach” and “default”; “cost” and “expense”; and “true” and “correct”; and (6) all Schedule, Exhibit and Section references in this Agreement will be deemed to refer to the Schedules, Exhibits and Sections in this Agreement.

14.16.4 Gender and Number. Words of any gender used in this Agreement or any Closing Document will be construed to include any other gender unless the context requires otherwise. When a singular defined term is used in the plural or a plural defined term is used in the singular, it will have a corresponding meaning (e.g., if “Box” were a defined term, then “Boxes” would mean all of the same, collectively, and if “Boxes” were a defined term, then “Box” would mean any one of them, individually).

14.16.5 Consents. Except as otherwise expressly provided herein, any consent provided to be given by a Party under this Agreement or any Closing Document must be in writing to be effective and may be given or withheld in the sole and absolute discretion of such Party for any reason or no reason. If a consent may not be “unreasonably withheld” under this Agreement or any Closing Document, it will mean that it may not be “unreasonably withheld, conditioned or delayed.”

14.17 Third Parties. Except as provided in Sections 10 (Disclaimer and Release) and 14.1.3 (Exculpations of Certain Persons and Entities), nothing in this Agreement, whether expressed or implied, is intended to or will: (A) confer any rights or remedies under or by reason of this Agreement on any person other than the Parties hereto and their respective successors and assigns; (B) relieve or discharge the obligation or liability of any third persons to any Party; or (C) give any third parties any right of subrogation or action over or against any Party.

14.18 Further Assurances. Unless expressly stated otherwise herein, each Party shall, whenever and as often as it is reasonably requested so to do by the other, promptly cause to be executed, acknowledged or delivered any and all such further instruments and documents as may be necessary or proper to carry out the intent and purpose of this Agreement (but only if the same do not increase in any material respect the expenses, liabilities, or obligations of, such Party in a manner not otherwise provided for herein).

14.19 Severability. If any term or provision of this Agreement or the application thereof to any Person or circumstance will, to any extent, be invalid or 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 held invalid or unenforceable, will not be affected thereby, and each such term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by Laws.

14.20 Counterparts; Delivery. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or other electronic format attached to an email delivered in accordance with Section 14.6 (Notices) or any electronic signature process complying with the U.S. federal ESIGN Act of 2000) (or to the extent such statute has been modified or superseded by a statute in the Subject State, then such latter statute) delivered by any transmission method permitted under Section 14.6 (Notices), and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes. Electronic signatures will be deemed original signatures for purposes of this Agreement and all matters related thereto (including the Closing Documents other than the Deed), with such electronic signatures having the same legal effect as original signatures. Each Party waives any defenses based upon the absence of manually executed original counterparts of this Agreement (or the Closing Documents, other than the Deed).

14.21 Effectiveness. In no event will any draft of this Agreement (or any emails or other communications regarding the status of this Agreement short of delivery of executed counterparts) create any obligation or liability, it being understood that this Agreement will be effective and binding only when a counterpart hereof has been executed and delivered by each Party.

15. Exclusive Negotiations. Unless this Agreement has been terminated without the Property having been conveyed to Buyer: (A) Seller may not make, accept or solicit offers or enter into or continue negotiations with a third party related to the sale of the Property to such third party (or an Affiliate), and (B) without limitation on the generality of the foregoing, Seller may not enter into any letter of intent, term sheet, or contract with a third party for the sale of the Property.

16. Certain Defined Terms. As used herein:

16.1 “**Affiliate**” of a Person (as defined below) means any other Person that directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such first Person. “**Control**” of a Person means the possession, direct or indirect, of the power to decide, affirmatively (by direction) or negatively (by veto), the management and policies of such Person, whether through the ownership of voting interests, by

contract or otherwise, and will in any event include the ownership or power to vote fifty percent or more of the outstanding equity or voting interests of such Person. A requirement that one or more other parties agree to or approve a set of decisions (e.g., “major decisions”) does not deprive a Person of “control.”

16.2 **“Anti-Bribery, Anti-Money Laundering and Anti-Terrorism Laws”** means Laws relating to anti-corruption, anti-bribery, terrorism, counter terrorist financing, anti money laundering, drug trafficking or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Action of 2001, Public Law 107 56, as amended, Executive Order No. 13224 (Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism) (“Executive Order”), and the Anti-Money Laundering Act of 2020, as amended, any regulations promulgated under the foregoing Laws, any sanctions program administered by the U.S. Department of Treasury’s Office of Foreign Assets Control or Financial Crimes Enforcement Network, or any other Laws, regulations or executive orders designed to combat corruption, bribery, terrorism, drug-trafficking, money laundering, or terrorist financing.

16.3 **“Bankruptcy/Dissolution Event”** with respect to a Person means the commencement or occurrence of any of the following (whether voluntary or involuntary) with respect to such Person: (A) a case under Title 11 of the U.S. Code, as now constituted or hereafter amended, or under any other applicable federal or state bankruptcy law or other similar law; (B) the appointment of (or a proceeding to appoint) a trustee or receiver of any property interest; (C) an attachment, execution or other judicial seizure of (or a proceeding to attach, execute or seize) a substantial property interest; (D) an assignment, offer of settlement or composition to its creditors generally; (E) the taking of, failure to take, or submission to any action indicating (after reasonable investigation) an inability to meet its financial obligations as they accrue; or (F) insolvency, dissolution, division or liquidation.

16.4 **“Business Day”** means any day other than a Saturday, Sunday or federal or Subject State holiday on which banks or the recorder’s office (for land records) located in the Subject County are closed.

16.5 **“Buyer Conduct”** means acts of one or more Buyer Related Parties.

16.6 **“Claims”** means obligations, liabilities, claims (including first party and Third Party Claims, and including claims for damage to property or injury to or death of any persons), liens or encumbrances, losses, damages or expenses (including any judgment, award, settlement, fines, penalties, liens, and reasonable attorneys’ fees and other expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim, including appellate proceedings). **“Third Party Claim”** means a claim, action, arbitration, audit, hearing, proceeding, investigation, litigation, or suit (whether civil, criminal, administrative, investigative, or informal) made or commenced by any third party.

16.7 **“Closing Document”** means any certificate, instrument or other document executed by a Party or an Affiliate of a Party and delivered pursuant to this Agreement (including any Seller Tenant Certificate).

16.8 **“Constituent Person”** of a Person means (A) a Constituent Owner or Constituent Manager of such Person, or (B) a director, officer or employee of such Person or of any such Constituent Owner or Constituent Manager. **“Constituent Owner”** of a Person means an owner (whether as a member, partner, shareholder, beneficiary, or otherwise) of such Person or of any Entity having a direct or indirect interest in such Person. **“Constituent Manager”** of a Person means a limited liability company managing member, limited liability company manager, general partner, trustee or investment adviser of such Person or of any Entity with a direct or indirect interest in such Person.

16.9 **“Contemplated Sale”** means the sale of the Property by Seller to Buyer contemplated by this Agreement. **“Contemplated Transactions”** means the transactions contemplated by this Agreement, consisting principally of the Contemplated Sale.

16.10 **“DD Contractor”** means a surveyor, consultant, architect, engineer, appraiser, contractor, or other third party engaged by a Buyer Related Party to do sampling, testing or other work at or near the Property in connection with the Due Diligence Investigations.

16.11 **“Due Diligence Investigations”** means the reviews, inspections, examinations, interviews, and other investigations of the Buyer Related Parties occurring prior to the Closing or termination of this Agreement and pertaining to the Property, including leases and service contracts, and physical, operational, environmental and compliance matters and conditions respecting the Property.

16.12 **“Due Diligence Materials”** means all documents, materials, data, analyses, reports, studies and other information pertaining to or concerning Seller, the Property or Buyer’s proposed purchase of the Property, to the extent the same have been delivered to or made available for review by Buyer or any of its agents, employees or representatives prior to the DD Disclosure Deadline, including (A) all documents, materials, data, analyses, reports, studies and other information made available to Buyer or any of its agents, employees or representatives for review prior to the DD Disclosure Deadline electronically or through an online data website, and (B) all information disclosed in the Title Commitment or the Survey; but in all cases excluding the Excluded DD Materials, except to the extent any Excluded DD Materials are actually delivered or made available to Buyer or any of its agents, employees or representatives prior to the DD Disclosure Deadline.

16.13 **“Entity”** means a partnership (general, limited or limited liability), corporation, limited liability company, association, joint stock company, business trust, trust, joint venture, unincorporated organization, or other legal, commercial or nonprofit entity (including any Governmental Entity).

16.14 **“Escrow Period”** means the period from (and including) the Effective Date until the earlier of the Closing or termination of this Agreement.

16.15 **“Governmental Entity”** means any federal, state or local government, governmental, quasi-governmental, judicial, legislative, administrative or regulatory entity or authority, or any department, agency, instrumentality, commission, or political subdivision thereof or any court, tribunal, or judicial body.

16.16 “**Government List**” means any of (A) the two lists maintained by the United States Department of Commerce (Denied Persons and Entities), (B) the list maintained by the United States Department of Treasury (Specially Designated Nationals and Blocked Persons), (C) the two lists maintained by the United States Department of State (Terrorist Organizations and Debarred Parties), (D) the Foreign Sanctions Evaders List, and (E) the Sectoral Sanctions Identifications List.

16.17 “**Hazardous Material**” means any regulated substance, toxic substance, hazardous substance, hazardous waste, pollution, pollutant or contaminant, as defined or referred to in the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901 et seq.; the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. § 9601 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the federal underground storage tank law, Subtitle I of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901 et seq.; or analogous state or local environmental Laws; together with any regulations promulgated thereunder, and will further include radon, asbestos, polychlorinated biphenyls, urea formaldehyde and petroleum products and petroleum based derivatives. Where any Laws define any of these terms more broadly than another, the broader definition will apply. However, the term “Hazardous Material” will not include (A) motor oil and gasoline contained in vehicles located on or about the Land not used primarily for the transport of motor oil or gasoline, or (B) *de minimis* cleaning solvents, copy machine toner, typewriter correction fluid and other such similar general office supplies that are stored, used, held, and disposed of in compliance with all applicable environmental Laws.

16.18 “**Internal Revenue Code**” means the Internal Revenue Code of 1986, as amended from time to time, and any corresponding provisions of succeeding Laws and any regulations, rulings and guidance issued by the Internal Revenue Service.

16.19 “**Laws**” means any federal, state or local laws, statutes, ordinances, rules, resolutions, regulations, codes, advisories, executive orders or judicial judgments or orders, enacted, issued, adopted, promulgated, applied, or hereafter imposed by any Governmental Entity, including building, zoning and environmental protection.

16.20 “**Party**” means Seller or Buyer.

16.21 “**Person**” means an individual, estate, or Entity.

16.22 “**Related Party**” of a Person means such Person, its Affiliates and the Constituent Persons of such Person and of each such Affiliate and their respective real estate brokers, agents, attorneys, lenders, title companies, surveyors, consultants, architects, engineers, contractors, appraisers, representatives, advisors, and other Persons acting on behalf of such Person or at the request of such Person. A “**Seller Related Party**” means a Related Party of Seller and a “**Buyer Related Party**” means a Related Party of Buyer, and in addition, potential lenders and potential investors in connection with Buyer’s investment in the Property.

*[Purchase Agreement signature page attached]*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

**SELLER:**

**LEXINGTON OPPORTUNITY FUND, LLC,**  
a Kentucky limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BUYER:**

**LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LIST OF  
EXHIBITS AND SCHEDULES**

**SCHEDULES**

2.3.2	—	Excluded Personal Property
2.3.3	—	Service Contract Schedule
2.6	—	Scheduled Personal Property
5.2.3	—	Due Diligence Insurance Requirements
9.1.5	—	Litigation
9.1.6	—	Non-Compliance
10.3	—	Certain Property Disclosures

**EXHIBITS**

A	—	Legal Description of Land
C	—	Form of Deed
D	—	Form of Bill of Sale, Assignment and Assumption
E	—	Form of Seller Closing Certificate
F	—	Form of Certificate of Non-Foreign Status
I	—	Form of Buyer Closing Certificate

**SCHEDULE 2.3.2**

**EXCLUDED PERSONAL PROPERTY**

**Excluded Tangible Personal Property**

**SCHEDULE 2.3.3**  
**SERVICE CONTRACT SCHEDULE**

**SCHEDULE 2.6**

**SCHEDULED PERSONAL PROPERTY**

**Scheduled Tangible Personal Property**

**Scheduled Intangible Personal Property**

**SCHEDULE 5.2.3**

**DUE DILIGENCE INSURANCE REQUIREMENTS**

**SCHEDULE 9.1.5**

**LITIGATION**

**[*To be inserted*]**

[If none, so state]

**SCHEDULE 9.1.6**

**NON-COMPLIANCE**

***[To be inserted]***

[If none, so state]

**SCHEDULE 10.3**

**CERTAIN PROPERTY DISCLOSURES**

**[*To be inserted*]**

[If none, so state]

**EXHIBIT A**

**LEGAL DESCRIPTION OF LAND**

**[*To be inserted*]**

**EXHIBIT C**

**[FORM OF]**  
**DEED**

**[*To be inserted*]**

## **EXHIBIT D**

### **[FORM OF] BILL OF SALE, ASSIGNMENT AND ASSUMPTION**

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION (this “Assignment”) is dated as of \_\_\_\_\_, 20\_\_\_\_, and is between [FULL SELLER NAME], \_\_\_\_\_ (“Seller”), and [FULL BUYER NAME], \_\_\_\_\_ (“Buyer”), who agree as follows:

1. **Purchase Agreement.** This Assignment is given pursuant to that certain agreement (“Purchase Agreement”) captioned “PURCHASE AGREEMENT ([Property Name]; [Property City/County], [Property State]),” dated as of [\*\*Date of Purchase Agreement\*\*], between Seller and [\*\*NTD: Buyer / \_\_\_\_\_, a \_\_\_\_\_ (the “Original Buyer”)\*\*], providing for the sale of the “Property” (as defined below). As used herein, the “Intangible Property,” “Personal Property,” “Property,” and “Service Contracts” will have the respective meanings set forth for the same in the Purchase Agreement.

2. **Assignment.** Seller hereby sells, transfers, assigns and conveys to Buyer all right, title and interest of Seller in and to the following:

- (A) the Personal Property;
- (B) the Service Contracts identified on Schedule A; and
- (C) any other Intangible Property.

EXCEPT AS MAY BE EXPRESSLY PROVIDED IN THE PURCHASE AGREEMENT, SUCH PROPERTY IS CONVEYED “AS IS” WITHOUT WARRANTY OR REPRESENTATION. The covenants, agreements, and limitations (including, without limitation, the limitations provided in Sections 10, 14.1, and 14.4 of the Purchase Agreement) provided in the Purchase Agreement with respect to the property conveyed hereunder are incorporated herein by this reference as if herein set out in full.

3. **Acceptance and Assumption.** Buyer accepts the foregoing assignment and agrees to assume and discharge, in accordance with the terms thereof, (A) all of the obligations of Seller under the Service Contracts, to the extent the same accrue on or after the date hereof, and (B) the obligation to pay all unpaid payments that are credited to Buyer under the proration provisions of the Purchase Agreement.

4. **Successors and Assigns.** This Assignment will inure to the benefit of and will be binding upon Seller and Buyer, and their respective successors and assigns. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature process complying with the U.S. federal ESIGN Act of 2000) or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes. Electronic

signatures will be deemed original signatures for purposes of this Assignment and all matters related thereto, with such electronic signatures having the same legal effect as original signatures.

DATED: As of \_\_\_\_\_, 20\_\_\_\_

**SELLER:**

[\*\*Seller Signature Block\*\*]

**BUYER:**

[\*\*Buyer Signature Block\*\*]

**SCHEDULE A**

**Service Contracts**

**EXHIBIT E**

**[FORM OF]  
SELLER CLOSING CERTIFICATE**

THIS SELLER CLOSING CERTIFICATE (this “**Closing Certificate**”) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by [\*\*FULL SELLER NAME\*\*], [\*\*Seller Entity Type and Jurisdiction of Formation\*\*] (“**Seller**”), to [\*\*FULL BUYER NAME\*\*], [\*\*Buyer Entity Type and Jurisdiction of Formation\*\*] (“**Buyer**”).

**R E C I T A L S:**

A. Pursuant to that certain agreement captioned “PURCHASE AGREEMENT,” dated as of [\*\*Date of Purchase Agreement\*\*] between Seller and [\*\*NTD: Buyer / \_\_\_\_\_, a \_\_\_\_\_ (the “**Original Buyer**”)\*\*] (as amended, the “**Purchase Agreement**”), Seller has agreed to sell to Buyer certain real property located in the City of [\*\*Property City\*\*], State of [\*\*Property State\*\*].

B. The Purchase Agreement requires the delivery of this Closing Certificate.

NOW, THEREFORE, pursuant to the Purchase Agreement, Seller represents and warrants to Buyer that, except as specifically set forth in Schedule A attached hereto, each of the representations and warranties of Seller contained in the Purchase Agreement is true and correct, in all material respects, as of the date hereof as if made on and as of the date hereof.

This Certificate is subject to the terms and conditions of the Purchase Agreement (including the limitations set forth in Sections 9.3, 14.1, 14.3 and 14.4).

IN WITNESS WHEREOF, the undersigned has executed this Closing Certificate as of the day and year first above written.

**SELLER:**

[\*\*Seller Signature Block\*\*]

Schedule A

EXCEPTIONS TO SELLER'S REPRESENTATIONS AND WARRANTIES

[**\*\*NTD:** *Add exceptions at Closing, including attaching updated Exhibits and Schedules, as needed.\*\**]

**EXHIBIT F**

**[FORM OF] CERTIFICATE OF NON-FOREIGN STATUS**

Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U. S. real property interest must withhold tax if the transferor (seller) is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee (buyer) that withholding of tax is not required upon the disposition of a U.S. real property interest in that certain property located at \_\_\_\_\_, \_\_\_\_\_ ("Property") by [\*\*FULL SELLER NAME\*\*], [\*\*Seller Entity Type and Jurisdiction of Formation\*\*]<sup>1</sup> ("Transferor"), Transferor certifies the following:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).

2. Transferor's U.S. employer identification number is [\*\*SELLER FEDERAL ID NUMBER\*\*].\*

3. Transferor's office address is:

c/o [\*\*Seller's Address\*\*]

4. Transferor is not a disregarded entity as defined in Section 1.1445 2(b)(2)(iii) of the Income Tax Regulations.

5. Transferor understands that this certification may be disclosed to the Internal Revenue Service by the transferee (buyer) and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, Transferor declares that it has examined this certification and to the best of its knowledge and belief it is true, correct and complete, and further declares that it has the authority to sign this document.

Executed as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_.

**TRANSFEROR:**

[\*\*Signature Block\*\*]

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<sup>1</sup> If Seller is disregarded for federal income tax purposes, then Transferor should be parent taxpayer and signature block should be modified accordingly.

**EXHIBIT I**

**[FORM OF] BUYER CLOSING CERTIFICATE**

THIS BUYER CLOSING CERTIFICATE (this “**Closing Certificate**”) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, a \_\_\_\_\_ (“**Buyer**”), to [\*\*FULL SELLER NAME\*\*], [\*\*Seller Entity Type and Jurisdiction of Formation\*\*] (“**Seller**”).

**RECITALS:**

A. Pursuant to that certain agreement captioned “PURCHASE AGREEMENT,” dated as of [\*\*Date of Purchase Agreement\*\*] between Seller and [\*\*NTD: Buyer / \_\_\_\_\_, a \_\_\_\_\_ (the “**Original Buyer**”)\*\*] (as amended, the “**Purchase Agreement**”), Seller has agreed to sell to Buyer certain improved real property located in the City of [\*\*Property City\*\*], State of [\*\*Property State\*\*]. Except as otherwise indicated, each capitalized term used herein will have the meaning set forth for the same in the Purchase Agreement.

B. The Purchase Agreement requires the delivery of this Closing Certificate.

NOW, THEREFORE, pursuant to the Purchase Agreement, Buyer agrees as follows:

1. Except as specifically set forth in Schedule A attached, Buyer represents and warrants to Seller that each of the representations and warranties of Buyer contained in Section 9.2 of the Purchase Agreement is true and correct, in all material respects, as of the date hereof as if made on and as of the date hereof.

2. Buyer acknowledges that:

(a) Except for the representations and warranties of Seller set forth in the Purchase Agreement and the Closing Documents, as updated and qualified by the Seller Closing Certificate, Buyer has not relied and is not relying upon any representations or warranties by any Seller Related Party, of any kind or character whatsoever, whether express or implied, oral or written, of, as to, concerning or with respect to Seller, the Property or any other matter whatsoever in connection with the Purchase Agreement or the Closing Documents.

(b) Seller advised Buyer to retain an attorney to review the Purchase Agreement, all related writings and closing documents, and all due diligence matters accessible to Buyer; and Buyer and its attorneys have had the opportunity to review all such matters.

3. Buyer reaffirms and confirms the provisions of Section 10 of the Purchase Agreement (and, without limitation, releases and waives the matters set forth in Section 10.2 of the Purchase Agreement subject to Section 10.4) as of the date hereof and the provisions thereof are incorporated herein as if set forth in full herein.

IN WITNESS WHEREOF, the undersigned has executed this Closing Certificate as of the day and year first above written.

[\*\*Buyer Signature Block\*\*]

Schedule A

EXCEPTIONS TO BUYER'S REPRESENTATIONS AND WARRANTIES

[Add exceptions at Closing, if any]

[If none, so state]

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