

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (the "Agreement") is made and entered into as of the ____ day of September, 2019 (the "Effective Date"), by and between LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government organized pursuant to Chapter 67A of the Kentucky Revised Statutes, whose address is 200 East Main Street, Lexington, Kentucky 40507 ("Seller"), and A GREAT AMERICAN BRAND REAL ESTATE, LLC, a Kentucky limited liability company, whose address is 1648 McGrathiana Parkway, Suite 380, Lexington, Kentucky 40511 ("Buyer").

RECITALS AND DEFINITIONS

A. Seller is the owner of certain real property located at 1551 McGrathiana Parkway in the city of Lexington, Fayette County ("Local Government"), Commonwealth of Kentucky ("State"), a portion of which real property is described on Exhibit A attached hereto and made a part and which lot contains approximately 3 acres.

B. In addition to the terms defined elsewhere in this Agreement, for purposes of this Agreement the terms set forth below shall have the following meanings:

(1) "Authorities" means the various governmental and quasi-governmental bodies and agencies having jurisdiction over the Property including, without limitation, the Local Government and the State.

(2) "Closing" means the event where Buyer delivers the Purchase Price less credits. Seller sells and conveys the Property to Buyer, and a title company selected by Buyer issues an owner's policy of title insurance to Buyer insuring Buyer as owner of the Property, all in accordance with this Agreement.

(3) "Closing Date" means the date on which the Closing occurs, which date shall be no later than January 15, 2020 unless both parties agree to a later date.

(4) "Governmental Regulations" means any federal, state, and/or local laws, ordinances, rules, requirements, resolutions, policy statements and regulations (including, without limitation, those relating to land use, subdivision, planning, zoning, environmental, toxic or hazardous waste, occupational health and safety, water, earthquake hazard reduction, and building and fire codes of the Authorities bearing on the construction, maintenance, use, operation or sale of the Property.

(5) "Special Warranty Deed" means a special warranty deed in a form reasonably acceptable to Buyer.

(6) "Property" means that portion of certain real property situated at 1551 McGrathiana Parkway in the city of Lexington, Fayette County, Commonwealth of Kentucky, which real property is described on Exhibit A attached hereto and made a part

and which lot contains approximately 3 acres, together with any and all improvements situated on such real property, and including all rights of the Seller in, under or appurtenant to such real property, together with all right, title and interest of the Seller in and to all rights, privileges, easements, and appurtenances benefiting such real property including, without limitation, all development rights, access easements and other access rights, other easements, and rights-of-way, storm water discharge rights, drainage rights, and all other interests and rights owned by Seller and related to such real property. The legal description of the Property to be utilized in the Special Warranty Deed shall be subject to Buyer's review and approval in its discretion, and upon Buyer's approval of the legal description of the Property.

(7) "Proposed Use" means an office building for the location of Buyer's corporate officers and employees and business and other related operations.

C. Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, the Property.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree that the terms and conditions of this Agreement and the instructions to Escrow Holder with regard to the Escrow created pursuant hereto are as follows:

1. Purchase and Sale. Seller agrees to sell to Buyer, and Buyer agrees to purchase the Property upon and subject to the terms and conditions set forth in this Agreement.

2. Purchase Price. The Purchase Price ("Purchase Price") for the Property shall be Five Hundred Eighty-five Thousand Dollars (\$585,000.00).

3. Due Diligence Period. During the Due Diligence Period (hereinafter defined), the Buyer will determine whether the Property is suitable, in Buyer's sole and absolute discretion, for Buyer's Proposed Use and development of the Property, including but not limited to: (a) satisfactory access, electrical, telephone, water, gas, and sanitary sewer utilities located at the boundary or upon and servicing the Property; (b) satisfactory environmental condition of the Property; (c) satisfactory zoning of the Property for Buyer's Proposed Use; (d) there being no covenants or restrictions affecting the Property which would interfere with the Proposed Use; (e) ability of the Seller to convey marketable title to the Property free and clear of any liens and encumbrances; (f) an acceptable survey of the Property and the granting of any subdivision approvals by the Authorities in order to create a separate lot of the Property containing 3 acres; (g) satisfactory soil and subsurface conditions for the Proposed Use; and, (h) satisfactory site analysis for the Proposed Use. The "Due Diligence Period" means the period of time commencing upon the Effective Date and ending one hundred twenty (120) days thereafter, as same may be extended upon written agreement of Buyer and Seller. At any time during the Due Diligence Period, as same may be extended, Buyer shall have the right to terminate this Agreement for any reason or for no reason upon delivery of written notice to Seller, and upon such termination by Buyer, neither party shall have any further rights or obligations hereunder

except for any provisions hereof which are expressly stated to survive the termination of this Agreement. The Due Diligence Period may be reduced or terminated by Buyer by delivering to Seller the Buyer's Approval Notice, as such term is hereafter defined.

4. Deposit Payment of Purchase Price. The Purchase Price shall be payable as follows:

(a) Deposit. Buyer has deposited the sum of Fifty-eight Thousand Five Hundred Dollars (\$58,500.00) (such amount, the "Deposit") with Lexington-Fayette Urban County Industrial Authority (the "Escrow Holder") to be held in escrow in accordance with the terms and conditions of this Agreement. The Deposit shall be deposited by Escrow Holder in a non-interest bearing bank account. The Deposit shall be applied and credited toward the Purchase Price at Closing should the Closing occur. The Deposit shall be refunded to Buyer if Buyer terminates this Agreement prior to the expiration of the Due Diligence Period. If Buyer does not terminate this Agreement prior to the expiration of the Due Diligence Period, then the Deposit shall be nonrefundable to Buyer, except in the following events: (i) Seller is in breach of or default of any of its representations, warranties, covenants, or agreements set forth in this Agreement and as a result Buyer does not acquire the Property; (ii) any Hazardous Substances or Waste (hereinafter defined) exists on the Property which has not been approved by Buyer in accordance with Section 6(c) below, unless a mutually agreeable instrument has been executed by the parties providing for Seller to remediate any such Hazardous Substances or Waste prior to Closing at Seller's sole expense; (iii) satisfactory electrical, telephone, water, gas, and sanitary sewer utilities are not located upon or do not otherwise service the Property, as determined by the Buyer in its reasonable business judgment; (iv) Seller cannot or will not convey good and marketable title to the Buyer at the Closing subject only to such exceptions which are approved by Buyer as contemplated by Section 6(a) below; (v) after Buyer's delivery of any Approval Notice; any contingency set forth in Section 6 which is to be satisfied at or prior to the Closing or on or before the Closing Date is not satisfied or waived, and as a result the Buyer does not acquire the Property; or (vi) the occurrence, after the end of the Due Diligence Period, of any other event set forth in this Agreement upon which the Deposit is to be refunded to Buyer (including, without limitation, any event contemplated by Section 16 below). If Buyer does not close on the purchase of the Property from Seller upon the occurrence of any of the events set forth in the preceding sentence, the Deposit shall be refunded to Buyer.

(b) Cash Balance. The balance of the Purchase Price shall be payable in cash or wire transfer of good funds at the Closing, plus any closing expenses payable by Buyer hereunder, plus or minus Buyer's share of prorations which shall be applied and credited toward payment of the balance of the Purchase Price, as set forth in the Settlement Statement.

5. Condition of Title at Closing. At the Closing, Seller shall convey fee simple title to the Property to Buyer by Special Warranty Deed, subject only to the following matters: (a) real property taxes and assessments for the year of the Closing not then delinquent; (b) matters of title respecting the Property approved by Buyer in accordance with Section 6(a) below; and (c)

matters affecting the condition of title to the Property created by or with the written consent of Buyer.

6. Conditions Precedent to Buyer's Obligations. Buyer's obligations to complete the Closing contemplated by this Agreement are subject to the satisfaction of the following conditions for Buyer's benefit, and the obligations of the parties with respect to such conditions are as follows:

(a) Title. On or before the expiration of the Due Diligence Period, Buyer in its sole and absolute discretion, shall have approved any matters of title as disclosed by a standard Commitment for Title Insurance with respect to the Property, dated on or after the date of this Agreement and issued by the title company selected by Buyer in its sole discretion, along with any endorsements Buyer requires. Provided, however, that it is agreed and understood that Buyer objects to all mortgages and other liens evidencing monetary encumbrances (except for liens for non-delinquent property taxes and non-delinquent assessments) such as mechanics liens and Seller agrees to cause all such liens to be eliminated at Seller's sole cost at or prior to the Closing Date. It is also agreed and understood that Buyer objects to all leases, subleases, and licenses which would give a third party the right to possess the Property or any portion thereof from and after the Closing. Seller shall have terminated any lease currently in effect with respect to the Property or any portion thereof and Seller shall have caused any existing tenant to fully vacate the Property within thirty (30) days of delivery of Buyer's Approval Notice. Seller shall deliver such affidavits and indemnities to the title company as required to issue a policy of owner's title insurance to Buyer and to remove standard title insurance exceptions for mechanics' and similar liens, the so-called "gap", and parties in possession.

(b) Delivery, Review, and Approval of Documents and Materials. Within five (5) business days of the Effective Date, Seller, at Seller's expense, shall deliver to Buyer, for Buyer's review and approval any of the documents and materials respecting the Property set forth below in this Section 6(b) which are in the possession of Seller (the "Documentation"). Buyer shall have until the expiration of the Due Diligence Period to review and approve, in its sole and absolute discretion, the Documentation delivered by Seller to Buyer. The Documentation shall include all documents and materials in the possession of Seller that would be material to Buyer's decision to purchase the Property, including without limitation any of the following which are in the possession of Seller:

(i) Copies of any title insurance policy, title insurance commitment or title opinion covering the Property.

(ii) Copies of any existing survey or plat of the Property.

(iii) Copies of reports of any property inspections, engineering studies, soil or geological studies, and/or environmental assessments conducted with respect to the Property, provided that Seller makes no representation or warranty concerning the accuracies of any such studies or assessments.

(iv) Copies of any confirmation of the zoning ordinance/classification pertaining to the Property and whether the Property is in a flood zone.

(v) Copies of any licenses, permits, certificates of occupancy, etc. issued with respect to the Property and/or the use thereof.

(vi) To the extent known to Seller, a statement of any present and/or pending claims, actions, suits, legal proceedings, arbitrations or other legal or administrative proceedings ("Claims") relating to the Property; and any past Claims which occurred or were initiated during the past five (5) years.

(vii) Copies of architectural or engineering plans or drawings of any improvements on the Property.

(vii) Copies of any agreements with third parties which would remain in effect after Closing.

(ix) Copies of any easements affecting the Property and all other pertinent documents, records, material, information, and data in Seller's possession regarding the Property.

(c) Inspections and Studies. On or before the expiration of the Due Diligence Period, Buyer shall have approved, in its sole and absolute discretion, the results of any and all inspections, investigations, tests and studies with respect to the Property as Buyer may elect to make or obtain at Buyer's expense (including, without limitation, environmental site assessments, architectural and engineering tests and inspections concerning the condition of any improvements constructed on the Property, investigations with regard to Governmental Regulations and entitlements, the availability of all necessary permits and licenses, the availability of adequate utilities, the ability to erect signage which Buyer wishes to erect and maintain on the Property after the Closing, use, and soils, seismic and geological reports) (the "Results"). Without limiting foregoing or Buyer's right to terminate this Agreement during the Due Diligence Period, Seller and Buyer specifically agree that, to the extent that any environmental site assessment conducted by Buyer reveals Hazardous Substances present on, under, or about the Property, then either party may terminate this Agreement unless Seller shall have remediated such Hazardous Substances or contamination to the satisfaction of Buyer and at the sole expense of Seller.

(d) Permits, Approvals, and Additional Entitlements. On or before the expiration of the Due Diligence Period, Buyer shall have obtained the following, all of which shall be upon terms and conditions acceptable to Buyer in its sole discretion: any approvals, licenses, consents, easements, rights of way, certificates, authorizations, and rights required from private parties or Authorities which Buyer determines to be necessary, in its sole discretion, for the construction of the aforementioned improvements and the operation of the Proposed Use upon the Property which are necessary and possible to obtain prior to the Closing (the "Approvals and Entitlements")

(e) Survey; Re-platting of Property. Prior to the Closing, if required, the Property shall have been re-platted, at Seller's expense, so that the Property shall consist of a single separate lot with access to and from public highways by means acceptable to the Buyer (as depicted in Exhibit A) and is lawfully separated from any remaining property of Seller and made into a single building lot of record in accordance with applicable Governmental Regulations. Seller shall be responsible for paying the expense of any survey which must be performed with respect to the Property in order for the Property to be re-platted, if required, as contemplated herein. Seller agrees to sign such plats and other documents and otherwise cooperate with Buyer as is reasonably necessary to ensure that the Property is re-platted in accordance with applicable Governmental Regulations. The legal description to be utilized in the Special Warranty Deed shall be subject to Buyer's approval.

(f) Moratorium. At the Closing Date, there shall be no reassessment, reclassification, or other statute, law, judicial or administrative decision, proceeding, ordinance or regulation (including amendments and modifications of any of the foregoing) pending or proposed to be imposed by the Authorities or any public or private utility having jurisdiction over the Property which would adversely affect, in Buyer's reasonable judgment, the acquisition, development, or use of the Property for the Proposed Use.

(g) Representations, Warranties and Covenants of Seller. Seller shall have duly performed each and every agreement to be performed by Seller hereunder including delivery of all items to be delivered by Seller hereunder, and Seller's representations, warranties and covenants set forth in Section 14 shall be true and correct as of the Closing Date.

(h) No Material Changes. There shall have been no material adverse changes in the physical condition of the Property as determined in Buyer's reasonable business judgment.

(i) Design Guideline Agreement. A written agreement shall have been executed between the University of Kentucky and the Buyer agreeing to apply the "Design Guidelines" as currently drafted to construction on the Property.

(j) Agreement as to Signage and Parking. A written agreement shall have been executed between the Seller and the Buyer granting the Buyer the right, subject to applicable ordinances and approval processes, to install a monument sign and the right to affix signage to the building identifying the property as the corporate offices of A&W Restaurants, Inc. and permitting Buyer to have no more than one parking space per 400 square feet of usable building space for the total parking required for the subject lot.

The conditions set forth in this Section 6 are solely for the benefit of Buyer and may be waived only by Buyer. Buyer shall at all times have the right to waive any condition, provided that any such waiver or waivers shall be in writing. All approvals given by Buyer under this

Section 6 shall be in writing. Neither Seller nor Buyer shall act for the purpose of permitting or causing any condition to fail (except to the extent Buyer, in its own discretion, exercises its right to disapprove any such items or matters in Buyer's discretion). If Buyer wishes to proceed to Closing, subject to any contingencies above which are to be satisfied on or before the Closing or the Closing Date, because Buyer is satisfied with the Documentation and the Results, and has obtained all Approvals and Entitlements, then Buyer shall give Seller written notice thereof ("Buyer's Approval Notice") prior to the expiration of the Due Diligence Period. Buyer's delivery of a Buyer's Approval Notice shall not be deemed to constitute an acknowledgement of the satisfaction of any contingency set forth above which is to be satisfied on or before the Closing, as any such contingencies set forth above shall continue to be in full force and effect notwithstanding Buyer's delivery of a Buyer's Approval Notice. If Buyer fails, for any or no reason, to deliver Buyer's Approval Notice to Seller waiving its termination rights on or before the expiration of the Due Diligence Period, then Buyer shall be deemed to have terminated this Agreement and Escrow Holder shall disburse the Deposit pursuant to the provisions with Section 4(a) above, and this Agreement and the Escrow shall terminate.

7. Conditions Precedent to Seller's Obligations. The Closing and Seller's obligations with respect to the transaction contemplated by this Agreement are subject to Buyer's performance of all of its obligations hereunder including delivery of the Purchase Price as specified herein.

8. Failure of Conditions to Closing. In the event any of the conditions set forth in Section 6 or Section 7 are not timely satisfied or waived for a reason other than the default of Buyer or Seller under this Agreement:

- (a) Subject to the provisions hereof which expressly survive any termination of this Agreement, this Agreement, the escrow of the Deposit, and the rights and obligations of Buyer and Seller shall terminate, except as otherwise provided herein; provided, however, no such termination shall occur until Buyer has had the opportunity to waive any condition for Buyer's benefit within two (2) business days after receipt of written notice from Seller;
- (b) Escrow Holder is hereby instructed to disburse the Deposit pursuant to the provisions of Section 4(a) above.

9. Closing. If the Buyer delivers a Buyer's Approval Notice to Seller, then the Closing shall occur within thirty (30) days of the date Buyer delivers the Buyer's Approval Notice to Seller. The Closing shall take place at a time and place mutually convenient to the parties.

10. Closing Deliveries.

- (a) By Seller. At or prior to the Closing, Seller shall deliver to the settlement agent and Buyer the following duly executed instruments and documents, the delivery of which shall be a condition to the Closing:

(i) Special Warranty Deed. The Special Warranty Deed, duly executed and acknowledged in recordable form by Seller, conveying the Property to Buyer subject only to any Approved Title Conditions.

(ii) Seller's Tax Certificate. If applicable, a certificate of non-foreign status duly executed by Seller.

(iii) Other Documents. A Seller's affidavit and indemnity, any other documents and instruments contemplated hereby, and any other document which is reasonably requested by Buyer or the settlement agent to consummate the transactions contemplated hereby and to cause the title company in order to issue a title insurance policy to Buyer with no exceptions for mechanics liens, the so called "gap", or parties in possession. Without limiting the generality of the foregoing, Seller agrees to deliver to the settlement agent and any title insurance company any appropriate organizational or entity documents evidencing that the Seller's consummation of the transactions contemplated by this Agreement and the Seller's execution and delivery of the Special Warranty Deed and other closing documents has been properly authorized, so as to satisfy any requirements of the title insurance company issuing the title commitment to issue a final title insurance policy to Buyer upon the Closing.

(iv) Agreement as to Signage and Parking. A written agreement granting the Buyer the right, subject to applicable ordinances and approval processes, to install a monument sign and the right to affix signage to the building identifying the property as the corporate offices of A&W Restaurants, Inc. and permitting Buyer to have no more than one parking space per 400 square feet of usable building space for the total parking required for the subject lot.

(b) By Buyer. At or prior to the Closing, Buyer shall deliver to the settlement agent the following instruments and documents, the delivery of each of which shall be a condition to the Closing:

(i) Certificate of Consideration in Special Warranty Deed. The certificate of consideration set forth in the Special Warranty Deed, duly executed and acknowledged in recordable form.

(ii) Purchase Price. The balance of the Purchase Price, less the Deposit and other agreed-upon credits per the Closing Statement.

(iii) Other Documents. Any other document which is reasonably requested by the settlement agent to consummate the transactions contemplated hereby and to cause the title company in order to issue a title insurance policy to Buyer.

(c) Joint Deliveries. Buyer and Seller shall jointly deliver a settlement statement.

11. Deliveries to Buyer upon Closing. Seller hereby covenants and agrees to deliver to Buyer, on the Closing Date, exclusive possession of the Property and the following items, the delivery of which shall also be a condition to the Closing: (a) duplicates or copies of any records and plans with respect to the Property; and (b) duplicates or copies of all certificates, permits, licenses, and other documentation regarding Additional Entitlements.

12. Costs and Expenses. Seller shall pay the following expenses: (a) deed preparation fee; (b) Seller's share of prorations; (c) transfer and/or deed tax imposed by reason of the transfer of the Property to Buyer; and (d) title clearance expenses (including without limitation mortgage or lien payoffs and the recording fee for releases of such mortgages or other liens). Seller shall also pay all legal and professional fees and fees of other consultants incurred by Seller with respect to this transaction. Buyer shall pay the following expenses: (a) title examination and any title insurance commitment fee; (b) recording charges for the Deed; (c) title insurance policy premium; (d) Buyer's share of prorations; and (e) any closing fee charged by the settlement agent at the Closing. Buyer shall also pay all legal and professional fees and fees of other consultants incurred by Buyer with respect to this transaction.

13. Proration of Real Estate Taxes and Other Expenses. Buyer shall not be responsible for any expenses relating to the Property and the operation thereof, including without limitation property taxes, assessments, and utilities, arising prior to the date of the Closing. All property taxes and assessments relating to the Property shall be prorated as of the Closing Date in accordance with the customary proration method in the County. Any delinquent taxes on the Property shall be paid at the Closing from funds accruing to Seller. All assessments which are certified or become a lien against the Property prior to the Closing, including all installments of those assessments which shall become due through the Closing, shall be paid at the Closing from funds accruing to Seller.

14. Seller's Representations, Warranties and Covenants. Seller hereby makes the following representations, warranties and covenants to Buyer:

(a) Title Matters. Seller owns good, indefeasible and insurable title to the Property subject only to such easements, covenants, and restrictions which are of record and which Buyer may hereafter approve in its sole discretion and any mortgage to be released at or prior to the Closing, and Seller agrees to convey title to the Property by Special Warranty Deed as provided herein. No improvements constructed or situated on the Property (if any) encroach upon adjacent parcels of property. Without limiting the generality of the foregoing or any other provision of this Agreement, as of the Closing, the Property will not be subject to any mortgages or other liens of any kind or nature (excepting a lien for property taxes not yet due and payable for the year in which the Closing occurs) or any leases or to the claims of any tenants or other parties in possession. Seller shall fully terminate the lease of any tenant presently occupying the Property or any portion thereof and cause such tenant to vacate the Property prior to the Closing. No person, firm or entity, has any contractual or other right to acquire the Property or any portion thereof; and there is no agreement or contract of any kind or nature affecting the Property or the operation thereof which will survive Closing. Without

limiting the generality of the preceding sentence, Seller has not agreed to sell or lease the Property or any portion thereof to any third party, to grant an option to purchase or lease the Property or any portion thereof to any third party, or to grant a right of first refusal or right of first offer with respect to the Property or any portion thereof to any third party.

(b) Organization; Authority. Seller is a duly organized and validly existing governmental body under the laws of the State and is authorized to transact business under the laws of the State. Seller has the right power, and authority to execute and deliver this Agreement, to consummate the transaction contemplated hereby, and to perform all other obligations of Seller hereunder.

(c) Intentionally Omitted.

(d) No Violation. Seller has not received notice of, and has no knowledge of, any violation of any Governmental Regulations affecting the Property.

(e) Validity. This Agreement and all documents required hereby to be executed by Seller are and shall be valid, legally binding obligations of and enforceable against Seller in accordance with their terms.

(f) Conflicts. Neither the execution and delivery of this Agreement and documents referenced herein, nor the incurrence of the obligations set forth herein, nor the consummation of the transaction contemplated herein, nor compliance with the terms of this Agreement and the documents referenced herein conflict with or result in the material breach of any terms, conditions or provisions of or constitute a default under, any note, or other evidence of indebtedness or any contract, mortgage, loan, articles of organization, operating agreement, lease, or other agreement or instrument to which Seller is a party or by which Seller or the Property is in any way bound.

(g) No Litigation. Seller is not now a party to any litigation affecting the Property or any part thereof or Seller's right to sell the Property, and Seller knows of no litigation pending or threatened affecting the Property or any part thereof; and Seller covenants and agrees to give to Buyer prompt notice of the institution thereof prior to the Closing Date of any such litigation.

(h) Environmental Matters. There are no Hazardous Substances or Waste on, under, or about the Property, and no Hazardous Substances or Waste have previously been generated, disposed of, released or found on, under, or about the Property. Seller has received no notice that any municipality or any governmental or quasi-governmental authority has determined that there are, or that there have previously been, any violations of zoning, health, environmental or other statutes, ordinances or regulations affecting the Property, and Seller has no knowledge of any such ongoing or prior violations. In the event Seller receives notice of any such Hazardous Substances or Waste on the Property or any such violations affecting the Property prior to the Closing, Seller shall promptly notify Buyer thereof. Seller has not received any notice, and is not otherwise aware, of any storage tanks being located on or under the Property, either above or below ground,

and Seller has no notice that the Property previously has been used as a landfill or as a dump for garbage or refuse. Seller further represents and warrants that neither Seller nor, to the best of Seller's knowledge, any third party has used, generated, manufactured, stored or disposed of on, under or about the Property or transported to or from the Property any Hazardous Substances or Waste, As used herein "Hazardous Substances or Waste" means petroleum and petroleum by-products (including without limitation gasoline, crude oil or any crude oil fraction), urea formaldehyde, asbestos, foam insulation and polychlorinated biphenyls, waste or hazardous substances of any nature, including but not limited to radioactive materials, pesticides, herbicides, pesticide or herbicide containers, untreated sewage, industrial processed sludge and any other substance identified as a hazardous substance or waste, toxic substance or waste, pollutant or contaminant in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (commonly known as "CERCLA") as amended, the Superfund Amendment and Reauthorization Act (commonly known as "SARA "), the Resource Conservation and Recovery Act (commonly known as "RCRN"), or any other federal, state, county or city legislation or ordinances applicable to the Property.

(i) Non-Foreign Status. Seller is not a "foreign person" as that term is defined in the Rules and Regulations promulgated under the Agricultural Foreign Investment Disclosure Act of 1978 or in Section 1445 of the Internal Revenue Code and is not required to file any reports under said Act and its supporting Rules and Regulations.

(j) Eminent Domain. Seller has no knowledge of any pending or contemplated eminent domain or condemnation proceedings affecting the Property or any part thereof.

(k) Cooperation. Seller hereby agrees, through and including the Closing, to cooperate with Buyer in Buyer's efforts to obtain any Approvals and Entitlements contemplated by Section 6(d) above and any survey of the Property in accordance with Section 6(e) above, to assist Buyer in negotiations with private and public special interest groups, adjacent property owners, and Governmental Authorities and to execute any necessary documentation in connection with such approvals, authorizations, licenses and permits; provided, however, notwithstanding any provision herein to the contrary, no licenses or approvals nor any other documentation executed by Seller or Buyer in connection therewith which is intended to bind any of the Property shall become effective unless and until Closing occurs. On the Closing Date, Seller will do, make, execute and deliver such additional and further ads, things, deeds, instruments and documents as may be reasonably required by the title company issuing the owners title insurance policy to Buyer to vest in completely and assure to Buyer full rights in or to the Property in accordance with the provisions of this Agreement.

(l) Subsequent Transfer, Encumbrance, Etc. So long as this Agreement remains in effect, Seller shall not subsequently sell, assign, rent, lease, convey (absolutely or as security), grant a mortgage or security interest in, or otherwise encumber or dispose of, the Property (or any part thereof or any interest or estate therein), or consent to any of the foregoing, or enter into, apply for or consent to any rezoning (except as provided

herein), land use, or development restriction relating to the Property or any part hereof except as approved in writing by Buyer, such approval to be granted or withheld in Buyer's sole and absolute discretion.

(m) Notification. Seller shall promptly notify Buyer of any change in any condition with respect to the Property or of any event or circumstance which makes any representation or warranty of Seller under this Agreement untrue or misleading in any material respect, or any covenant of Seller under this Agreement incapable or less likely of being performed, it being understood that as to any such matter which is not within Seller's control, Seller shall not be in default as to the respective representation, warranty or covenant due to such change.

(n) Untrue Statements and Omissions. To the best of Seller's knowledge, no representation, warranty or statement of Seller in this Agreement or in any document certificate or schedule furnished or to be furnished to Buyer pursuant hereto contains or will contain any untrue statement of a material fact or intentionally omits or will intentionally omit to state a material fact necessary to make the statements or facts contained therein not misleading.

Seller's representations and warranties made in this Section 14 shall be continuing prior to Closing and, to the extent Seller has not informed Buyer of any change which renders any representation or warranty to be incorrect or not true, such representations and warranties shall be true and correct as of the Closing with the same force and effect as if remade by Seller in a separate certificate at that time, and such representations and warranties shall survive the Closing for a period of one (1) year and shall not be considered merged into the Special Warranty Deed. The continued truthfulness and accuracy of Seller's representations and warranties made in this Section 14 shall constitute a condition to the Closing.

15. Buyer's Representations and Warranties. In addition to any express agreements of Buyer contained herein, the following constitute representations and warranties of Buyer and shall be true and correct as of the Closing Date (and the truth and accuracy of which shall constitute a condition to the Closing):

(a) Right and Authority; Requisite Action. Buyer has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby. All requisite action (corporate or otherwise) has been taken by Buyer in connection with the entering into this Agreement and the instruments referenced herein, and the consummation of the transaction contemplated hereby.

(b) Authority; Validity. The individuals executing this Agreement and the instruments referenced herein on behalf of Buyer have the legal power, right and actual authority to bind Buyer to the terms and conditions hereof and thereof. This Agreement and all documents required hereby to be executed by Buyer are and shall be valid, legally binding obligations of and enforceable against Buyer in accordance with their terms.

(c) Conflicts. Neither the execution and delivery of this Agreement and documents referenced herein, nor the incurrence of the obligations set forth herein, nor the consummation of the transaction contemplated herein, nor compliance with the terms of this Agreement and the documents referenced herein conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under, any bond, note, or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, or other agreement or instrument to which Buyer is a party.

16. Condemnation and Destruction.

(a) Eminent Domain or Taking. If prior to the Closing any portion of the Property is taken or if the access thereto is reduced or restricted, by eminent domain or otherwise (or is the subject of a pending, threatened or contemplated taking which has not been consummated), Buyer shall have the option, in its sole and absolute discretion, to terminate this Agreement upon written notice to Seller given not later than ten (10) days after Buyer is notified of such taking. If Buyer elects to terminate this Agreement, then, subject to the provisions hereof, Escrow Holder shall promptly return to Buyer the Deposit, neither party shall have any further rights or obligations hereunder, except for any provisions hereof which are expressly stated to survive the termination of this Agreement. If Buyer does not elect to terminate this Agreement, Seller shall assign and turn over, and Buyer shall be entitled to receive and keep, all awards for the taking by eminent domain which accrue to Seller and the parties shall proceed to the Closing pursuant to the terms hereof, without modification of the terms of this Agreement and without any reduction in the Purchase Price. Unless or until this Agreement is terminated, Seller shall take no action with respect to any eminent domain proceeding without the prior written consent of Buyer, such consent not to be unreasonably withheld, conditioned or delayed, and which consent shall be deemed given if not denied, in writing, within five (5) business days after Seller's request for such consent.

(b) Fire or Casualty. Prior to the Closing, and notwithstanding the pendency of this Agreement, the entire risk of loss or damage by fire or other casualty shall be borne and assumed by Seller, except as otherwise provided in this Section 16(b). If prior to the Closing, any part of the Property is damaged by fire, earthquake, flood, landslide, sinkhole opening, or other casualty, Seller shall immediately notify Buyer of such fact. In the event of any such damage, Buyer shall have the option to terminate this Agreement upon written notice to the Seller given not later than ten (10) days after receipt of Seller's notice. If Buyer elects to terminate this Agreement, then subject to the provisions hereof, Escrow Holder shall promptly return to Buyer the Deposit subject to the provisions hereof which are expressly stated to survive a termination of this Agreement, neither party shall have any further rights or obligations hereunder.

17. Option to Repurchase in the Event Buyer Fails to Construct. The parties agree that the Property is being sold to the Buyer in furtherance of economic development in Fayette County. Therefore if no actual construction has commenced on the Property by January 15, 2025, Buyer agrees that it will offer to re-convey the Property, free and clear of any additional liens and encumbrances, to the Seller for an amount not to exceed the Purchase Price.

18. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by registered or certified mail, postage prepaid, return receipt requested, or sent by facsimile or by overnight delivery service such as Federal Express, and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if mailed, three (3) business days after the date of posting by the United States Post Office, or (iii) if sent by overnight delivery service or facsimile, the first business day after deposit of such notice with such delivery service or transmission via facsimile.

To Buyer: A Great American Brand Real Estate, LLC
1648 McGrathiana Parkway
Suite 380
Lexington, Kentucky 40511
Attn: Jeana Banks

To Seller: Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Attn: Chief Development Officer

Notice of change of address shall be given by written notice in the manner detailed in this Section 18.

19. Brokers. Seller and Buyer each represents and warrants to the other that no party is entitled as a result of the action of Seller or Buyer, as the case may be, to a real estate commission or other fee resulting from the execution of this Agreement or the transaction contemplated hereby. The foregoing representations shall survive the Closing.

20. Entry. Throughout the Due Diligence Period, Buyer and Buyer's representatives, agents, consultants, and designees shall have the right, at reasonable times and upon reasonable notice to Seller to enter upon the Property, at Buyer's own cost, for any purpose in connection with its proposed purchase, development or operation of the Property, including, without limitation, the right to examine all books, records and files of Seller relating to the Property and the right to make such inspections, investigations and tests as Buyer may elect to make or obtain. Seller agrees to make all such books, records and files available to Buyer and Buyer's attorneys, accountants and other representatives at any time during business hours upon reasonable notice from Buyer. From and after the execution of this Agreement, Buyer and Buyer's representatives, agents, consultants and designees shall be entitled to communicate directly with the Authorities in connection with Buyer's proposed purchase, development or operation of the Property; provided, however, any agreements reached between Buyer and the Authorities shall not become effective unless and until Closing occurs. The exercise by Buyer of any of the preceding or any other act of Buyer shall not negate any representation, warranty or covenant of Seller or modify ally of Buyer's rights or Seller's obligations in the event of any breach by Seller of any of Seller's

representations, warranties or covenants under this Agreement. Buyer hereby indemnifies and will defend and hold harmless Seller from any and all liabilities, losses, costs and expenses (including, without limitation, any death, personal injury, damage to the Property or any other property and mechanics' liens or any other type of liens) to the extent caused by any such entry by Buyer or its agents, designees or representatives onto the Property, excluding, however, any loss arising from the mere discovery of any adverse condition on or of the Property, and this sentence shall survive Closing and any termination of this Agreement. If Closing does not occur, Buyer shall restore the Property, as nearly as practicable, to substantially the same condition the Property was in at the time Buyer first entered onto the Property, and this obligation of Buyer shall survive termination of this Agreement.

21. Legal and Equitable Enforcement of this Agreement.

(a) Default by Seller. In the event the Closing and the consummation of the transaction contemplated herein do not occur by reason of any default by Seller, Buyer shall have the right, as Buyer's sole and exclusive remedy, to either (i) terminate this Agreement, receive an immediate refund of the Deposit and reimbursement from Seller of all of Buyer's out-of-pocket expenses incurred in connection with this transaction; or (ii) file a suit for specific performance of this Agreement.

(b) Default by Buyer. In the event that, after the expiration of the Due Diligence Period and after Buyer's delivery to Seller of Buyer's Approval Notice, the closing does not occur by reason of any default of Buyer. Buyer and Seller agree herein it would be impractical and extremely difficult to estimate the damages which Seller may suffer. Therefore Buyer and Seller hereby agree that a reasonable estimate of the total net detriment Seller would suffer in the event Buyer materially defaults and fails to complete the purchase of the Property is and shall be, as Seller's sole and exclusive remedy (whether at law or in equity), an amount equal to the Deposit. Said amount shall be the full, agreed and liquidated damages for the breach of this agreement by Buyer, all other claims to damages or other remedies being herein expressly waived by Seller. Upon such default by Buyer, this Agreement shall be terminated and neither party shall have any further rights or obligations hereunder, each to the other except for the right of Seller to collect such liquidated damages from Escrow Holder.

22. Assignment. Neither party shall assign, transfer or convey its rights and obligations under this Agreement or in the Property without the prior written consent of the other party. Any permitted assignee shall succeed to all the rights and remedies hereunder, including, but not limited to, the specific performance of this Agreement. Notwithstanding the foregoing, no such assignment shall relieve the assigning party from its liability under this Agreement.

23. Confidentiality. To the extent allowable by law, Buyer and Seller acknowledge and agree that any information provided by either Buyer or Seller pertaining to this Agreement or the business ventures of either party is privileged, confidential, and intended only for the use of the parties hereto in consummating the transactions contemplated hereby. Neither party shall divulge, distribute, communicate or disclose it, except as may be required by law or for the

performance of the parties' respective obligations under this Agreement and/or any other agreement entered into by the parties. This provision shall expire at Closing.

24. Miscellaneous.

(a) Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, 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, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(b) Waivers. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

(c) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties hereto.

(d) Agreement not Binding Unless Fully Executed. Any party's submission of a draft of this Agreement shall not constitute an offer or acceptance or otherwise create any binding obligation on the part of the submitting party. This Agreement shall not be effective or binding upon Buyer or Seller unless fully executed and delivered by both Buyer and Seller. Once fully executed and delivered, this Agreement (including the recitals and definitions set forth above and all Exhibits attached hereto) shall be deemed to constitute the final expression of, and contains the entire agreement between, the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. The parties do not intend to confer any benefit hereunder on any person, firm, or entity other than the parties hereto.

(e) Time of Essence. Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof and that failure to timely perform any of the terms, conditions, obligations or provisions hereof by either party shall constitute a material breach of and a non-curable (but waivable) default under this Agreement by the party so failing to perform.

(f) Construction. Headings at the beginning of the Sections of this Agreement are solely for the convenience of the parties and are not a part of the Agreement. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. All exhibits referred to in this Agreement

and attached hereto are incorporated herein by reference as if set forth fully herein. In the event the date on which Buyer or Seller is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

(g) Governing Law. The parties hereto expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the Commonwealth of Kentucky and that the exclusive venue of any legal action shall be Fayette County Circuit Court or the District Court for the Eastern District of Kentucky at Lexington.

(h) Counterpart. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

(i) Recitals; Definitions. All recitals and definitions set forth above are incorporated by reference into this Agreement and made a part hereof.

[Signatures and acknowledgments on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year written above.

“Seller”

**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT**

By: _____

Name: _____

Title: _____

“Buyer”

**A GREAT AMERICAN BRAND
REAL ESTATE, LLC**

By: _____

Name: _____

Title: _____

ESCROW HOLDER

The undersigned joins herein for the limited purpose of agreeing to serve as Escrow Holder, subject to the provisions of this Agreement, and to hold and disburse the Deposit in accordance with the terms of this Agreement.

“Escrow Holder”

**LEXINGTON-FAYETTE URBAN COUNTY
INDUSTRIAL AUTHORITY**

By: _____

Name: _____

Title: _____

EXHIBIT A
Property Description