

EXHIBIT B

Purchase and Sale Agreement

Execution Version

PURCHASE AND SALE AGREEMENT

SELLER:

FRESH & EASY, LLC, a Delaware limited liability company

PURCHASER:

CVS Pharmacy, Inc., a Rhode Island corporation

PROPERTIES:

9665 Campo Road, Spring Valley, CA
632 Lindero Canyon Road, Oak Park, CA
6601 Stine Road, Bakersfield, CA
8956 Foothill Boulevard, Rancho Cucamonga, CA
1025 E. Adams Boulevard, Los Angeles, CA
691 3rd Avenue, Chula Vista, CA
3933 E. Camelback Road, Phoenix, AZ
336 North Milpas, Santa Barbara, CA

And the Melrose Property

September 10, 2015

Summary

Purchaser: CVS Pharmacy, Inc., a Rhode Island corporation

Notice Address: One CVS Drive, Mail Code 1160
Woonsocket, RI 02903

Attention: Cheryl A. Green, Counsel Real Estate
Phone: (401) 770-7076
Fax: (401) 257-6683
Email: cheryl.green2@cvshealth.com

And to: Michael DeNitto
Regional Director Real Estate
15100 N 90th Street #110
Scottsdale, AZ 85260
Phone: (480) 444-3103
Fax: (401)216-0604
Email: Michael.DeNitto@cvshealth.com

Seller: Fresh & Easy, LLC, a Delaware limited liability company

Notice Address: Office of the General Counsel
20101 Hamilton Avenue, Suite 350
Torrance, CA 90502
Attention: Robin Howard
Phone: (310) 341-1514
Fax: (310) 341-1501
Email: robin.howard@freshandeasy.com

And To:
Pircher, Nichols & Meeks
900 North Michigan Avenue, Suite 1000
Chicago, Illinois 60611
Attention: Real Estate Notices (DJP/JAK/5727.4)
Phone: (312) 915-3100
Fax: (312) 915-3348
Email: realestatenotices@pircher.com (Subject Line- Re: DJP/JAK/5727.4)

Properties: See Exhibit A

Title Company: Chicago Title Insurance Company
Attention: Paul Stariha
701 5th Avenue, Suite 2300
Seattle, WA 98104

Phone: (206) 628-5633
Fax: (206) 628-9711
Email: paul.stariha@ctt.com

Escrow Holder: Chicago Title Insurance Company
Attention: Laura L. Wengryn
Two Gateway Center, Suite 1900
603 Stanwix Street
Pittsburgh, PA 15222-1402
Phone: (412) 904-6834
Fax: (412) 281-5611
Email: wengrynl@ctt.com

Liquor License
Escrow Holder: California Business Escrow Inc.
1748 Main Street
Escalon, CA 95320
Attention: Michael J. Brewer
Phone: (951) 698-6868 Ext. 5
Fax: (951) 600-2726
Email: mike@calabc.com

Price: \$4,500,000.00

Closing Date: September 18, 2015

Outside Closing Date Ninety days after the Closing Date

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") dated as of the ___ day of September, 2015 ("Effective Date"), is made by and between **FRESH & EASY, LLC**, a Delaware limited liability company ("Seller"), with an office at 20101 Hamilton Avenue, Suite 350, Torrance, CA 90502 and **CVS PHARMACY, INC.**, a Rhode Island corporation ("Purchaser"), with an office at One CVS Drive, Woonsocket, Rhode Island 02895.

RECITALS:

A. Seller desires to sell its interest in the leases ("Leases") identified on Exhibit A attached hereto, and Purchaser desires to purchase Seller's interest in the Leases. Seller's Fresh & Easy stores that were operated pursuant to each of the Leases shall be referred to herein as a "Store" and collectively as the "Stores").

B. Seller desires to sell its interest in the Liquor Licenses (as defined herein), and Purchaser desires to purchase the Liquor Licenses.

C. Seller desires to sell certain articles of personal property used in connection with the Leases, and Purchaser desires to purchase the same.

NOW, THEREFORE, in consideration of the foregoing, of the covenants, promises and undertakings set forth herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser agree as follows:

1. The Property.

1.1. Description. Subject to the terms and conditions of this Agreement, and for the consideration herein set forth, Seller agrees to sell and transfer, and Purchaser agrees to purchase and acquire, all of Seller's right, title, and interest in, to and under the following (collectively, the "Property"):

1.1.1. The Leases more specifically described in Exhibit A attached hereto, including without limitation, all prepaid rent or security or deposits thereunder; provided, that, the interest Purchaser is acquiring for Stores 1455 and 1275 shall be in the form of a new "Purchaser Direct Lease" (as hereinafter defined); and provided, further, that the interest Purchaser is acquiring in the "Melrose Property", as hereinafter defined, shall be in the form of a new lease between FEFOS, LLC and Purchaser;

1.1.2. the buildings, parking areas, leasehold improvements and fixtures, subject to the terms of the Leases (the "Improvements");

1.1.3 Any furniture, personal property, machinery, apparatus, carpeting, draperies, appliances and other trade fixtures and equipment currently used in connection with and located at the Improvements, but excluding (i) Seller branded items or signage, shopping carts, bailers, safes, leased ATM machines and Seller's "Revision 5" cash

register terminals, (ii) any leased personal property, and (iii) any personal property subject to liens or which cannot be transferred free and clear of such liens (without including such excluded items, the "**Personal Property**"). Seller shall remove all excluded Personal Property from the Improvements and repair any damage caused by such removal prior to Closing. In the event Seller fails to remove such excluded Personal Property as described in the preceding sentence, such excluded Personal Property shall be deemed abandoned and Purchaser is authorized, without liability to Seller or anyone claiming by or through Seller, to remove, sell, dispose of and/or destroy any such excluded Personal Property. Seller shall indemnify and defend Purchaser, and hold Purchaser harmless, from and against any loss, injury, damage claim, lien, cost or expense, including reasonable attorneys' fees and costs, arising out of any third party claims (other than removal or disposal costs) related to the excluded Personal Property or Seller's failure to remove the same from the Improvements prior to Closing. The terms and provisions of this Section 1.1.3 related to the excluded Personal Property, including, without limitation, the indemnity set forth in the preceding sentence, shall survive the Closing hereunder. The Personal Property to be conveyed is subject to depletions and replacements in the ordinary course of business;

1.1.4 All rights, easements, rights of way, and other appurtenances belonging to or inuring to the benefit of Seller under the Leases or otherwise relating to the Improvements, if any;

1.1.5 The licenses and permits set forth on Exhibit B for the sale of alcoholic beverages used or held for use by Seller in connection with the Stores as of the date hereof (if any, the "**Liquor Licenses**") in accordance with the terms of this Agreement and the Liquor License Escrow (as hereinafter defined);

1.1.6 All right, title and interest, if any, in and to the lighting, electrical, mechanical, plumbing, heating, ventilation and air conditioning systems used in connection with the land and the Improvements subject to the Leases and excluding the excluded assets described in Section 1.1.3;

1.1.7 All transferable warranties and guaranties respecting the Improvements, the Personal Property, and the other Property, if any;

1.1.8 All licenses, permits, authorizations, and approvals issued by any governmental agency or authority which pertain to the land or the Improvements, to the extent they exist and are transferable and assignable; and

1.1.9 To the extent the same are assignable, all surveys, and plans and specifications which relate to the land, the Improvements, or the Personal Property.

1.2 "As-Is" Purchase. Except as expressly set forth in this Agreement and in the agreements and other instruments to be delivered at Closing (the "**Closing Documents**"), the Property is being sold in an "AS IS" condition and "WITH ALL FAULTS" as of the date of this Agreement and as of the Closing (as hereinafter defined). Except as expressly set forth in this

Agreement and in the Closing Documents, no representations or warranties have been made or are made and no responsibility has been or is assumed by Seller or by any partner, officer, person, firm, agent or representative acting or purporting to act on behalf of Seller as to the condition or repair of the Property or the value, expense of operation, or income potential thereof or as to any other fact or condition which has or might affect the Property or the condition, repair, value, expense of operation or income potential of the Property or any portion thereof. The parties agree that all understandings and agreements heretofore made between them or their respective agents or representatives are merged in this Agreement, the Exhibits, and Schedules hereto annexed and the Closing Documents, which alone fully and completely express their agreement, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in this Agreement, the Exhibits, and Schedules annexed hereto or the Closing Documents. Except as expressly set forth in this Agreement and in the Closing Documents, Seller makes no representations or warranties as to the truth, accuracy or completeness of any materials, data or other information supplied to Purchaser in connection with Purchaser's inspection of the Property (e.g., that such materials are complete, accurate or the final version thereof, or that all such materials are in Seller's possession). It is the parties' express understanding and agreement that such materials are provided only for Purchaser's convenience in making its own examination and determination as to whether it wishes to purchase the Property, and, in doing so, Purchaser shall rely exclusively on its own independent investigation and evaluation of every aspect of the Property and not on any materials supplied by Seller, and Purchaser expressly disclaims any intent to rely on any such materials provided to it by Seller in connection with its inspection and agrees that it shall rely solely on its own independently developed or verified information; provided, however, the foregoing shall not limit, and Purchaser shall be entitled to rely on, the covenants, representations, and warranties set forth in this Agreement and the Closing Documents. Except as provided in Section 5.1.7, Seller makes no representations or warranties as to whether the Property contains asbestos or harmful or toxic substances, or pertaining to the extent, location or nature of same. Further, to the extent that Seller has provided or hereafter may provide to Purchaser information from any inspection, engineering or environmental reports concerning asbestos or harmful or toxic substances, except as provided in Section 5.1.7, Seller makes no representations or warranties with respect to the accuracy or completeness, methodology of preparation or otherwise concerning the contents of such reports. Purchaser acknowledges that Seller has requested Purchaser to inspect fully the Property and investigate all matters relevant thereto and, except with respect to the Milpas Property, to rely solely upon the results of Purchaser's own inspections or other information obtained or otherwise available to Purchaser, rather than any information that may have been provided by Seller to Purchaser. Nothing contained in this Agreement shall be deemed to limit any representations, warranties, or covenants contained in the Melrose Lease.

1.2. Intentionally Omitted.

1.3. Arizona Liquor License. Prior to the closing on the property located at 3933 E. Camelback Road, Phoenix Arizona (the "Arizona Property"), Seller will cooperate with Purchaser, at Purchaser's sole cost and expense, in connection with Purchaser's application for a new liquor license (the "Arizona Liquor License") for the Arizona Property. No portion of the Purchase Price shall be allocated to the Arizona Liquor License.

1.4. California Liquor Licenses. Seller will cooperate with Purchaser, at Purchaser's sole cost and expense, to provide Purchaser with information in Seller's possession necessary to transfer or obtain Liquor Licenses for Properties located in California (other than the Melrose Property) and to effectuate such transfers or application, including, but not limited to, permitting Purchaser to post notice of such proposed transfers/applications at each Store and other activities reasonably required by the California Department of Alcoholic Beverage Control (the "**Liquor License Department**") in connection therewith. Within five (5) business days following execution of this Agreement, Seller shall place the Liquor Licenses it is holding (which Liquor Licenses are identified on Exhibit B attached hereto) into escrow with the Liquor License Escrow Holder. Promptly following the opening of escrow with the Liquor License Escrow Holder, Purchaser shall arrange for Liquor License Escrow Holder to record notices of each proposed transfer with the applicable county recorder's office and, following the expiration of the requisite fifteen (15)-day notice period, complete the applications for the transfers of the Liquor Licenses and provide all application documents necessary to effectuate the transfers to Seller for execution. The parties anticipate that such applications shall be submitted to the Liquor License Department within thirty (30) days following the opening of escrow with the Liquor License Escrow Holder. Upon submittal of the applications by the Liquor License Department, Purchaser shall be entitled to post the requisite notices on each Store for which approval has been submitted. Purchaser shall be responsible for any and all costs and fees imposed by the Liquor License Department in connection with the transfer of Liquor Licenses, including any application fees. Seller shall not be responsible for any of Purchaser's costs relating to or arising out of the license transfer, applications, management agreements or issuance of new Liquor Licenses and temporary or interim licenses or permits by the Liquor License Department. In the event that this Agreement is terminated for any reason and the transactions contemplated hereby are not consummated with respect to one or more Leases, Purchaser shall cooperate with Seller to withdraw any such applications for such locations and take such additional steps to terminate the transfer process with respect thereto.

Nothing contained in this Agreement shall be deemed to be a representation on the part of Seller that the Liquor License Department will approve the transfer of the Liquor Licenses to Purchaser, or that new, interim or temporary licenses or permits will be issued to Purchaser or that Purchaser is qualified to hold a liquor license in the State of California or any applicable licensing jurisdiction therein, or that Purchaser's applications will be approved by the Liquor License Department. Subject to Seller's obligations above to assist Purchaser in the process of transferring the Liquor Licenses to Purchasers, neither the transfer of the Liquor Licenses to Purchaser nor the obtaining by Purchaser of new licenses or permits or temporary or interim licenses or permits as contemplated in this Section 1.4 shall be a condition to Purchaser's obligation to close the transactions contemplated by this Agreement.

At Purchaser's request, and subject to the terms of the Liquor License Escrow, and either before or within a reasonable time after Closing, Seller shall complete all required paperwork with the Liquor License Department to allow a temporary liquor license to be issued at some or all of the Properties first effective after Closing. The terms of this Section 1.4 shall survive the Closing.

1.5 Purchaser Direct Leases. The interest Purchaser is acquiring for the Property located at 336 North Milpas, Santa Barbara, California (the "Milpas Property"), and Store 1275 in Chula Vista (the "Chula Vista Store") shall be in the form of a new lease between the landlord thereunder and Purchaser, which shall be on Purchaser's standard form of lease with such changes as may be reasonably approved by such landlord and Purchaser, individually and collectively, the "**Purchaser Direct Leases**". Purchaser shall pursue the Purchaser Direct Leases in good faith and shall keep Seller informed of the status of such lease negotiations with such landlord. The execution of the Purchaser Direct Lease for the Chula Vista Property is a condition to Seller's and Purchaser's obligation to close under this Agreement.

1.6 Excluded Assets; No Assumption of Liabilities. This sale does not include, without limitation, the trademarks, service marks, cash, or accounts receivable of Seller or any other property of Seller not specifically listed in this Agreement. Except for tenant's obligations first accruing under the Leases from and after the Closing, Purchaser shall not assume, or be obligated to perform, pay or otherwise discharge, any liability or obligation of Seller of any nature whatsoever, including, without limitation, any type of successor liability, as a result of this transaction. Without limiting the foregoing, and subject to the remainder of this section, Seller expressly acknowledges and agrees that Purchaser is not assuming, and Purchaser expressly disclaims and declines assumption of any and all obligations and/or liabilities of the Seller or the Property arising from or related to acts or omissions occurring on or prior to the Closing Date. Notwithstanding any other terms of this Agreement, with respect to the Milpas Property, Seller expressly acknowledges and agrees that Purchaser is not assuming, and Purchaser expressly disclaims and declines assumption of any and all obligations and/or liabilities of Seller or the Milpas Property of any kind or nature arising from or relating to acts or omissions occurring at any time, whether prior to, on or after the Closing with respect to the environmental condition of the Milpas Property or the environmental remediation being conducted thereon, unless caused directly by the Purchaser. The terms of Section 1.6 shall survive the Closing.

2. Price and Payment.

2.1. Purchase Price. The aggregate purchase price for the Property ("**Purchase Price**"), including the Purchaser Direct Leases, is Four Million Five Hundred Thousand and 00/100 Dollars (\$4,500,000.00), inclusive of the License Purchase Price and the value of the Personal Property. For purposes of this Agreement only, the Purchase Price shall be allocated to each leased property (and including the properties subject to Purchaser Direct Leases) in the manner set forth on Exhibit A, and, of the amount allocated to each such property with a Liquor License, Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) shall be deemed to be that portion of the Purchase Price for such leased property that is allocated to the Liquor License for said location. Notwithstanding any other terms of this Agreement, no portion of the Purchase Price is being allocated to the Melrose Lease (as defined in Section 3.1.4), and no payments shall be due from Purchaser to Seller in connection with the execution and delivery of the Melrose Lease and/or in connection with any liquor license granted in connection therewith. Further, notwithstanding the foregoing, no portion of the Purchase Price is being allocated to the Purchaser's existing liquor license for the Arizona Property, which liquor license is not transferable under Arizona law. In addition, the Personal Property shall have an imputed value of Twenty Thousand and 00/100

Dollars (\$20,000.00) per Lease and the parties acknowledge that the Personal Property does not have a fair market value in excess of said amount.

2.2. Payment. Payment of the Purchase Price is to be made as follows:

2.2.1 Within two (2) business days after the Effective Date, Purchaser shall make a deposit of Fifty Thousand and 00/100 Dollars (\$50,000.00) to be held by Chicago Title Insurance Company (the “**Escrow Holder**”), which funds shall not be invested (the “**Deposit**”). The Deposit shall be held by the Escrow Holder and paid to the party entitled to the same in accordance with the terms of this Agreement.

2.2.2 At Closing, the Purchaser shall pay Seller the Purchase Price, with the Deposit to be applied to the Purchase Price and wire transferred by the Escrow Holder to Seller upon Closing, less the amount of the License Purchase Price, and subject to adjustments as provided herein, to a bank account designated by Seller via wire transfer of immediately available funds. Purchaser shall advise the Seller and Escrow Holder promptly once the Purchase Price has been wire transferred and Seller shall advise Purchaser and the Escrow Holder promptly upon its receipt of the full amount of the Purchase Price.

2.2.3 Prior to or contemporaneously with Closing, Purchaser shall pay a portion of the Purchase Price in the amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) for each property located in the State of California being acquired as well as for each of the properties subject to the Purchaser Direct Leases (but excluding the Melrose property) (the “**License Purchase Price**”) into an escrow account held by California Business Escrow Inc. (the “**License Escrow Agent**”) via wire transfer of immediately available funds. Upon approval of the transfer of a Liquor License by the Liquor License Department, the License Purchase Price allocated to such Liquor License shall be paid by License Escrow Agent to Seller via wire transfer of immediately available funds to an account designated by Seller and Seller shall convey the applicable Liquor License to Purchaser as of such date. Upon disapproval of the transfer of a Liquor License by the Liquor License Department, the License Purchase Price allocated to such Liquor License shall be refunded by License Escrow Agent to Purchaser via wire transfer of immediately available funds to an account designated by Purchaser. Seller, Purchaser, and License Escrow Agent shall enter into a separate escrow agreement in the form attached hereto as Exhibit C and incorporated by reference herein (“**Liquor License Escrow**”), regarding the transfer of the Liquor Licenses and the License Purchase Price. Seller makes no representation or warranty as to the availability or transferability of any Liquor License at any of the Properties. Notwithstanding the requirements of the Liquor License Escrow (including, without limitation, any language that may provide that the Liquor License Escrow may, in the event of a conflict, prevail), and to the extent permitted by law, if any Liquor License Purchase Price is refunded to Purchaser with respect to a Property for which Closing has occurred under this Agreement, the amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) shall be paid by Buyer to Seller as the balance of the Purchase Price for such Property, unless said refund results from an intentional Seller default under the Liquor License Escrow.

2.3 Closing. The closing of the assignment of the Leases (or the Purchaser Direct Leases or Melrose Lease, as applicable), the purchase and sale of the remaining Property and the payment of the Purchase Price for each individual property ("**Closing**") will take place pursuant to the terms of the escrow provisions contained in this Agreement with the Escrow Holder, on September 18, 2015, or at such other earlier time and place as may be agreed upon in writing by Seller and Purchaser (the "**Closing Date**"), which Closing in any event shall not be before satisfaction or waiver of all closing conditions set forth in Section 11.1. Notwithstanding the foregoing, but subject to Section 11.1.4 and 11.1.5, if any of Purchaser's conditions to close provided hereunder are not satisfied by the Closing Date with respect to one or more Leases (including, without limitation the Purchaser Direct Lease for the Milpas Property), then, subject to the terms of Section 11.1, the Closing with respect to the remaining Leases for which all conditions to close have been satisfied (if any) shall occur on the Closing Date (and the Purchase Price shall be adjusted accordingly in accordance with Exhibit A), and the Closing Date with respect to one or more of the Leases for which all closing conditions have not been satisfied shall be extended for ninety (90) days so that Seller may satisfy the unsatisfied closing conditions; (such date that is 90 days after the Closing Date, the "**Outside Closing Date**"). In the event the conditions to close for one or more Leases are satisfied or waived by Purchaser on or before the Outside Closing Date, the parties agree to close on each such Lease assignment or assignments (or the Purchaser Direct Leases or Melrose Lease, as applicable) and Property as soon as practicable thereafter. If the Closing for a Lease has not occurred on or before the Outside Closing Date, unless otherwise agreed upon in writing by Seller and Purchaser, this Agreement shall terminate with respect to such Lease; provided that, if such failure to close shall be due to a party's default under or breach of this Agreement, the terms of Section 10 of this Agreement shall apply.

2.4 Independent Consideration. Notwithstanding any provision to the contrary contained in this Agreement, Seller and Purchaser agree that One Hundred Dollars (\$100.00) of the Deposit shall be paid to Seller in all events as consideration for Purchaser's right to inspect the Property and for Seller's execution, delivery and performance of this Agreement, the sufficiency of which is acknowledged by Seller (the "**Independent Consideration**"). The Independent Consideration is in addition to and independent of any other consideration or payment provided in this Agreement, is nonrefundable, applicable to the Purchase Price, and, notwithstanding any other provision of this Agreement, shall be retained by Seller if this Agreement terminates for any reason.

3. Inspections and Approvals.

3.1. Inspections.

3.1.1 Subject to the terms of the Lease for the Milpas Property, Seller agrees to allow Purchaser or Purchaser's agents or representatives reasonable access to the Milpas Property (during business hours) for purposes of any physical or environmental inspection of the Milpas Property for a period commencing on the Effective Date and expiring at 5:00 p.m. Central time on September 30, 2015 (as the same may be extended with the agreement of Purchaser and Seller, the "**Due Diligence Period**"). Any inspections shall be at Purchaser's expense. Seller shall

provide to Purchaser, prior to or contemporaneously with the signing of this Agreement, by way of a deposit into Seller's datasite, such non-confidential or non-attorney client privileged materials, true, complete and accurate copies of the Lease, SNDAs, Estoppels, Liquor Licenses and ancillary documentation, payment history for amounts paid to the landlords under the Lease for the Milpas Property and such other material documentation that Seller possesses and for which Seller determines will assist Purchaser's review of the Milpas Property prior to the expiration of the Due Diligence Period and shall otherwise reasonably cooperate with Purchaser, at no additional cost to Seller, in connection with Purchaser's review and inspections. **PURCHASER SHALL NOT CONDUCT OR ALLOW ANY PHYSICALLY INTRUSIVE TESTING OF, ON OR UNDER THE MILPAS PROPERTY WITHOUT FIRST OBTAINING SELLER'S WRITTEN CONSENT (AND/OR LANDLORD'S CONSENT AS MAY BE REQUIRED UNDER THE LEASE FOR THE MILPAS PROPERTY) AS TO THE TIMING AND SCOPE OF WORK TO BE PERFORMED AND, UPON REQUEST OF SELLER (AND/OR LANDLORD AS REQUIRED UNDER THE LEASE), ENTERING INTO AN ACCESS AGREEMENT IN A FORM REASONABLY ACCEPTABLE TO SELLER AND/OR THE LANDLORD. SELLER'S CONSENT TO ANY PHYSICALLY INTRUSIVE TESTING SHALL NOT BE UNREASONABLY WITHHELD, CONDITIONED, OR DELAYED IF THE LANDLORD'S CONSENT IS NOT REQUIRED UNDER THE APPLICABLE LEASE OR, IF REQUIRED UNDER THE APPLICABLE LEASE, HAS BEEN OBTAINED FROM SUCH LANDLORD IN WRITING.**

Purchaser agrees that, in making any physical or environmental inspections of the Milpas Property, Purchaser or Purchaser's agents (i) will carry not less than One Million Dollars (\$1,000,000.00) comprehensive general liability insurance with contractual liability endorsement which insures Purchaser's indemnity obligations hereunder, and, upon request of Seller (and/or landlord under the respective Leases), will provide Seller (or such landlord) with written evidence of same, (ii) will not unreasonably interfere with the activity of any persons occupying or providing service at the Property, (iii) will not reveal to any third party (except as required by law) other than the Purchaser Parties (as defined in Section 3.4) and persons approved by Seller in writing the results of its inspections, and (iv) will restore promptly any physical damage caused by the inspections. Notwithstanding the foregoing, during such time as the net worth of Purchaser, as determined in accordance with generally accepted accounting principles consistently applied, shall be at least \$25,000,000.00, Purchaser may self-insure any or all of the coverage required to be maintained by Purchaser hereunder, provided that such self insurance does not violate any laws and such self-insurance is permitted by the terms of the applicable Lease. Purchaser shall give Seller reasonable prior notice of its intention to conduct any on-site inspections, and Seller reserves the right to have a representative present. Purchaser agrees to provide Seller with a copy of any inspection report upon Seller's written request, which agreement shall survive Closing for a period of one year.

PURCHASER AGREES (WHICH AGREEMENT SHALL SURVIVE CLOSING OR TERMINATION OF THIS AGREEMENT) TO INDEMNIFY, DEFEND, AND HOLD SELLER AND EACH LANDLORD UNDER THE LEASES FREE AND HARMLESS FROM ANY LOSS, INJURY, DAMAGE, CLAIM, LIEN, COST OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS, ARISING OUT OF A BREACH OF THE FOREGOING AGREEMENTS BY PURCHASER IN CONNECTION WITH THE INSPECTION OF THE PROPERTY, OR FROM THE EXERCISE BY PURCHASER OR ITS AGENTS OR REPRESENTATIVES OF THE RIGHT OF ACCESS UNDER THIS SECTION 3.1.1, OR FROM THE EXERCISE BY PURCHASER OR ITS AGENTS OR REPRESENTATIVES OF ANY OTHER RIGHTS OF ACCESS TO THE PROPERTY GRANTED BY SELLER TO PURCHASER IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREBY (COLLECTIVELY, "PURCHASER'S INDEMNITY OBLIGATIONS"); PROVIDED THAT, PURCHASER SHALL NOT BE LIABLE FOR ANY PREEXISTING CONDITIONS AT THE MILPAS PROPERTY OR ANY OTHER PROPERTY EXCEPT IF AND TO THE EXTENT THE SAME ARE EXACERBATED BY PURCHASER'S NEGLIGENCE DURING ITS DUE DILIGENCE AND INVESTIGATION.

3.1.2 Except for Purchaser's negotiation of the Purchaser Direct Leases, Purchaser shall not independently contact any landlord under any Lease without Seller's prior approval, not to be unreasonably withheld, conditioned or delayed, but shall conduct all such conversations through Seller. Notwithstanding anything in this Agreement to the contrary, Purchaser may seek all governmental approvals for the retrofit and operation of the Properties for use as a retail drugstore, pharmacy, and/or retail health center and adequate parking ("**CVS' Intended Use**"), keeping Seller reasonably informed of such efforts and not taking any action binding against any property subject to a Lease without Seller and the applicable landlord's approval, and to determine that there are no restrictions, or other impediments under the Leases which, in Purchaser's sole and absolute determination, would impede CVS' Intended Use. Seller makes no representation or warranty regarding the right to use all or any of the Properties for CVS's Intended Use.

3.1.3. Prior to Closing, Seller shall also use reasonable efforts, at Purchaser's cost, to secure any Lease amendments requested by Purchaser. Subject to and without limiting the terms and provisions of Section 9.3.1, such amendments shall not independently be a condition to Closing.

3.1.4. Prior to Closing, FEFOS, LLC, a Delaware limited liability company and an affiliate of Seller, as landlord, and Purchaser (or an affiliate thereof meeting the net worth requirements provided in this Agreement), as tenant, will negotiate the terms and provisions of a lease (the "**Melrose Lease**") of Seller's Store #1482 located at 7500 Melrose, Los Angeles, California (the "**Melrose Property**"). The Melrose Lease shall be based on Purchaser's standard lease form, with such changes

as are acceptable to the landlord and tenant thereunder, negotiating in good faith. The basic economic terms of the Melrose Lease are provided in Exhibit D attached hereto and made a part hereof. There will be no Purchase Price or other opportunity fee or other consideration payable by Purchaser for the Melrose Lease (including, without limitation, a License Purchase Price). The access and inspection provisions of this Agreement shall also apply to Purchaser's inspection of the property to be subject to the Melrose Lease. Notwithstanding anything to the contrary contained in this Agreement, the execution and delivery of the Melrose Lease is a condition to the obligations of both Seller and Purchaser to close under this Agreement and the failure to execute or deliver the Melrose Lease on the terms provided above shall not be a default by either party hereunder. A copy of the Melrose Lease will be attached hereto as Exhibit K and incorporated by reference herein upon completion. A corporate guaranty from CVS Health Corporation of all of the obligations under the Melrose Lease, in the form attached hereto as Exhibit L shall be a part of the Melrose Lease.

3.2 Title and Survey. Purchaser has, at its sole cost and expense, obtained title insurance commitments (the "**Title Commitments**") together with copies of all items shown as exceptions to title therein and has made copies thereof available to Seller. To the extent in Seller's possession, Seller has provided Purchaser with surveys of the Improvements, (the "**Surveys**"). On August 3, 2015, Purchaser gave Seller written notice (the "**Purchaser's Title Notice**") of Purchaser's disapproval or conditional approval of title or survey matters (the "**Title Objections**"). On August 19, 2015, Seller gave Purchaser written notice of the actions Seller intends to take in order to remove or satisfy the Title Objections ("**Seller's Title Notice**") to which Purchaser provided a written response notice, dated August 25, 2015 ("**Purchaser Response Notice**"). Per the Purchaser Response Notice, Purchaser has elected to continue this transaction under the terms of this Agreement, subject to Purchaser's Title Notice and Purchaser's Response Notice, with respect to the Leases for which Purchaser has not terminated, in which case Purchaser shall be deemed to have waived its Title Objections for such Lease or Leases to the extent Seller has not elected to cure the same. In the event Seller elects to cure any one or more Title Objections, such cure shall thereafter be a condition to Buyer's obligation to close under this Agreement, but the failure to cure any or all such Title Objections shall not be a default by Seller hereunder provided it has used commercially reasonable efforts to cure the same. Notwithstanding the foregoing, Purchaser hereby objects to all liens securing monetary obligations affecting Seller's interest in any or all of the Property and/or the Melrose leased property. Seller expressly covenants and agrees to cause such Properties and/or the Melrose Property to be fully released from all monetary liens caused by or through the acts of Seller, on or before the Closing; provided that the foregoing obligation with respect to the Milpas Property and the Chula Vista Property shall be subject to Purchaser and landlord thereunder executing and delivering the Purchaser Direct Leases and the landlord thereunder terminating its existing leases with Seller.

3.3. Purchaser's Right to Terminate. If for any reason or no reason, Purchaser determines that all or any portion of the Milpas Property is not a suitable investment for its purposes or Purchaser desires to terminate this Agreement with respect to the Lease for the

Milpas Property in its sole and absolute discretion, Purchaser shall have the right to terminate this Agreement with respect thereto, subject to the remaining terms of this Section 3.3, by giving Seller written notice (“**Termination Notice**”) on or before the expiration of the Due Diligence Period. In the absence of any notice from Purchaser to Seller with respect to the Milpas Property as set forth in this Section 3.3, delivered on a timely basis and prior to the deadline set forth in this Section 3.3, this Agreement shall remain in full force and effect with respect to the Milpas Property and the foregoing terms and provisions of this Section 3.3 shall be deemed waived.

3.4 Confidentiality. Subject to the terms of this Agreement, unless Seller otherwise agrees in writing, Purchaser agrees that all information regarding the Property of whatsoever nature made available to it by Seller or Seller’s agents or representatives (“**Proprietary Information**”) is confidential, and unless and until the Closing, shall not be disclosed to any other person except those assisting Purchaser with the transaction, or Purchaser’s lender, if any (collectively, the “**Purchaser Parties**”) and then only upon Purchaser making such person aware of the confidentiality restriction and procuring such person’s agreement to be bound thereby. If the purchase and sale contemplated hereby fails to close for any reason whatsoever, Purchaser agrees to return to Seller, or cause to be returned to Seller, all originals of the Proprietary Information provided to Purchaser (and destroy all copies thereof). Further, Purchaser agrees not to use or allow to be used any Proprietary Information for any purpose other than to determine whether to proceed with the contemplated purchase, or if same is consummated, in connection with the operation of the Property in accordance with the Leases post-Closing. Notwithstanding any other term of this Agreement, the provisions of this Section 3.4 shall survive Closing and any termination of this Agreement for a period of one year. Notwithstanding the foregoing, Purchaser shall be entitled to disclose all or any portion of such Proprietary Information if required in a legal proceeding (which shall include inquiry by oral questions, interrogatories, requests for information or documents, subpoena or similar process). Purchaser may also disclose any confidential information to the Purchaser Parties, each of whom will be advised of the confidential nature of such information and agree to be bound by the terms of this Section. Proprietary Information does not include all or any portion of information (i) which is or becomes known generally within the industry (except as a result of a breach by Purchaser); (ii) which was in the possession of or known by Purchaser prior to its receipt from Seller; or (iii) which is disclosed to Purchaser by another person or entity not in violation of the proprietary or other rights of Seller or any other party or entity.

4. Prior to Closing.

Until Closing, or the earlier termination of this Agreement for any reason, Seller or Seller’s agent shall:

4.1. Insurance. Keep the Property insured in accordance with the terms of the applicable Lease; provided, that, with respect to the Melrose Property, Seller shall keep such Melrose Property insured as presently insured.

4.2. Maintenance. Maintain the Property in a businesslike manner, and make any and all repairs and replacements reasonably required under the Leases to deliver the Property to Purchaser at Closing in its present condition, normal wear and tear excepted.

4.3. Leases. After the Effective Date, Seller will not cause the Leases to be amended or terminated without the prior written consent of Purchaser.

4.4 Operations. Cause the Property to be operated and managed in substantially the same manner as the same are now being operated and managed; provided, however, this provision shall not require Seller to continue to conduct retail sale operations or any business at the Milpas Property and Seller shall be permitted to close such Store at any time.

4.5 Licenses. Use commercially reasonable efforts to preserve and maintain any Liquor Licenses and any other licenses and permits that are necessary for the use and operation of the Property.

4.6 Cooperation. Seller shall use commercially reasonable efforts to obtain and deliver closing deliverables, including, without limitation, landlord consents, landlord estoppel certificates, SNDAs, and lease amendments requested by Purchaser. Neither Seller nor Purchaser shall suffer or permit the creation of any lien or encumbrance upon any of the Property that will survive Closing. In addition, Seller shall (i) reasonably cooperate with Purchaser's title insurance company in connection with Purchaser obtaining leasehold title insurance policies, including, without limitation, providing the title insurance company with customary owner affidavits and indemnities reasonably acceptable to Seller; (ii) not perform or permit any new construction (other than in the nature of required repairs under the Leases) in, on, or about the Property without the prior written consent of Purchaser; (iii) comply with the terms and conditions of the Leases in all material respects and maintain its existence in good standing; and (iv) comply, in all material respects, with all laws applicable to the Stores and the Property. Purchaser shall reasonably cooperate with Seller's efforts to secure closing deliverables, provided that Purchaser shall not be obligated to incur any costs or assume any obligations or liabilities in connection therewith except as provided in this Agreement and except that, upon request of a landlord for a Lease requiring landlord consent in order to obtain such landlord consent or the release of Seller from its obligations under such Lease, Purchaser shall, at its election but in a manner reasonably acceptable to such landlord, (i) provide financial statements or other evidence satisfactory to landlord indicating that the net worth of the proposed assignee (as determined in accordance with generally accepted accounting principles consistently applied) is greater than \$200,000,000 (or such lesser amount as required under the applicable Lease to obtain a release of Seller thereunder), or (ii) provide a corporate guaranty from CVS Health Corporation of all of the proposed assignee's obligations under the Lease in the form attached hereto as Exhibit L, along with evidence indicating that the consolidated net worth of CVS Health Corporation (as determined in accordance with generally accepted accounting principles consistently applied) is greater than \$200,000,000.

4.7 Notification. Promptly notify Purchaser upon learning of any change in facts which arise prior to Closing which would make any representation or warranty of Seller contained in Section 5.1 untrue in any material respect.

5. Representations and Warranties.

5.1 By Seller. Seller represents and warrants to Purchaser as of the Effective Date and the Closing that:

5.1.1 Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, is authorized to do business in the States of California and Arizona, has duly authorized the execution and performance of this Agreement, and any other documents or instruments to be delivered by it pursuant to this Agreement, and such execution and performance will not violate any material term of its certificate of formation or operating agreement. Seller has the full and limited liability power to own, operate and lease the Property (as applicable) and to carry on its business as currently conducted. FEFOS, LLC is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and is authorized to do business in California, and is duly authorized to execute the other documents and instruments to be delivered by it pursuant to this Agreement, and the such execution and performance will not violate any material term of its certificate of formation or operating agreement. FEFOS, LLC has the full and limited liability power to own, operate and lease the Melrose Property and to carry on its business as currently conducted.

5.1.2 This Agreement constitutes a legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms, except as limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws of general applicability relating to or affecting the enforcement of creditor's rights and general equitable principles.

5.1.3 To Seller's Current Actual Knowledge, neither Seller nor FEFOS, LLC has received written notice from any governmental authority having jurisdiction over the Property or any Store to the effect that such Property or Store is not in compliance with applicable laws and ordinances.

5.1.4 To Seller's Current Actual Knowledge, neither Seller nor FEFOS, LLC has received written notice of any pending action, litigation, condemnation or other proceeding against the Property, any Store, or against Seller, or FEFOS, LLC, with respect to the Property.

5.1.5 Seller has delivered correct and complete copies of the Leases, together with all amendments and other modifications thereto to Buyer. The Leases provided to Purchaser by Seller are in full force and effect, and have not been modified or amended except as otherwise disclosed in writing to Purchaser and as described on Exhibit A. Seller is the sole tenant under each of the Leases, and there are no subtenants or other parties in possession of any location except as set forth on Schedule I, and, except as set forth on Schedule 1 (each sublease listed on Schedule I, a "Sublease"), there are no subleases, licenses or other agreements granting to any person or entity (other than Seller) the right to use or occupy the Property.

5.1.6 Except for approval of (i) the landlord under the Purchaser Direct Leases; and (ii) the transfer of any Liquor Licenses, to Seller's Current Actual Knowledge, no consents are required to consummate the sale, assignment and transfer of the Property contemplated by this Agreement other than as set forth on Schedule II.

5.1.7 Except for those reports, notices, and correspondence related to the Milpas Property and listed on Schedule III (the "Milpas Reports"), to Seller's Current Actual Knowledge, Seller has not received any written notice of, or entered into any agreement relating to, environmental contamination in, on, or about any Property. To Seller's Current Actual Knowledge, other than the contamination disclosed in the Milpas Reports, there is no environmental contamination in, on, or about any Property in violation of any environmental laws.

5.1.8 To Seller's Current Actual Knowledge, (i) neither Seller nor any landlord is in breach of or default under any of the Leases; (ii) no event has occurred which, with notice, lapse of time, or both, would constitute a breach or default by either party thereunder; and (iii) Seller has not received any written notice of any such default or breach.

5.1.9 To Seller's Current Actual Knowledge, there are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under any other debtor relief laws pending or threatened against Seller, any affiliate, including, without limitation, FEFOS, LLC, or the Property or any Store. Seller acknowledges and agrees that the Purchase Price and the allocation of the Purchase Price detailed on Exhibit A represents fair market value for the assets being transferred hereunder.

5.1.10 All fixtures and tangible personal property included in the sale to Purchaser pursuant to the terms of this Agreement (a) are owned by Seller, and (b) on the Closing Date such fixtures and tangible personal property will be free from all liens and encumbrances except (i) the lien of any city or county ad valorem taxes not yet due and payable; and (ii) the lien granted pursuant to any existing mortgage(s) together with related financing documents, all of which, if any, shall be discharged on or prior to the Closing Date.

5.1.11 Neither Seller nor any of its affiliates, nor to its knowledge any of their respective brokers or other agents acting in any capacity in connection with the transactions contemplated by this Agreement, is or will be: (a) conducting any business or engaging in any transaction or dealing with any person appearing on the U.S. Treasury Department's OFAC list of prohibited countries, territories, "specifically designated nationals or "blocked person" (each a "**Prohibited Person**") (which lists can be accessed at the following web address: <http://www.ustreas.gov/offices/enforcement/ofac/>), including the making or receiving of any contribution of funds, goods or services to or for the benefit of any such Prohibited Person; (b) engaging in certain dealings with countries and organizations designated under Section 311 of the USA PATRIOT Act as warranting special measures due to money laundering concerns; (c) dealing in, or otherwise engaging in any transaction relating to, any property or interests in property blocked pursuant to

Executive Order No. 13224 dated September 24, 2001, relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism"; (d) a foreign shell bank or any person that a financial institution would be prohibited from transacting with under the USA PATRIOT Act; or (e) engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempting to violate, any of the prohibitions set forth in (i) any U.S. anti-money laundering law, (ii) the Foreign Corrupt Practices Act, (iii) the U.S. mail and wire fraud statutes, (iv) the Travel Act, (v) any similar or successor statutes or (vi) any regulations promulgated under the foregoing statutes.

5.1.12 Seller has delivered correct and complete copies of the Liquor Licenses to Buyer.

5.1.13 Whenever a representation, warranty or other statement is made in this Agreement or in any document or instrument to be delivered at Closing pursuant to this Agreement, on the basis of "Seller's Current Actual Knowledge," such representation, warranty or other statement is made with the exclusion of any facts disclosed to or otherwise known by Purchaser, and such representation, warranty or other statement is made solely on the basis of the actual, as distinguished from implied, imputed and constructive, knowledge on the date that such representation or warranty is made, without inquiry or investigation or duty thereof, of Peter McPhee, Seller's Chief Financial Officer ("**Seller Knowledge Party**"), without attribution to Seller Knowledge Party of facts and matters otherwise within the personal knowledge of any other officers or employees of Seller or third parties, and excluding, whether or not actually known by the Seller Knowledge Party, any matter known to Purchaser or its agents at the time of Closing. Seller represents and warrants that the Seller Knowledge Party is an individual reasonably expected to have knowledge with respect to the representations and warranties contained herein. Nothing in this Agreement shall be deemed to create or impose any personal liability of any kind on the Seller Knowledge Party.

5.2 By Purchaser. Purchaser represents and warrants to Seller that:

5.2.1 Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the state of Rhode Island, is authorized to do business in the State of California and the State of Arizona, has duly authorized the execution and performance of this Agreement, and such execution and performance will not violate any material term of any of its constitutive documents.

5.2.2 This Agreement constitutes a legal, valid and binding obligation of Purchaser enforceable against Purchaser in accordance with its terms, except as limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws of general applicability relating to or affecting the enforcement of creditor's rights and general equitable principles.

5.2.3 Intentionally omitted.

5.2.4 Neither Purchaser nor any of its affiliates, nor to its knowledge any of their respective brokers or other agents acting in any capacity in connection with the transactions contemplated by this Agreement, is or will be: (a) conducting any business or engaging in any transaction or dealing with any person appearing on the U.S. Treasury Department's OFAC list of prohibited countries, territories, "specifically designated nationals or "blocked person" (each a "**Prohibited Person**") (which lists can be accessed at the following web address: <http://www.ustreas.gov/offices/enforcement/ofac/>), including the making or receiving of any contribution of funds, goods or services to or for the benefit of any such Prohibited Person; (b) engaging in certain dealings with countries and organizations designated under Section 311 of the USA PATRIOT Act as warranting special measures due to money laundering concerns; (c) dealing in, or otherwise engaging in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224 dated September 24, 2001, relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism"; (d) a foreign shell bank or any person that a financial institution would be prohibited from transacting with under the USA PATRIOT Act; or (e) engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempting to violate, any of the prohibitions set forth in (i) any U.S. anti-money laundering law, (ii) the Foreign Corrupt Practices Act, (iii) the U.S. mail and wire fraud statutes, (iv) the Travel Act, (v) any similar or successor statutes or (vi) any regulations promulgated under the foregoing statutes.

5.3 Mutual. Each of Seller and Purchaser represents to the other that it has had no dealings, negotiations, or consultations with any broker, representative, employee, agent or other intermediary except CBRE, Inc. in connection with the Agreement or the sale of the Property. Seller and Purchaser agree that each will indemnify, defend and hold the other free and harmless from the claims of any other broker(s), representative(s), employee(s), agent(s) or other intermediary(ies) claiming to have represented Seller or Purchaser, respectively, or otherwise to be entitled to compensation in connection with this Agreement or in connection with the sale of the Property. The terms of this Section 5.3 shall survive the Closing, or if the Closing does not occur for any reason, shall survive the termination of this Agreement.

5.4 Survival. The representations and warranties set forth in Section 5.1 and 5.2 and any cause of action with respect thereto shall survive for a period of twelve (12) months from the Closing Date with respect to each Property, at which time such representations and warranties (and any cause of action resulting from a breach thereof) shall terminate (except with respect to Section 5.3, the terms of which shall survive in perpetuity).

6 Costs and Prorations.

6.1 Purchaser's Costs. Purchaser will pay the following costs of closing this transaction:

6.1.1 The fees and disbursements of Purchaser's counsel, inspecting architect and engineer, if any;

6.1.2 One-half (½) of any escrow fees with the Escrow Holder and the License Escrow Agent;

6.1.3 The cost of any ALTA leasehold title insurance policy obtained by Purchaser, including any additional premium charges for endorsements and/or deletions of exception items;

6.1.4 The cost of updating any Survey, if desired by Purchaser; and

6.1.5 Any other expense(s) incurred by Purchaser or its representative(s) in inspecting or evaluating the Property or closing this transaction and, except as provided in this Agreement, any other costs or expense customarily charged to Purchasers in transactions of this nature.

6.2 Seller's Costs. Seller will pay:

6.2.1 The fees and disbursements of Seller's counsel;

6.2.2 One-half (½) of any escrow fees with the Escrow Holder and the License Escrow Agent;

6.2.3 Any real estate transfer, stamp, or documentary taxes;

6.2.4 Any costs incurred internally, for Seller's counsel, or with landlords in obtaining any Consent, estoppel, SNDA, lease terminations or any other documentation required under this Agreement for Closing, or otherwise required under the Leases to effectuate this transaction (except as provided in this Section 6.2.4, Section 6.2.7 and 6.3, all other third party costs, fees or expenses to be paid by Purchaser);

6.2.5 All broker's fees payable to CBRE, Inc.;

6.2.6 Any sales or use taxes imposed on Seller for the transfer of the Personal Property, and any other income or capital gains taxes incurred by Seller;

6.2.7 Costs imposed by any landlord or any mortgagee to provide consents, SNDAs, estoppel certificates, ratification of existing SNDAs, or other similar documentation to the extent required under this Agreement for Closing and to the extent not paid directly by Seller prior to Closing;

6.2.8 Any recording costs for lien releases, the notices of assignment of the Leases and the subleases, and the terminations of the existing leases for each location subject to a Purchaser Direct Lease; and

6.2.9 Any other expense(s) incurred by Seller in closing this transaction and, except as provided in this Agreement, any other costs or expense customarily charged to Sellers in transactions of this nature.

6.3 Exclusions. Notwithstanding anything herein to the contrary, Seller shall not be obligated to pay any assignment fee or other similar charges or fees charged by a landlord or mortgagee, and Purchaser shall not be obligated to pay any assignment fee or other similar charges or fees charged by any other third party, other than (a) reimbursements of reasonable legal fees or other reasonable and customary costs or expenses of such parties and (b) any such assignment fees or other similar charges or fees charged by such parties that (i) are expressly provided for in the Lease or (ii) do not exceed \$2,500 in the aggregate for each Lease.

6.4 Prorations. Rents and any other amounts payable by and to Seller under the Leases including, but not limited to, Seller's share of operating expenses, common area maintenance charges, utility charges, real estate taxes, and any and all sums owing by Seller under the Leases, shall be prorated as of the Closing Date and be adjusted against the Purchase Price on the basis of a schedule (the "**Rent Schedule**") which shall be prepared by Seller and subject to review by and approval of Purchaser at least five (5) business days prior to Closing. Such income and expenses of the Property for the period before the Closing Date shall be for the account of Seller and such income and expenses for the period on and after the Closing Date shall be for the account of Purchaser. The Rent Schedule shall set forth the rent and other amounts paid and the rents and other amounts due but not yet paid for the then-current payment period under each of the Leases (the latter unpaid obligations being referred to herein as the "**Current Rents**"). Installment payments of special assessment liens, vault charges, sewer charges, utility charges and normally prorated operating expenses actually paid or payable as of the Closing Date shall be prorated as of the Closing Date and adjusted against the Purchase Price. All prorations shall be made on a calendar year basis on the actual number of days elapsed. The term Current Rents shall also include any rental payments and other charges due to Seller from any other tenant or subtenant of any of the Properties. The obligation to make prorations shall survive the Closing. If any errors or omissions are made regarding adjustments and prorations as aforesaid, the parties shall make the appropriate corrections promptly upon the discovery thereof. If any estimations are made at the Closing regarding adjustments or prorations, the parties shall make the appropriate corrections promptly when accurate information becomes available. Any corrected adjustment or prorations shall be paid to the party entitled thereto.

6.5 Taxes. General real estate taxes, personal property taxes, special assessments (and installments thereof) and other governmental taxes and charges relating to the Property and payable by Seller under the Leases (collectively, "**Taxes**") payable during the year in which Closing occurs shall be prorated as of the Closing Date and adjusted against the Purchase Price.

7 Damage, Destruction or Condemnation.

7.1 Casualty or Taking. If, prior to Closing, a property under a Lease, any of the Purchaser Direct Leases, and/or the Melrose Property, is damaged by fire or other casualty, or is rendered untenantable, or taken under power of eminent domain, Seller shall promptly notify Purchaser of such fact. Purchaser shall have the option to terminate this Agreement with respect to such Lease, Purchaser Direct Lease, and/or the Melrose Property upon written notice to Seller given not later than ten (10) days after receipt of Seller's notice of such damage or destruction (and, if necessary, the Closing Date shall be extended by the number of days necessary to provide Purchaser such ten (10) day period). If Purchaser elects to terminate this Agreement with respect to such a Lease,

Purchaser Direct Lease, and/or the Melrose Lease, as the case may be, the remainder of this transaction shall be consummated on the date and at the Purchase Price provided for in Section 2, less the portion of the Purchase Price attributable to such Lease or Purchaser Lease, and with respect to the Purchaser Direct Leases and/or the Melrose Lease, such affected lease shall not longer be a Closing condition pursuant to the terms of this Agreement. If Purchaser elects not terminate this Agreement with respect to such Lease, Purchaser Lease, or Melrose Lease, (i) Seller will assign to Purchaser the physical damage proceeds of any insurance policy(ies) payable to Seller, if any, or Seller's portion of any condemnation award, if any, in both cases, up to the amount of the allocated Purchase Price for such Property, and, if an insured casualty, pay to Purchaser the amount of any deductible but not to exceed the amount of the loss; (ii) the parties shall proceed to Closing pursuant to the terms of this Agreement. Purchaser's right to terminate this Agreement with respect to a Lease pursuant to the terms of this Section 7.1, shall be in addition to Purchaser's right to termination contained in Sections 3.2 and 3.3 of this Agreement.

8 Notices. Any notice which a party is required or may desire to give the other party shall be in writing and may be delivered (1) personally, (2) by United States registered or certified mail, postage prepaid, (3) by Federal Express or other reputable courier service regularly providing evidence of delivery (with charges paid by the party sending the notice); or (4) by telecopy or e-mail transmission of a .pdf file, provided that such telecopy or e-mail transmission shall be immediately followed by delivery of such notice pursuant to clause (1), (2) or (3) above. Any such notice shall be addressed as follows (subject to the right of a party to designate a different address for itself by notice similarly given):

If to Seller: Fresh & Easy, LLC
c/o Office of the General Counsel
20101 Hamilton Avenue, Suite 350
Torrance, CA 90502
Attention: Robin Howard
Email: robin.howard@freshandeasy.com

With a copy to: Pircher, Nichols & Meeks
900 North Michigan Avenue, Suite 1000
Chicago, Illinois 60611
Attention: Real Estate Notices (EJML/DJP/5727.4)
Email: realestatenotices@pircher.com, (Subject Line- Re: EJML/DJP/5727.4)

If to Purchaser: CVS Pharmacy, Inc.
One CVS Drive, MC 1160
Woonsocket, RI 02895
Attn: Cheryl A. Green, Counsel – Real Estate (Fresh & Easy Transaction)
Email: cheryl.green2@cvshealth.com

With a copy to: CVS Pharmacy, Inc.
15100 N. 90th Street #110
Scottsdale, AZ 85260
Email: michael.denitto@cvshealth.com

Any notice so given by mail shall be deemed to have been given as of the date of delivery (whether accepted or refused) established by U.S. Post Office return receipt or the overnight carrier's proof of delivery, as the case may be. Any such notice not so given shall be deemed given upon actual receipt of the same by the party to whom the same is to be given. Notices may be given by facsimile or e-mail transmission and shall be deemed given upon the actual receipt of the same by the individual to which they are addressed, and shall be promptly followed by a hard copy notice by mail as provided above. The attorneys for any party hereto shall be entitled to provide any notice that a party desires to give or is required to give hereunder.

9. Escrow and Closing Instructions. This Section constitutes joint escrow instructions to the Escrow Agent for the purpose of completing the sale contemplated by this Agreement. Either party may supplement these escrow instructions by providing Escrow Agent with written escrow instructions consistent with the terms and conditions of this Agreement.

9.1 Opening of Escrow and Deposit. Promptly following the execution of this Agreement by Buyer and Seller, Seller shall deliver three (3) originals of this Agreement to Escrow Agent for execution. Purchaser shall deliver the Deposit to Escrow Agent as provided in this Agreement. Escrow Agent shall place the Deposit in a federally insured account at an institution acceptable to Purchaser. Escrow Agent shall confirm the Effective Date, the date of opening of Escrow and receipt of the Buyer's Deposit by written notice to Buyer and Seller.

9.2 Closing Costs. Allocation of closing costs and prorations shall be made in accordance with the terms of Section 6 above. Escrow Agent shall prepare a documentary transfer tax statement, if any. Notwithstanding the foregoing, in the event of a default by Seller or Purchaser hereunder, all cancellation fees and other Escrow charges shall be borne by the defaulting party.

9.3 Seller's Deliveries. Either before or at Closing, Seller shall deposit with Escrow Agent the following original documents, each executed and, if required, acknowledged, and all other documents consistent with the terms and conditions of this Agreement and reasonably required by Purchaser, the Escrow Agent, and/or the Title Company for Closing:

9.3.1 At least five (5) business days prior to Closing, an assignment and amendment (with landlord consent where required by the terms of the applicable Lease as provided in Schedule II), and including, without limitation, landlord estoppel language confirming the rent, term, and extensions for each Lease, and such landlord's consent to the California Board of Pharmacy access language with respect to each Lease, in the form attached hereto as Exhibit E and incorporated by reference herein (the "**Assignment of Lease**"), with such revisions as are reasonably acceptable to such landlord, Seller and Purchaser, pursuant to which Seller transfers to Purchaser or its permitted Designee,

Seller's interest in each Lease free and clear of all liens and other encumbrances other than the Permitted Encumbrances (as hereinafter defined), and a memorandum thereof in reasonable recordable form, and containing such changes as are reasonably acceptable to Seller and Purchaser. Notwithstanding anything herein or in the form of Assignment of Lease attached as Exhibit E to the contrary, but without limiting Purchaser's obligations under Section 4.6, Seller may request a release from the landlord under each Lease, but the receipt of such release is not a condition of Closing hereunder.

9.3.2 Termination of the existing lease in recordable form for each location subject to a Purchaser Direct Lease, executed by Seller and landlord.

9.3.3 A bill of sale, or bill of sales as may be necessary, in the form attached hereto as Exhibit F and incorporated by reference herein conveying Seller's interest in the Personal Property free and clear of all liens and other encumbrances (the "**Bill of Sale**").

9.3.4 At least five (5) business days prior to Closing, the consents identified on Schedule II, in form reasonably acceptable to Purchaser (the "**Consents**").

9.3.5 At least five (5) business days prior to Closing, a subordination, non-disturbance and attornment agreement from each lender with a mortgage lien on the fee interest in the real property subject to a Lease, and a non-disturbance agreement from any master landlord in each case in the form attached hereto as Exhibit G (the "**SNDA(s)**").

9.3.6 A certificate of Seller respecting the "non-foreign" status of Seller in the form attached hereto as Exhibit H.

9.3.7 If applicable, transfer tax declarations duly executed by Seller and acknowledged in the form required by applicable governmental authorities.

9.3.8 If Purchaser elects to obtain title insurance, evidence reasonably satisfactory to the Title Company that all necessary authorizations of the transaction provided herein have been obtained by Seller, and such other documents and instruments as may be reasonably required by the Title Company in order to consummate the transaction contemplated hereby.

9.3.9 A closing statement ("**Closing Statement**") dated as of the Closing Date and duly executed by Seller, setting forth, among other things, all payments to and from the closing escrow in connection with the purchase and sale of the Property.

9.3.10 The Rent Schedule prepared pursuant to Section 6.3 hereof.

9.3.11 Such other customary closing affidavits and certifications as Purchaser, the Escrow Agent, and/or the Title Company may reasonably request.

9.3.12 Seller's opinion of California counsel, in form and substance reasonably satisfactory to Purchaser, as to the due authorization, execution and delivery of this

Agreement and the Closing documents executed and delivered by Seller and FEFOS, LLC, as the case may be; provided, however, such opinion shall not be required to include, or be deemed to include, an opinion of counsel as to the enforceability of any such document or agreement.

9.3.13 A certificate of legal existence of Seller and FEFOS, LLC, and a certificate of good standing of each from the State of their formation or incorporation, in addition to the State of California, and, with respect to Seller, the State of Arizona.

9.3.14 At least five (5) days prior to Closing, the form of the Melrose Lease shall be agreed to between the parties, and on or before Closing, Seller shall cause FEFOS, LLC to execute and deliver the Melrose Lease to Escrow Agent.

9.3.15 Seller shall deliver discharges of any monetary liens required by Section 3.2 together with evidence reasonably satisfactory to Purchaser and the Title Company that all Title Objections that Seller agreed to cure have been cured. For purposes hereof, a Title Objection shall be deemed cured if (i) the Title Company shall be committed to issue the title policy referenced in Section 11.1.3 below with no exception for such matter (or with affirmative insurance with respect thereto), at no additional cost to Purchaser, and (ii) such manner of curing shall have been set forth in Seller's Title Notice (and Purchaser shall not have elected to terminate this Agreement with respect to such Lease pursuant to Section 3.2 above) or approved by Purchaser in writing.

9.3.16 An assignment for each Sublease, or other lease in existence with respect to each Property, in the form attached hereto as Exhibit I (the "**Assignment of Sublease or Other Leases**"), and a memorandum thereof in reasonable recordable form, together with estoppel certificates of each subtenant or other such tenant as provided in the Assignment of Sublease or Other Leases.

9.4 Purchaser's Deliveries. At the Closing, Purchaser or its Designee shall (i) pay Seller the Purchase Price (subject to adjustments as provided in this Agreement); (ii) execute and deliver to Seller the Assignment of Leases, evidence that the Purchaser Direct Lease for the Chula Vista Property has been executed and delivered, and the Closing Statement; (iii) provide evidence reasonably satisfactory to the Title Company that all necessary authorizations of the transaction provided herein have been obtained by Purchaser, and provide such other documents and instruments as may be reasonably requested by the Title Company in order to consummate the transaction contemplated hereby, including, without limitation, the SNDAs, the memoranda of assignment of leases, and the Melrose Lease, (iv) countersign the transfer tax declarations, if applicable, (v) provide such other customary closing affidavits and certifications as the Escrow Agent may reasonably request, (vi) duly execute and deliver any corporate guaranties required by the terms of Section 4.6, and (vii) have Garfield Beach CVS, L.L.C. execute and deliver the Melrose Lease and have CVS Health Corporation deliver the guaranty thereof, in each case to Escrow Agent for ultimate delivery to Seller at the first Closing hereunder if less than all of the Leases are assigned.

9.5 Possession. Purchaser shall receive possession of the Property upon conclusion of the Closing of the applicable Leases.

9.6 Insurance. Seller shall terminate its policies of insurance as of the Closing Date and Purchaser shall be responsible for obtaining its own insurance thereafter in accordance with the Leases.

9.7 Utility Service and Deposits. Seller shall be entitled to the return of any deposit(s) posted by it with any utility company and Purchaser and Seller shall notify each utility company serving the Property to terminate Seller's account, effective as of the Closing Date, such notice to be in the form of Exhibit J attached hereto.

9.8 Notice Letters. Subsequent to Closing, Seller shall provide to Purchaser copies of form letters to contractors and utility companies serving the Property, advising them of the sale of the Property to Purchaser and the termination of any contracts with respect to the Property.

9.9 Escrow Agent's Closing Obligations. When (a) all of Purchaser's and Seller's conditions precedent set forth in this Agreement have been satisfied or waived in writing by Purchaser, (b) Purchaser and Seller have approved in writing a final closing statement, and (c) Purchaser has wired the funds representing the Purchase Price, as adjusted according to the terms of this Agreement, then Escrow Agent shall: (i) cause the notices of assignments of lease, the notices of lease, the lien releases, and other applicable closing documents to be properly recorded with the real estate records of the applicable county, (ii) pay from funds due Seller, all monetary encumbrances affecting the Property, Seller's share of prorations and Closing costs, and brokerage commissions; (iii) disburse the balance remaining to Seller pursuant to separate instructions from Seller; (iv) disburse any excess funds deposited by Buyer with Escrow Agent to Buyer. In the event these escrow instructions conflict with any of the other terms and provisions of this Agreement, the other terms and provisions of this Agreement shall prevail.

10 Default; Failure of Condition.

10.1 Purchaser Default. Purchaser's failure to comply with any obligation of Purchaser contained in this Agreement in any material respect shall constitute a default hereunder. If Purchaser defaults hereunder, and fails to cure such default within ten (10) days of written notice thereof from Seller to Purchaser, Purchaser and Seller agree that Seller shall be entitled to terminate this Agreement by written notice to Purchaser and Escrow Holder, and upon such termination by Seller, Escrow Holder shall pay to Seller, the Deposit as Seller's sole remedy, and thereafter neither party shall have any rights or liabilities against or to the other (except those which expressly survive the expiration or earlier termination of this Agreement). The parties acknowledge that in the event of Purchaser's default, it is impossible to compute the damages which would accrue to Seller. Taking these facts into account, the parties have agreed that the amount of the Deposit is a reasonable estimate by them of the amount of such damages, and that the Deposit shall constitute liquidated damages.

10.2 Seller Default. Seller's failure to comply with any obligation of Seller contained in this Agreement in any material respect shall constitute a default hereunder. If Seller defaults hereunder, and fails to cure such default within ten (10) days of written notice thereof from Purchaser to Seller (provided, however, such cure period shall not apply to covenants or agreements to be performed at Closing), or if Seller shall refuse or fail to convey the Property as herein provided for any reason other than (i) a material default by Purchaser, (ii) failure of any condition to Seller's obligation close, or (iii) the exercise by Seller of an express termination right granted herein, Purchaser may: (a) terminate this Agreement by giving written notice thereof to Seller, in which event the Deposit will be returned to Purchaser and Seller shall reimburse Purchaser for all of Purchaser's out of pocket expenses incurred in connection with the Purchaser's due diligence and permitting (such out of pocket expenses not to exceed a maximum amount of Two Hundred Thousand and 00/100 Dollars (\$200,000.00); and for Purchaser's reasonable attorneys' fees paid in connection with this transaction (such attorneys' fees not to exceed a maximum amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00)), within ten days of Purchaser's election to terminate, and thereafter the parties shall have no further obligation to each other except for those obligations that expressly survive the termination of this Agreement; (b) waive such default and consummate the transactions contemplated hereby in accordance with the terms of this Agreement; or (c) specifically enforce this Agreement and Seller's obligations hereunder to convey all of the Properties; in each case, all other remedies being waived by Purchaser. As a condition precedent to Purchaser exercising any right to bring an action for specific performance as the result of Seller's default hereunder, Purchaser must commence such action within one hundred twenty (120) days after the occurrence of such default, or if a Closing Date has been scheduled and such Closing Date is later than the occurrence of such default, within one hundred twenty (120) days of such scheduled Closing Date. Purchaser agrees that its failure timely to commence such an action for specific performance within such one hundred twenty (120) day period shall be deemed a waiver by it of its right to commence such an action. Notwithstanding the foregoing, in the event that specific performance is unavailable to Purchaser because Seller sold or contracted to sell one or more of the Leases or other Property to a third party, then Purchaser shall have all available rights and remedies at law or in equity, including, without limitation, the right to file an action to recover damages and Seller shall reimburse Purchaser for Purchaser's out of pocket expenses incurred with Purchaser's due diligence and permitting, and for Purchaser's reasonable attorney's fees paid in connection with this transaction.

11 Miscellaneous.

11.1. Conditions Precedent. It is agreed that the obligations of Purchaser under this Agreement are strictly contingent upon and subject to the satisfaction, or waiver by Purchaser, of each of the following conditions precedent on or before the Closing Date (and Purchaser shall be deemed to have considered fulfilled or waived each such condition upon Closing):

11.1.1 Closing Certifications. Seller will have performed and complied in all material respects with all agreements, covenants and obligations contained in this

Agreement that are required to be performed or complied with by it at or prior to the Closing and each of the representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects on the Closing Date as though made on the Closing Date.

11.1.2 Closing Documents. Seller shall have executed and delivered, or caused to be delivered, all closing documents required pursuant to the terms this Agreement, including, without limitation those contained in Sections 9 and 11.1 hereof to the Escrow Agent, including, without limitation, the Assignments of the Leases, the notices of the assignments of the Leases in recordable form, the terminations of the leases at the Property affected by the Purchaser Direct Leases in recordable form, the Melrose Lease and a memorandum of lease thereof in recordable form, the Bill of Sale, the Assignment of Lease [With Landlord Consent] for each Property, the SNDAs, the assignments of the subleases and other leases in recordable form, the subtenant (or other lease) estoppels, and the Closing Statements.

11.1.3 Title Insurance. The Title Company shall issue, or shall be unconditionally committed to issue, to Purchaser, a current form of an ALTA Extended Coverage Leasehold Policy of Title Insurance for each Lease, insuring the leasehold interest in the land and Improvements, in an amount reasonably determined by Purchaser, effective at and as of the Closing, and being subject only to Permitted Encumbrances. For purposes hereof, "Permitted Encumbrances" shall mean: (i) all presently existing and future liens of real property taxes and assessments, provided such items are not yet delinquent at Closing; (ii) each title and survey matter related to the Property identified on Schedule B to the Title Commitment or shown on the Surveys which were not objected to by Purchaser or for which Purchaser has waived (or been deemed to waive) its objection in accordance with Section 3.2 hereof; (iii) each title or survey matter not objected to by Purchaser and/or consented to by Purchaser; (iv) the Leases, and (v) all matters affecting title to the Property caused by Purchaser or its agents or representatives or created with the express written consent of Purchaser. Notwithstanding the foregoing, the foregoing condition shall be deemed satisfied if Purchaser obtains such title insurance policy in the amount of the Purchase Price for said Lease; provided, however, Purchaser shall be entitled to purchase such additional title insurance coverage as it elects in its sole discretion.

11.1.4 Execution of the Chula Vista Purchaser Direct Lease and the Melrose Lease. Execution and delivery of the Chula Vista Purchaser Direct Lease as provided in Section 1.5 of this Agreement and the termination of Seller's existing lease for such Property; and execution and delivery of the Melrose Lease as provided in Section 3.1.4 of this Agreement shall be conditions to the obligations of Purchaser and Seller to Close on any Leases under this Agreement. The parties acknowledge that the Milpas Property is subject to further environmental due diligence and that the initial Closing with respect to some or all of the other Leases may occur pursuant to Section 2.3 notwithstanding the fact that the Purchaser Direct Lease for the Milpas Property has not been executed and delivered. The Purchaser Direct Lease of the Milpas Property and the termination of Seller's existing lease for such Property shall remain closing conditions for the Closing with respect to the Milpas Property only.

11.1.5 Closing of Multiple Sites. In the event that closing conditions have not been met such that seven (7) of the Leases (which shall include the Chula Vista Lease and the Melrose Lease) are ready to close on the Closing Date, then Seller may elect by written notice to Purchaser given on or before September 11, 2015, either (i) to extend the Closing Date to September 30, 2015, or to such other date or dates mutually agreed to between the parties (but in no event later than the Outside Closing Date); or (ii) proceed to Closing on the Closing Date for those Leases (including the Chula Vista Lease and the Melrose Lease) which are ready to close, and, with respect to the remainder of the Leases, those Leases shall close on September 30, 2015 or on such other date or dates mutually agreed to between the parties (but in no event later than the Outside Closing Date). Nothing contained in this Section 11.1.5 shall be deemed to modify or amend any of the other terms of this Agreement, including without limitation, any of the conditions for Closing contained herein.

11.1.5

11.2 Entire Agreement. This Agreement, together with the Exhibits and Schedules attached hereto, all of which are incorporated by reference, is the entire agreement between the parties with respect to the subject matter hereof, and no alteration, modification or interpretation hereof shall be binding unless in writing and signed by both parties.

11.3 Severability. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

11.4 Applicable Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of California.

11.5 Assignability. Purchaser may not assign this Agreement without first obtaining Seller's written consent. Notwithstanding the foregoing, however, Seller's written consent shall not be required for Purchaser's designation of one or more existing or newly formed affiliates of Purchaser ("**Designees**") to take title to all or a portion of the Property, provided notice of any such designee is provided to Seller no less than ten (10) days prior to the Closing Date. Purchaser's Designees shall have a consolidated net worth of not less than Two Hundred Million Dollars (\$200,000,000.00), provided that (i) the same shall be deemed satisfied if Purchaser delivers a corporate guaranty from CVS Health Corporation of all of the obligations remaining under the Leases, assumed by such Designee in the form attached hereto as Exhibit L and, (ii) without limiting Purchaser's obligations set forth in Section 4.6, Seller acknowledges and agrees that the following affiliates of Purchaser are permitted and approved Designees for all purposes of this Agreement: Longs Drug Stores California, L.L.C. Garfield Beach CVS, L.L.C., and German Dobson CVS, L.L.C. Any assignment in contravention of this provision shall be void. No assignment, whether or not permitted, shall release the Purchaser herein named from any obligation or liability under this Agreement. The Purchaser herein named and any permitted assignee shall be jointly and severally liable for all such obligations and liabilities. Any permitted

assignee shall be deemed to have made any and all representations and warranties made by Purchaser hereunder, as if the assignee were the original signatory hereto.

11.6 Successors Bound. This Agreement shall be binding upon and inure to the benefit of Purchaser and Seller and their respective successors and permitted assigns.

11.7 No Public Disclosure. Prior to Closing, neither Seller nor Purchaser shall make any public disclosure of the terms of this transaction without the prior written consent of the other, and except as required by law or otherwise permitted pursuant to the terms of this Agreement.

11.8 Captions. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions.

11.9 Attorneys' Fees. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

11.10 No Partnership. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest.

11.11 Time of Essence; Computation of Time Periods. Time is of the essence for all purposes of this Agreement. Unless otherwise expressly specified herein, any reference to "days" shall mean calendar days. Days shall be counted by excluding the first day and including the last day; provided, however, if the last day is a non-business day, then it shall be excluded. Accordingly, if the date or last date to perform any act or give a notice with respect to this Agreement shall fall on a non-business day, such act or notice may be timely performance or given on the next succeeding business day. For purpose of this Agreement, the term "business day" means any day other than a Saturday, a Sunday, national holiday or a legal holiday generally observed in the State of California.

11.12 Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Purchaser and Seller agree that a facsimile or .pdf signature of this Agreement is as valid as an original.

11.13 Recordation. Purchaser and Seller agree not to record this Agreement or any memorandum hereof.

11.14 Proper Execution. The submission of this Agreement for examination does not constitute an agreement to sell the Property by Seller or to purchase the Property by Purchaser; and this Agreement shall become effective and binding only upon proper execution and unconditional delivery thereof by Seller and Purchaser, and with respect to the terms applicable to the Escrow Agent, said Escrow Agent.

11.15 Seller Marketing Efforts. During the term of this Agreement, Seller shall not market the Property or engage in negotiations with third parties with respect thereto.

11.16 Waiver of Trial by Jury. The parties hereto waive to the fullest extent permitted by law, trial by jury in any action, proceeding or counterclaim brought by either of such parties against the other with respect to any matter whatsoever arising out of or in any way connected with this Agreement.

11.17 Third Party Beneficiaries. Nothing in the Agreement will be construed to confer any right, benefit or remedy upon any person or entity that is not a party hereto or a permitted assignee of a party hereto, except as otherwise expressly set forth in this Agreement.

11.18 Schedules and Exhibits. All schedules and exhibits to this Agreement are an integral part of this Agreement and are incorporated herein by reference for all purposes of this Agreement.

12 Escrow Instructions and Rights

12.1. Escrow Agent. The Deposit shall be held by the Escrow Agent to be kept or disbursed by the Escrow Agent to the parties entitled pursuant to the terms of this Agreement.

12.2. Disbursements. Escrow Agent shall deliver the Deposit and the Purchaser Price to the party entitled to receive the same pursuant to the terms of this Agreement.

12.3. Litigation. If this escrow shall be involved in litigation or controversy, the parties hereto shall severally hold Escrow Agent free and harmless against loss or expense that may be suffered by it by reason of such litigation or controversy, other than due to its negligence or malfeasance.

12.4. Conflicting Demands. In the event conflicting demands are made, or notices served, upon the Escrow Agent with respect to this escrow, the Escrow Agent shall have, the following rights and obligations:

12.4.1. Disburse the Deposit in accordance with the terms of this Agreement.

12.4.2. Withhold and stop all further proceedings in, and performance of this escrow until the joint written instructions from the parties or receipt of a final court order entered in and action brought by either Seller or Purchaser to determine entitlement to the funds in the escrow.

12.5. Non-Liability of Escrow Agent. The Escrow Agent, in its capacity as escrow agent, is not to be held liable for the sufficiency or correctness of the form, manner of execution or validity of any instruments that might be deposited into the escrow, nor as to the identity, authority, or rights of any person executing the same, nor for failure of any other party to comply with any provisions of any agreement, contract, or other instrument filed herein, and its duties hereunder shall be limited to the safekeeping of money, instruments, or other documents received by it, and for the disposition of the same in accordance with the terms of this Agreement.


12.6. Survival. The provisions of this Section 12 shall survive the Closing Date.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Purchaser and Seller have executed this Purchase and Sale Agreement as of the date set forth above.

SELLER:

FRESH & EASY, LLC, a Delaware limited liability company

By: 
Printed name: Peter McPhee
Its: Chief Financial Officer

PURCHASER:

CVS PHARMACY, INC., a Rhode Island corporation

By: _____
Printed name: _____
Its: _____

CVS Legal Approval: _____

Joinder solely for purposes of the Melrose Lease requirement contained in Section 3.1.4 and for no other purpose.

FEFOS, LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, Purchaser and Seller have executed this Purchase and Sale Agreement as of the date set forth above.

SELLER:

FRESH & EASY, LLC, a Delaware limited liability company

By: _____

Printed name: _____

Its: _____

PURCHASER:

CVS PHARMACY, INC., a Rhode Island corporation

By: 

Printed name: Rick J. Dube

Its: Vice President

CVS Legal Approval: CAB

Joinder solely for purposes of the Melrose Lease requirement contained in Section 3.1.4 and for no other purpose.

FEFOS, LLC,
a Delaware limited liability company

By: _____

Name: _____

Its: _____

IN WITNESS WHEREOF, Purchaser and Seller have executed this Purchase and Sale Agreement as of the date set forth above.

SELLER:

FRESH & EASY, LLC, a Delaware limited liability company

By: _____

Printed name: _____

Its: _____

PURCHASER:

CVS PHARMACY, INC., a Rhode Island corporation

By: _____

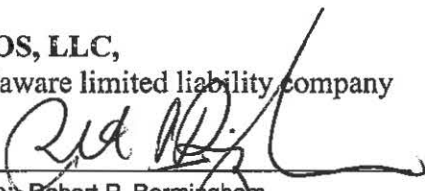
Printed name: _____

Its: _____

CVS Legal Approval: _____

Joinder solely for purposes of the Melrose Lease requirement contained in Section 3.1.4 and for no other purpose.

FEFOS, LLC,
a Delaware limited liability company

By:  _____

Name: Robert P. Bermingham

Its: Vice President and Secretary

Agreed to by Escrow Agent as of the 10th day of September, 2015

Chicago Title Insurance Company, as Escrow Agent

By: 

Name: LAURA L. WENGERT

Title: ESCROW OFFICER

Duly Authorized

List of Exhibits and Schedules:

Exhibit A	Properties
Exhibit B	Liquor Licenses
Exhibit C	Liquor License Escrow Agreement
Exhibit D	Melrose Lease Terms
Exhibit E	Form of Assignment of Lease [With Landlord Consent]
Exhibit F	Form of Bill of Sale
Exhibit G	Form of SNDAs/Non Disturbance Agreement
Exhibit H	Form of FIRPTA Affidavit
Exhibit I	Form of Assignment of Sublease or Other leases
Exhibit J	Notice to Utility Company
Exhibit K	Form of Melrose Lease
Exhibit L	Form of Guaranty
Schedule I	List of Tenants and Occupants
Schedule II	Required Consents
Schedule III	Reports, Notices and Correspondence re Environmental Contamination at Store 1455 Santa Barbara, CA