

**Prepared By:**

STORE Capital Acquisitions, LLC  
8501 E. Princess Drive, Suite 190  
Scottsdale, Arizona 85255  
(480) 256-1108

Return To: First American Title Insurance Company  
2001 Airport Road, Suite 301  
Flowood, MS 39232  
Attn: Melissa Holyfield  
(601) 366-1222

Indexing Instructions: Lot 5, South Lake Commercial Subdivision, Section 36, T1S, R8W,  
Desoto County, MS, PB 55, Page 44.

**AUTHORITY TO CANCEL**  
**(MISSISSIPPI)**

TO THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction of and cancel of record a:  
Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated  
October 17, 2011, executed by STORE Capital Acquisitions, LLC, a Delaware limited liability  
company ("STORE"), in favor of Citibank, N.A., as the original Beneficiary, and recorded on  
October 20, 2011, in Book 3356, Page 29, in the Office of the Chancery Clerk of DeSoto  
County, State of Mississippi (the "Deed of Trust"), conveying the tract or parcel of land as  
described in Exhibit "A" attached hereto.

This Authority to Cancel does not release the right, title, interest and estate held by  
Citibank, N.A., as the current beneficiary under the Deed of Trust, n any other property  
encumbered by any other deeds of trusts, mortgages or deeds to secure debt or assignments of  
rents and leases, or loan modification agreements executed by STORE or its affiliates, in favor  
of Citibank, N.A., and does not affect in any way the indebtedness secured thereby nor the  
liability of any party for the payment thereof or the continued validity of any other collateral given  
to secure said indebtedness, but releases only the lien of the Deed of Trust upon the property  
described on Exhibit A.

4832-4427-0608.1/1  
STORE / FCHUX LLC  
Authority to Cancel  
357 Goodman Road West, Southaven, MS 38671  
Pool 2 - Store #269  
File No. 7210/02-29.18

IN WITNESS WHEREOF, the undersigned, Citibank, N.A., in its capacity as Collateral Agent, appearing by and through STORE Capital Corporation, a Maryland corporation, pursuant to a Limited Power of Attorney from Citibank, N.A., in its capacity as Collateral Agent, dated October 27, 2011, a copy of which is attached hereto as Exhibit B, which power has not been revoked, suspended or terminated as of the date hereof, the present Beneficiary and the Holder of the Note secured by the aforesaid Deed of Trust, with offices at 388 Greenwich Street, Floor 14, New York, New York 10013, has executed this instrument on this 16<sup>th</sup> day of December, 2011.

**CITIBANK, N.A., in its capacity as Collateral Agent**

By: STORE Capital Corporation, a Maryland corporation, its attorney-in-fact

By: [Signature]  
Name: Michael T. Bennett  
Title: Executive Vice President

STATE OF ARIZONA            )  
  ) ss:  
COUNTY OF MARICOPA    )

PERSONALLY APPEARED before me, the undersigned authority in and for the said county and state, on this 14 day of December, 2011, within my jurisdiction, the within named Michael T. Bennett, who acknowledged that (he/she) is the Executive Vice President of STORE Capital Corporation, a Maryland corporation, on behalf of the corporation, as attorney-in-fact, on behalf of Citibank, N.A., and that for and on behalf of the said corporation, and as its act and deed (he/she) executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

[Signature]  
\_\_\_\_\_  
Notary Public

My Commission Expires:  
3-30-14



LESA D FERRIS  
Notary Public—Arizona  
Maricopa County  
Expires 03/30/2014

4832-4427-0606.1/2  
STORE / FCHUX LLC  
Authority to Cancel  
357 Goodman Road West, Southaven, MS 38671  
Pool 2 - Store #269  
File No. 7210/02-29.16

**EXHIBIT A**  
**LEGAL DESCRIPTION**

See attached.

4832-4427-0606.1/3  
STORE / FCHUX LLC  
Authority to Cancel  
357 Goodman Road West, Southaven, MS 38671  
Pool 2 - Store #269  
File No. 7210/02-29.16

**LEGAL DESCRIPTION – Store 269**

**THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF DESOTO, STATE OF MISSISSIPPI AND IS DESCRIBED AS FOLLOWS:**

**Lot 5, South Lake Commercial Subdivision located in Section 36, Township 1 South, Range 8 West, DeSoto County, Mississippi, as per plat thereof of record in Plat Book 55, Page 44, in the Chancery Court Clerk's office of DeSoto County, Mississippi, and being more particularly described as follows:**

**Beginning at an ½" rebar found on the South right-of-way line of Goodman Road West, said pin also being the Northwest corner of Lot 3, Plat Book 55, Page 44, and running thence South 00 degrees 06 minutes 39 seconds East, 290.91 feet to an iron pin; thence run South 89 degrees 53 minutes 21 seconds West, 313.20 feet to an iron pin; thence run North 12 degrees 20 minutes 23 seconds East, 56.00 feet to an iron pin; thence run North 21 degrees 29 minutes 24 seconds East, 133.03 feet to an iron pin; thence run North 45 degrees 27 minutes 40 seconds East, 106.83 feet to an iron pin; thence run North 70 degrees 32 minutes 13 seconds East, 106.57 feet to an iron pin; thence run North 88 degrees 02 minutes 01 seconds East, 75.35 feet to an ½" rebar, said pin being the True Point of Beginning. Containing 71544.35 sq. ft. or 1.6424 acres.**

**EXHIBIT B**  
**LIMITED POWER OF ATTORNEY**

See attached.

4832-4427-0606.1/4  
STORE / FCHUX LLC  
Authority to Cancel  
357 Goodman Road West, Southaven, MS 38671  
Pool 2 - Store #269  
File No. 7210/02-29.16

LIMITED POWER OF ATTORNEY  
FROM CITIBANK, N.A.  
(AS COLLATERAL AGENT)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, pursuant to that certain Master Repurchase Agreement ("MRA") dated as of September 19, 2011 by and among Alpine Securitization Corp. ("Conduit Buyer") and Credit Suisse AG, Cayman Island Branch ("Bank Buyer") (each, as applicable, "Buyer"), Credit Suisse AG New York Branch ("Agent"), and STORE SPE Warehouse Funding, LLC ("STORE SPE") the parties thereto agreed to enter into various transactions wherein Seller transfers to Buyer certain "Eligible Assets" in exchange for transfer of funds by Buyer, with a simultaneous agreement by Buyer to transfer to Seller such "Purchased Assets" at a date certain, against the transfer of funds by Seller; and

WHEREAS, in connection with the MRA and pursuant to that certain Amended and Restated Collateral Agency Agreement, dated as of September 19, 2011 (the "Agreement"), among CITIBANK, N.A. ("Collateral Agent"), STORE Capital Corporation, a Maryland corporation ("STORE Capital"), STORE SPE, any Joining Party Lender, STORE Master Funding I, LLC, a Delaware limited liability company ("Master Funding") and any Joining Party Issuer, Collateral Agent was appointed the initial collateral agent to serve as mortgagee of record with respect to the Eligible Assets (hereafter referred to as "Mortgaged Properties"), in accordance with the terms of the Agreement; and

WHEREAS, pursuant to the terms of the MRA, STORE Capital is granted certain powers, responsibilities and authority in connection with its servicing and administration of the Mortgaged Properties subject to the terms of the MRA; and

WHEREAS, the Collateral Agent (hereafter referred to as "Grantor") has been requested by STORE Capital to grant this Limited Power of Attorney to STORE Capital to enable it to execute and deliver, on behalf of the Grantor, certain documents and instruments related to the Mortgaged Properties and related Leases, thereby empowering STORE Capital to take such actions as it deems necessary to comply with its servicing, administrative and management duties and other obligations under and in accordance with the MRA and Agreement.

Any term not defined herein shall have the meaning described in the MRA and Agreement.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

The Grantor does make, constitute and appoint STORE Capital Corporation, a Maryland corporation, its true and lawful agent and attorney in fact with respect to the Mortgaged Properties and Leases held by the Grantor, in its name, place and stead, to prepare, execute and deliver: (i) any and all financing statements, continuation statements and other documents or instruments necessary to maintain the validity, enforceability, perfection and priority of Grantor's interest in any real property and any Lease with respect to any Mortgaged

Property; and (ii) a subordination and non-disturbance agreement with respect to each Lease that a prudent institutional lender would enter into in similar circumstances.

#### ARTICLE I

As between the Grantor and STORE Capital, STORE Capital may not exercise any right, authority or power granted by this instrument in a manner that would violate the terms of the Agreement or the servicing standard imposed on STORE Capital by the Agreement, but any and all third parties dealing with STORE Capital as the Grantor's attorney in fact may rely completely, unconditionally and conclusively on STORE Capital's authority and need not make inquiry about whether STORE Capital is acting pursuant to the Agreement or such standard. Any trustee, title company or other third party may rely upon a written statement by STORE Capital that any particular lease or property in question is subject to and included under this power of attorney and the Agreement.

#### ARTICLE II

STORE Capital hereby agrees to indemnify and hold the Grantor and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of or in connection with the exercise by STORE Capital of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney, the MRA and the Agreement or the earlier resignation or removal of the Grantor under the Agreement.

STORE Capital further agrees to indemnify and hold the Grantor and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of or in connection with such additional Powers of Attorney given by STORE Capital in favor of its agents or attorneys-in-fact. The foregoing indemnity shall survive the termination of this Limited Power of Attorney, the MRA and the Agreement or the earlier resignation or removal of the Grantor under the Agreement. Third parties without actual notice may rely upon the power granted to said attorney in fact under this Limited Power of Attorney and may assume that, upon the exercise of such power, all conditions precedent to such exercise of power have been satisfied and this Power of Attorney has not been revoked unless an Instrument of Revocation has been recorded.

Nothing contained herein shall be construed to grant STORE Capital the power to initiate or defend any suit, litigation or proceeding brought against Citibank, N.A. as Collateral Agent or in any other capacity. If STORE Capital receives any notice of suit, litigation or proceeding in the name of Citibank, N.A., then STORE Capital shall forward a copy of same to the Grantor immediately upon receipt thereof.

This Limited Power of Attorney is not intended to extend the powers granted to STORE Capital under the MRA or the Agreement or to allow STORE Capitals to take any action with respect to Mortgaged Properties or Leases not authorized by the MRA or the Agreement.

Notwithstanding anything contained herein to the contrary, STORE Capital shall not, without the Grantor's written consent, and such consent shall not be unreasonably withheld: (i) initiate any action, suit or proceeding directly relating to the servicing of a Mortgaged Property or Lease under the Grantor's name without indicating STORE Capital in its applicable, representative capacity, so long as the jurisdictional and procedural rules will allow for this insertion to occur, (ii) initiate any action, suit or proceeding not directly relating to the servicing of a Mortgaged Property or Lease solely under the Grantor's name, (iii) engage counsel to represent the Grantor in any action, suit or proceeding not directly relating to the servicing of a Mortgaged Property or Lease, or (iv) prepare, execute or deliver any government filings, forms, permits, registrations or other documents or take any action with the intent to cause, and that causes, the Grantor to be registered to do business in any state.

### ARTICLE III

This limited power of attorney has been executed and is effective as of this 27<sup>th</sup> day of October, 2011 and the same shall terminate on the date that is the earlier of (i) one year from the date hereof and (ii) the occurrence of any of the following events or until revoked in writing by the undersigned provided, that so long as none of the following events below have occurred or continuing, the Grantor shall execute and deliver a replacement power of attorney:

- i. the termination of STORE Capital under the MRA or the Agreement,
- ii. the transfer of servicing from STORE Capital to another Servicer,
- iii. the appointment of a receiver or conservator with respect to the business of the attorney in fact or STORE Capital, or
- iv. the filing of a voluntary or involuntary petition of bankruptcy by the attorney in fact, STORE Capital, or any of their creditors.

Notwithstanding the foregoing, the power and the authority given to said attorney in fact, shall be revoked with respect to the MRA and the Agreement, the Mortgaged Properties and Leases thereto upon the occurrence of:

- i. the termination of STORE Capital under the MRA or the Agreement, or
- ii. the transfer of servicing from STORE Capital to another Servicer.

Nothing contained herein shall be deemed to amend or modify the Agreement or the respective rights, duties or obligations of the Grantor or STORE Capital thereunder, and nothing herein shall constitute a waiver of any rights or remedies thereunder.

This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York, without regard to conflicts of law principles of such state.

