
Section 1: 8-K (8-K)

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 8-K

CURRENT REPORT

**Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

January 7, 2019
Date of Report (Date of earliest event reported)

STORE Capital Corporation

(Exact name of registrant as specified in its charter)

Maryland
(State or other jurisdiction
of incorporation)

001-36739
(Commission
File Number)

45-2280254
(IRS Employer
Identification No.)

8377 East Hartford Drive, Suite 100
Scottsdale, AZ
(Address of Principal Executive Offices)

85255
(Zip Code)

Registrant's telephone number, including area code: **(480) 256-1100**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligations of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02. Departure of Directors or Principal Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(b) On January 7, 2019, Mr. Christopher K. Burbach, a member of the senior leadership team of STORE Capital Corporation, a Maryland corporation (the “Company”), informed the Company of his decision to resign from his position as Executive Vice President – Underwriting of the Company, effective February 28, 2019.

The Company issued a press release, dated January 9, 2019, regarding Mr. Burbach’s resignation, a copy of which is attached hereto as Exhibit 99.1.

(e) Effective upon his resignation, Mr. Burbach will be engaged by the Company to perform certain transition and support services on a consulting basis. In connection with the performance of his consulting services, Mr. Burbach will receive a consulting fee of \$12,500 per month for the period of March 1, 2019 through the earlier of (a) December 31, 2019 or (b) such date as the Company determines, by written notice to Mr. Burbach, that his services are no longer necessary.

In connection with the foregoing, Mr. Burbach and the Company entered into a Resignation and Consulting Agreement, a copy of which is attached hereto as Exhibit 10.1.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit	Description
10.1	Resignation and Consulting Agreement, dated January 9, 2019, among STORE Capital Corporation, STORE Capital Advisors, LLC, and Christopher K. Burbach.
99.1	Press Release dated January 9, 2019.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

STORE Capital Corporation

Dated: January 9, 2019

By: /s/ Michael T. Bennett
Michael T. Bennett
Executive Vice President-General Counsel

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Section 2: EX-10.1 (EXHIBIT 10.1)

Exhibit 10.1

RESIGNATION AND CONSULTING AGREEMENT

This Transition and Resignation Agreement (the “*Agreement*”) is entered into as of January 9, 2019 by and among STORE Capital Corporation, a Maryland corporation (the “*Guarantor*”), STORE Capital Advisors, LLC, a Delaware limited liability company (the “*Company*”), and Christopher K. Burbach (“*Burbach*”).

RECITALS

A. Burbach is currently employed by the Company as Executive Vice President – Underwriting pursuant to an Employment Agreement, dated November 2, 2017 (the “*Employment Agreement*”).

B. Burbach wishes to voluntarily resign his employment with Company in order to pursue other opportunities, effective February 28, 2019 (the “*Resignation Date*”).

C. The Company agrees with the foregoing and wishes to recognize Burbach’s outstanding contributions to the Company during his service as Executive Vice President – Underwriting and to provide for an amicable and efficient transition of his duties.

NOW, THEREFORE, in consideration of the promises and mutual agreements hereinafter set forth, it is agreed by and between the undersigned as follows:

1. Resignation; Duties and Continuing Obligations.

1.1 Until the Resignation Date, Burbach agrees to continue to comply with the terms of the Employment Agreement.

1.2 Effective upon the Resignation Date, Burbach hereby resigns from his position as Executive Vice President – Underwriting of the Company and the Guarantor and shall no longer be an officer or employee of the Company, the Guarantor or any affiliates thereof.

1.3 Effective upon the Resignation Date, the Employment Agreement will terminate other than the surviving provisions thereof. Burbach agrees to comply with the surviving provisions of the Employment Agreement as stated in Section 15(n) of the Employment Agreement, including, but not limited to, Sections 10 (Noncompetition; Nonsolicitation and Confidentiality), 11 (Intellectual Property), 12 (Disputes) and 14 (Cooperation in Future Matters). For clarity, all post-employment periods referenced in the surviving provisions of the Employment Agreement will be measured from the Resignation Date.

2. Continued Receipt of Compensation Under Employment Agreement. Provided Burbach remains employed with the Company through the Resignation Date, Burbach will receive all compensation and benefits payable to Burbach through the Resignation Date pursuant to the terms of, and as provided under, the Employment Agreement (subject, in the case of benefits, to the terms of any benefit plan documents and applicable law) and any agreements setting forth the terms of any equity incentives granted to, and held by, Burbach pursuant to the Guarantor’s 2015 Omnibus Equity Incentive Plan (the “*Plan*”).

3. **Consulting Services.**

3.1 Following the Resignation Date, Burbach will be engaged as a consultant to the Company and the Guarantor to provide transition and support services (“***Consulting Services***”) to the Company and the Guarantor as reasonably requested by the Chief Executive Officer of the Company (the “***Chief Executive Officer**Consulting Period***

3.2 During the Consulting Period, Burbach’s relationship with the Company and the Guarantor will be that of an independent contractor, and nothing in this Agreement is intended to, or shall be construed to, create a partnership, agency, joint venture, employment or similar relationship. During the Consulting Period, (a) Burbach will not be (i) entitled to any of the benefits that the Company or Guarantor may make available to its employees, including, but not limited to, group health or life insurance, profit-sharing or retirement benefits, or (ii) authorized to make any representation, contract or commitment on behalf of the Company or the Guarantor unless specifically requested or authorized in writing to do so by the Chief Executive Officer, and (b) Burbach will be (i) solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of services and receipt of fees under this Agreement, and (ii) solely responsible maintaining adequate records of expenses, if any, incurred in the course of performing the Consulting Services. No part of Burbach’s consulting fees will be subject to withholding by the Company for the payment of any social security, federal, state or any other employee payroll taxes. The Company will regularly report amounts paid to Burbach by filing Form 1099-MISC with the Internal Revenue Service as required by law.

4. **No Effect on Other Obligations.** This Agreement does not eliminate or change any obligations Burbach may have that are unrelated to the subject matters of this Agreement.

5. **Modification/Waiver.** No modification, amendment or waiver of any of the provisions contained in this Agreement shall be binding upon any party hereto unless made in writing and signed by such party or by a duly authorized officer or agent of such party.

6. **Headings.** Headings used in this Agreement, as designated by bold typeface, are for convenience only and shall not be used to interpret or construe this Agreement’s provisions.

7. **Applicable Law.** The validity, interpretation and performance of this Agreement shall be construed and interpreted according to the laws of the United States of America and the State of Arizona.

8. **Fees and Costs.** The parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with the execution of this Agreement.

9. **Execution in Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission or e-mail in PDF format will have the same effect as physical delivery of the document bearing the original signature.

10. **Entire Agreement.** Subject to the continued effectiveness of the Employment Agreement through the Resignation Date, this Agreement, including the surviving provisions of the Employment Agreement, is intended to be the entire agreement between the parties and supersedes and cancels any and all other and prior agreements, written or oral, between the parties regarding this subject matter. No other agreements or understandings of any kind concerning the subject matter of this Agreement, whether express or implied in law or fact, have been made by the parties to this Agreement.

(Signatures on following page)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

BURBACH

Dated: January 9, 2019

/s/ Christopher K. Burbach
Christopher K. Burbach

STORE CAPITAL CORPORATION

Dated: January 9, 2019

By:/s/ Michael T. Bennett
Name: Michael T. Bennett
Title: Executive Vice President – General Counsel

STORE CAPITAL ADVISORS, LLC

Dated: January 9, 2019

By:/s/ Michael T. Bennett
Name: Michael T. Bennett
Title: Executive Vice President – General Counsel

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Section 3: EX-99.1 (EXHIBIT 99.1)

Exhibit 99.1



STORE Capital Announces Departure of EVP, Christopher K. Burbach

SCOTTSDALE, Ariz.--(BUSINESS WIRE)-- STORE Capital Corporation (NYSE: STOR), an internally managed net-lease real estate investment trust (REIT) that invests in Single Tenant Operational Real Estate, today announced that Christopher K. Burbach, Executive Vice President — Underwriting, notified STORE of his decision to resign to pursue an opportunity to launch an investment strategy and indexing firm focused on the publicly traded net-lease real estate sector.

Mr. Burbach will depart STORE effective February 28, 2019 and will consult with STORE’s executive and underwriting teams to ensure a seamless transition for the Company and its customers. His responsibilities will be assumed by other members of STORE’s senior credit team.

“Chris has been a core member of our executive team for more than a decade, including six years with our predecessor company,” said Christopher Volk, Chief Executive Officer. “Moreover, he has mentored a team of outstanding underwriters who put investment safety and risk mitigation first and are well-equipped to continue to apply STORE’s rigorous underwriting principles in our business. We are very grateful to Chris for his many contributions to STORE and wish him the very best in his new endeavor.”

Mr. Burbach said, “I want to thank Chris and the other members of STORE’s senior leadership team for the opportunity to help build STORE into a market leading net-lease REIT over these past seven years. Along the way, it became clear to me that net-lease REITs, both individually and collectively as a sector, are misunderstood and underappreciated by the market relative to other real estate sectors and fixed income investment alternatives. I am setting out to change that.”

About STORE Capital

STORE Capital Corporation is an internally managed net-lease real estate investment trust, or REIT, that is the leader in the acquisition, investment and management of Single Tenant Operational Real Estate, which is its target market and the inspiration for its name. STORE Capital is one of the largest and fastest growing net-lease REITs and owns a large, well-diversified portfolio that consists of investments in over 2,000 property locations, substantially all of which are profit centers, in 49 states. Additional information about STORE Capital can be found on its website at www.storecapital.com.

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Source: STORE Capital Corporation

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