

AGREEMENT OF SALE

This Agreement of Sale of Real Estate dated _____, 20__, between WAWA, INC., whose address is 260 W. Baltimore Pike, Wawa, Pennsylvania ("Seller") AND
Buyer's name: _____ ("Buyer")
Buyer's Social Security No. or Tax ID No.: _____
Buyer's address: _____
Buyer's telephone number: _____ Cell Phone number: _____
Buyer's fax number: _____
Buyer's email address: _____

The words Buyer and Seller jointly and severally includes all buyers and sellers listed above.

1. Agreement to Sell and Purchase. For the Purchase Price (defined in Section 2, below) and subject to the terms and conditions hereof, Seller agrees to sell to Buyer, and Buyer agrees to purchase, all of Seller's right, title and interest in and to approximately 1.41 acres of land, situated at Block 2002, Lots, 18, 19 and 21 Egg Harbor, New Jersey, as more particularly described in Exhibit "A" hereto, together with the buildings, structures, improvements and fixtures erected or located thereon, the tenements, hereditaments, appurtenances, rights of way, strips, gores, easements, rights and privileges in any way pertaining or beneficial to the land (collectively, the "Property").

2. Purchase Price. The purchase price for the Property was determined by means of an auction ("Auction") held on December 15, 2009 ("Auction Date"), which auction was conducted by the Traiman Corporation ("Traiman"). The purchase price is the sum of the Buyer's highest bid at the Auction plus a premium as set forth below:

High bid	\$ _____
Buyer's premium of ten percent (10%)	\$ _____
Total Purchase Price of (the "Purchase Price")	\$ _____

3. Payment of Purchase Price. Buyer will pay the Purchase Price as follows:

(a) Paid on account by guaranteed funds (bank cashier's check or personal check accompanied by an original bank letter or irrevocable guaranteed payment) on the Auction Date	\$ _____
(b) Paid on account by personal check on the Auction Date (balance of 15% deposit)	\$ _____
(c) At Closing (as hereinafter defined), in cash or by certified or bank cashier's check	\$ _____
TOTAL:	\$ _____

The funds referenced in Sections 3(a) and (b) above shall collectively be referred to herein as the "Deposit". The Deposit will be held by Land Services USA, Inc. ("Escrow Agent") in a custodial escrow bank account until Closing. If Closing occurs in accordance with this Agreement, the principal amount of the Deposit and any interest earned on the Deposit will be

credited to Buyer. If there is a dispute between Buyer and Seller over who is entitled to the Deposit, Escrow Agent will not be responsible to resolve that dispute and will not be liable to either Buyer or Seller for refusing to release the Deposit without a written agreement between Buyer and Seller or a final order of a court of competent jurisdiction. **Absent a default by Seller, all Deposits are absolutely non-refundable (except as expressly set forth herein) and the Buyer shall be responsible to reimburse Seller for all legal fees and costs expended in the event of a Buyer default and Buyer fails to execute a release of the deposit to Seller.**

4. Seller's Approval. **Buyer acknowledges that under the terms and conditions of the Auction at which the Property was offered at auction, that among the conditions announced was that this Agreement is subject to the approval of Seller.** Pending such approval, Buyer shall be bound by this Agreement with the same force and effect as if no such approval were required. If this Agreement is not approved in writing by Seller within fourteen (14) days following the Auction Date, the deposit monies paid on account will be returned to Buyer, without interest, and this Agreement shall be deemed terminated, and shall become null and void, and Buyer shall have no further rights or claims of any kind against Seller. Seller may approve this Agreement by signing this Agreement, and faxing the same to Buyer or depositing in the United States Mail, certified mail, and advising Buyer of such deposit by telephone.

5. Closing. The closing of the conveyance of the Property ("Closing") shall be held within forty five (45) days following the Auction Date (or if on Saturday, Sunday or holiday, the next business day) ("Closing Date"), at 11:00 a.m. local time, provided that this Agreement has not otherwise been terminated in accordance with the terms and conditions set forth herein. Closing shall be held at the offices of Steve Nehmad, Esquire, 4035 Ocean Heights Avenue, Egg Harbor Township, New Jersey, 08234 or Escrow Agent or via mail through an escrow conducted by Escrow Agent.

6. Quality of Title. It shall be a condition precedent to Buyer's obligation to complete Closing that title to the Property at Closing shall be good and marketable and free and clear of all monetary liens and all encumbrances, subject only to the following (collectively, the "Permitted Exceptions"): (a) municipal agreements or bonds, if any, assumed by Buyer pursuant to Section 8(b) hereof, (b) building and use restrictions of record; (c) vehicular or pedestrian easements and rights of way of record; (d) matters visible on the ground or which would be revealed by a proper and complete ALTA land title survey of the Property; (e) water, sewer, gas, electric, cable television or other utility easements, and telephone lines or easements therefor of record or as presently installed; (f) prior grants or severances, (g) reservations or leases of coal, oil, gas, or other minerals as shown by instruments of record; (h) easements apparent upon inspection of the Property and easements, restrictions, reservations, and conditions of record; and (i) any and all environmental maintenance or remediation obligations associated with or relating to the Property, including, but not limited to any administrative orders issued by the United States Environmental Protection Agency, if any. Nothing in this Agreement shall be construed to release or nullify any liability to any governmental entity under police or regulatory requirements that any entity would be subject to as the owner or operator of the Property after the Closing.

Such title shall be insurable, subject to the Permitted Exceptions and standard exceptions, by a reputable title insurance company. Buyer agrees to use Escrow Agent for purposes of obtaining title insurance. Within five (5) days following Seller's approval of this Agreement in accordance with Section 4 hereof, Buyer shall notify Seller in writing as to the

extent, if any, which title to the Property is not in conformity with the requirements of this Agreement, and shall provide Seller with a copy of a current title insurance commitment or information certificate with respect to the Property issued by Escrow Agent. If Buyer notifies Seller of any title objection or defect other than the Permitted Exceptions or standard exceptions, and if within ten (10) days thereafter Seller notifies Buyer that clearing such objection or defect would require Seller to incur expenses or to take action which Seller is unwilling to incur or to take, then at any time thereafter Seller and Buyer each shall have the right to terminate this Agreement.

7. Seller's Disclaimer and Release.

(a) SELLER HAS NOT MADE, AND DOES NOT MAKE IN THIS AGREEMENT OR WILL MAKE IN ANY CLOSING DOCUMENT, AND BUYER HEREBY WAIVES AND SHALL BE FOREVER BARRED FROM ASSERTING ANY CLAIM, DEMAND, COMPLAINT, SUMMONS, SUIT OR PROCEEDING OF ANY NATURE AGAINST SELLER OR TRAI MAN, OR THEIR OFFICERS, PARTNERS, DIRECTORS, SHAREHOLDERS AND EMPLOYEES, WITH RESPECT TO, ANY REPRESENTATION, WARRANTY, PROMISE, COVENANT, AGREEMENT OR STATEMENT OF ANY NATURE CONCERNING (I) ANY LATENT OR PATENT DEFECTS, ANY HIDDEN OR CONCEALED CONDITIONS, OR ANY SUBSOIL, GROUNDWATER OR GEOLOGICAL CONDITIONS, (II) THE CONDITION, STRUCTURAL INTEGRITY, OPERABILITY, MAINTENANCE OR REPAIR OF ANY IMPROVEMENTS, (III) THE PRESENCE, USE, GENERATION, STORAGE OR RELEASE OF HAZARDOUS MATERIALS (DEFINED BELOW) IN, ON, UNDER OR ABOVE THE PROPERTY, WHETHER OCCURRING PRIOR TO, ON OR AFTER THE CLOSING, OR (IV) THE COMPLIANCE OF THE PROPERTY OR VIOLATION OF ANY LAW, STATUTE, ORDINANCE, RULE OR REGULATION OF ANY GOVERNMENTAL ENTITY, INCLUDING, WITHOUT LIMITATION, APPLICABLE ZONING ORDINANCES, BUILDING AND HEALTH CODES. THE PROPERTY IS BEING SOLD IN ITS "AS-IS, "WHERE-IS" CONDITION, AND SELLER HEREBY DISCLAIMS ANY WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE.

As used in this Agreement:

"Hazardous Materials" means any substance or material which is defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous waste", "acutely hazardous waste", "restricted hazardous waste", "toxic substances", or "known to cause cancer or reproductive toxicity" (or words of similar import), petroleum products (including crude oil or any fraction thereof) or any other chemical, substance or material which is prohibited, limited or regulated under any federal, state or local law, ordinance, regulation, order, permit, license, decree, common law, or treaty now or hereafter in force regulating, relating to or imposing liability or standards concerning materials or substances known or suspected to be toxic or hazardous to health or safety, the environment or natural resources (collectively, "Environmental Laws"); and

"Release" means any spill, leak, emission, discharge or disposal of Hazardous Materials into the environment other than pursuant to permits issued under applicable Environmental Laws.

(b) BUYER ACKNOWLEDGES THAT BUYER HAS BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY (INCLUDING MAKING SUCH ENVIRONMENTAL INVESTIGATION AS BUYER DEEMS APPROPRIATE) AND HAS

ADEQUATELY INSPECTED THE PROPERTY OR HAS WAIVED THE OPPORTUNITY TO MAKE SUCH AN INSPECTION. BUYER FURTHER ACKNOWLEDGES THAT BUYER HAS ENTERED INTO THIS AGREEMENT AS A RESULT OF THE INSPECTION MADE BY BUYER AND NOT AS A RESULT OF ANY ADVERTISEMENT, HANDBILL, DOCUMENTATION, PLAN, SURVEY, DATA, REPORT OR ANY OTHER REPRESENTATION, OR WARRANTY, EITHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, MADE BY SELLER, ANY OF ITS EMPLOYEES, REPRESENTATIVES, AGENTS, OR THE LIKE, ANY SELLING AGENT OR BY TRAIMAN BUYER FURTHER AGREES THAT NEITHER SELLER NOR TRAIMAN SHALL BE RESPONSIBLE FOR ANY ERRORS IN ANY ADVERTISEMENT, HANDBILLS, DOCUMENTATION, PLAN, SURVEY, DATA, REPORT OR ANNOUNCEMENT MADE OR PROVIDED BY SELLER OR TRAIMAN NOR FOR ANY AGREEMENT, CONDITION, OR REPRESENTATION, INCLUDING BUT NOT LIMITED TO ANY REPRESENTATION REGARDING THE VALUE OF ANY REAL ESTATE, OR ANY STIPULATION, ORAL OR WRITTEN, NOT CONTAINED IN THIS AGREEMENT. BUYER HAS MADE AN INDEPENDENT DETERMINATION OF THE VALUE OF THE PROPERTY AND HAS NOT RELIED ON ANY INFORMATION FROM SELLER OR SELLER'S AGENT(S) REGARDING THE PROPERTY'S VALUE.

(c) Environmental Issues. Buyer, at Buyer's expense, has the right to have the Property inspected for possible environmental hazards, if it deems the same necessary, by a reputable environmental investigation company, provided, however, that Buyer shall not be permitted to perform any drilling or invasive testing without Seller's express, written permission. A copy of said company's report shall be submitted to Seller within twenty (20) days of the date of this Agreement. If the inspection reveals evidence of environmental hazards in violation of applicable Environmental Laws, that Buyer desires to have said hazards remediated, Seller shall have twenty (20) days from the date of Seller's receipt of said report to notify Buyer whether Seller will in its sole and absolute discretion (a) effect the remediation, and upon what terms and conditions or (b) decline to remediate. If Seller declines to implement the remediation, as determined by Seller in its sole and absolute discretion, Buyer shall have five (5) days thereafter to notify Seller whether Buyer will go to settlement without said remediation being effected (with no reduction of sale price), or declare this Agreement null and void, in which event all Deposits shall be returned to Buyer. If Seller agrees to remediate, then Buyer shall have five (5) days to accept the terms and conditions of Seller's remediation proposal. Failing notification in writing to the contrary, Buyer shall be deemed to have accepted Seller's remediation proposal.

Buyer shall not conduct any testing permitted hereunder in a manner so as to cause damage, loss, cost, or expense to Seller or the Property, and Buyer will indemnify, protect, defend, and hold Seller and the Property harmless from and against any damage, loss, liability, cost, or expense, including, without limitation, Seller's reasonable counsel fees and costs of suit which are suffered as a result of Buyer's inspections or testing of the Property. The foregoing indemnity shall survive closing or the termination or cancellation of this Agreement. Without limiting the foregoing, if any inspection or test conducted by Buyer pursuant hereto damages the Property in any way, Buyer will restore the Property to the same condition as existed before the inspection or test. Prior to any testing, Buyer's contractors shall produce evidence of insurance satisfactory to Seller and shall name Seller as an additional insured on that policy.

8. Apportionments at the Closing.

(a) All real property taxes, charges for utilities, and water and service charges (if any) will be adjusted between the parties as of midnight of the day immediately preceding the