

AGREEMENT OF SALE
(4010 Columbia Avenue, Columbia, Lancaster County, PA)
(WFM #169)

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 2.8 acres acres more or less of land, situated at Route 462 and Prospect in West Hempfield Township, Lancaster County, Commonwealth of Pennsylvania, being identified as Block 4, Lots 1 and 2 and Block 3, a portion of Lot 8, 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 _____, 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 Escrow Agent located at 602 East Baltimore Pike, Media, Delaware County, Pennsylvania 19063 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 TRAIMAN, 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 date of Closing. Taxes, general and special, shall be adjusted on the basis of the fiscal period for which assessed. All other settlement expenses, including without limitation, title searches, title insurance, mechanics lien insurance, flood insurance and cost of survey shall be paid by Buyer.

(b) Buyer acknowledges and agrees that all or a portion of the Property may be subject to various agreements with local municipal authorities relating to the construction of various site improvements on the Property, including but not limited to: site improvement construction and/or maintenance agreements, bonds guaranteeing the construction and maintenance of site improvements, stormwater management construction and/or maintenance agreements and bonds guaranteeing the construction and maintenance of stormwater management facilities (collectively, "Site Improvement Documents"). Buyer hereby agrees to: (i) purchase the Property subject to any such Site Improvement Documents, (ii) accept an assignment of the Site Improvement Documents from Seller, (iii) pay to Seller at Closing an amount necessary to satisfy the bond requirements, if any, contained in the Site Improvement Documents and/or reimburse Seller for any such amounts previously paid by Seller in connection therewith and (iv) execute any and all documents required to be executed by the appropriate municipal authorities necessary to accomplish the assignment and assumption of the Site Improvement Documents contemplated in this Section 8(b).

9. Transfer Taxes. At Closing, Seller and Buyer shall each pay one-half (1/2) of all realty transfer taxes, if any, applicable to the conveyance effected by the Deed.

10. Deed

(a) At Closing, Seller shall deliver to Buyer a legally sufficient special warranty deed (or the equivalent of such form of deed), suitable for recording ("Deed") in form reasonably satisfactory to Buyer, sufficient to vest in Buyer title to the Property in accordance with this Agreement. Seller shall pay all documentary taxes and taxes due as a result of any abatement of taxes, for prior agricultural or farm use of the Property, if applicable. At Closing, Seller shall (i) execute and deliver such customary affidavits and certifications as Escrow Agent, which shall be Buyer's title insurance company, shall require, including certificates necessary to delete standard title insurance exceptions, and (ii) all documents required by the Escrow Agent which are reasonably necessary in order for Escrow Agent to issue a title insurance policy to Buyer insuring title to the Property in accordance with this Agreement.

11. COAL NOTICE. THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984, as amended and is not intended as notice of unrecorded instruments, if any.) The deed from Seller to Buyer shall contain the foregoing

notice and shall also contain, and Buyer shall sign, the notice specified in the Bituminous Mine Subsidence and Land Conservation Act of 1966.

12. Status of Sewer.

(a) Under the terms of the Pennsylvania Sewage Facilities Act of January 24, 1966, No. 537 P.L. 1535 as amended. Seller represents that a community sewage system does exist or is available.

(b) Seller expressly disclaims any actual or implied representation or warranty regarding the suitability and capacity of any sewer service for any particular purpose. Buyer is solely responsible for determining the suitability and capacity of any sewer service for any particular purpose.

13. INTENTIONALLY OMITTED.

14. Water Availability and Suitability. Seller expressly disclaims any actual or implied representation or warranty regarding the availability, capacity, and suitability of water service to or on the Property. Buyer is solely responsible for determining the availability, capacity and suitability of any water service for any particular purpose.

15. Highway Access. Access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.

16. Real Estate Recovery Fund. If the Buyer is being represented at the Auction by a licensed real estate agent, buyer is made aware that a Real Estate Recovery Fund has been established by the Commonwealth of Pennsylvania to reimburse any person who has obtained a final civil judgment against a Pennsylvania real estate licensee as a result of fraud, misrepresentation, or deceit in a real estate transaction, if that person has been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658.

17. Performance of Duties. For the purpose of the Auction, Traiman is performing its duties solely under the rules and regulations set forth in the Auctioneer and Auction Licensing Act of the Commonwealth of Pennsylvania. For information call (717) 783-3397.

18. Waiver of Tender. Tender at the time of Closing of an executed Deed by Seller and the balance of the Purchase Price by Buyer are hereby mutually waived, but nothing herein contained shall be construed as to relieve Seller from the obligation to deliver the Deed or to relieve Buyer from the concurrent obligation to pay the balance of the Purchase Price.

19. Time of the Essence. Time wherever specified herein for satisfaction of conditions or performance of obligations by Seller or Buyer is of the essence of this Agreement.

20. Possession. At Closing, Seller shall deliver to Buyer actual possession of the Property, vacant and free of all leases and rights of possession.

21. Buyer's Default. If Seller complies with all of its obligations under this Agreement, and at the time of Closing Buyer is in default in the observance or performance of its obligations hereunder, then Seller shall have the right to retain the Deposit as liquidated damages and this Agreement shall terminate and be null and void. Seller's right to retain the Deposit as liquidated damages as specified in the preceding sentence shall be the sole remedy available

to Seller in the event of any default by Buyer hereunder. Buyer acknowledges that the provisions of this Section 21 are a material inducement to Seller entering into this Agreement with Buyer.

22. Seller's Default. If on the date of this Agreement or at the time of Closing title to the Property is not as required by this Agreement, or if Seller otherwise defaults in any of its obligations hereunder, then Buyer shall have the right to terminate its obligations hereunder and to be paid the Deposit, or to take such title to the Property as Seller can give without adjustment of the Purchase Price. Buyer's right to terminate this Agreement or to take title to the Property as specified in the preceding sentence shall be the only remedies available to Buyer in the event of any default by Seller hereunder.

23. Casualty. If the Property, or a material part thereof, is destroyed, damaged or lost by fire or other casualty or cause prior to Closing, Buyer shall have the right to terminate this Agreement. If Buyer shall not elect to terminate this Agreement, then at Closing Seller shall pay to Buyer all money theretofore paid to Seller by reason of such fire, casualty or cause (not to exceed the Purchase Price), and shall assign to Buyer all of Seller's claims and rights with respect to such fire, casualty or cause, including without limitation all rights and claims under all applicable policies of insurance.

24. Condemnation. If the Property, or any material part thereof, is taken or threatened to be taken by eminent domain prior to Closing, Buyer may cancel this Agreement by giving notice to Seller, in which case the Deposit shall be returned to Buyer, and the parties shall have no further obligations hereunder.

25. Due Authorization. Buyer and Seller represent to each other the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been authorized by all respective corporate action and no other corporate proceedings on the part of such party are necessary to authorize this Agreement or the carrying out of the transactions contemplated hereby. This Agreement is binding and enforceable upon such party, its successors and assigns, in accordance with its terms, subject to the application of any bankruptcy law or other law for the relief of debtors.

26. Representations of Buyer. The Buyer represents and warrants that Buyer presently has sufficient cash and assets to pay the Purchase Price in full. This Agreement is not contingent in any way upon Buyer obtaining a mortgage or any other type of financing to complete the purchase or selling any other property.

27. Inspection of Property. Seller agrees to permit inspections of the Property by authorized appraisers, reputable certifiers, insurer's representatives, surveyors, municipal officials and/or Buyer as may be reasonably required by Buyer, Buyer's mortgage lender, if any, and insuring agencies. Buyer shall leave the Property in a condition similar to that in which it was found and any such inspections shall not disrupt the business or operations of any stores owned and operated by Seller on any adjacent property. Buyer shall indemnify, defend and hold Seller harmless from any claims, damages, or liabilities arising out of or related to any such inspections.

28. Advertising of Auction. Buyer agrees and acknowledges that lot sizes, lot areas, lot plans, building descriptions, building locations, and equipment and contents of the buildings, shown or described in any circular or other advertisement of this auction sale may not be accurate. Buyer further agrees and acknowledges that Buyer is relying upon Buyer's own

inspection of the Property and not upon any other description or representation made by Seller or Seller's agents.

29. Non-Foreign Interest. Seller is not a "foreign person" (as defined in Section 1445(f) of the United States Internal Revenue Code of 1954, as amended (the "Code") and Seller will, at Closing, furnish an appropriate affidavit to such effect in order that no withholding of tax will be required pursuant to Section 1445 of the Code.

30. Notices. All notices required by or relating to this Agreement shall be in writing and shall be transmitted by telefax or telegram, or mailed United States registered or certified mail, return receipt requested, postage prepaid, to the other respective party at its address above set below, or at such other address as such other party shall designate by notice, and shall be effective when delivered to such address.

To Seller:

Wawa, Inc.
260 West Baltimore Pike
Wawa, Pennsylvania 19063
Attn.: Associate General Counsel
Facsimile: (610) 358-8852

With a copy to:

Traiman Corporation
527 Plymouth Road, Suite 416
Plymouth Meeting, Pennsylvania 19462
Attn: Douglas Clemens
Facsimile: (215) 799-0656

To Buyer:

To Escrow Agent:

Land Services USA, Inc.
602 E. Baltimore Pike, Suite 100
Media, PA 19063
Attn.: Elva C. Johnson, Senior Commercial Closer
Facsimile: (610) 566-5775

31. Assignability. Buyer may not assign its rights and obligations under this Agreement without Seller's prior written approval, which approval may be withheld, conditioned or denied in Seller's sole discretion.

32. Recording. This Agreement, or any memorandum of this Agreement, shall not be recorded in the land records of the County in which the Property is located. Any recording or

attempt at recording will be deemed a breach of this Agreement and such recording shall be null and void.

33. Whole Agreement; Amendments. This Agreement sets forth all of the agreements, representations, warranties and conditions of the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements, representations, warranties and conditions. The exhibits referred to herein constitute parts of this Agreement. No alteration, amendment, modification or waiver of any of the terms or provisions hereof, and no future representation or warranty by either party with respect to this transaction, shall be valid unless the same be in writing and signed by the party against whom enforcement of same is sought.

34. Captions. The captions of the sections of this Agreement are for convenience only and have no meaning with respect to this Agreement or the rights or obligations of the parties hereto.

35. Counterparts. This Agreement may be executed by the parties hereto in any number of separate counterparts, all of which, when delivered, shall together constitute one and the same Agreement.

36. Governing Law. The laws of the state in which the Property is situated shall govern this Agreement, and all issues arising hereunder.

37. Survival of Obligations. The respective indemnification obligations of the parties, the provisions of Sections 7, 10, and 26 hereof and any other obligations set forth herein, including, but not limited to, those obligations set forth in Section 8(b), that cannot by their nature be performed prior to Closing shall survive Closing and delivery of the Deed.

38. Section 1031 Exchange. In the event Seller elects to sell the Property pursuant to a purchase and sale transaction contemplated by §1031 of the Internal Revenue Code (an "exchange"), Buyer shall cooperate with Seller in connection therewith. Buyer agrees to execute agreements reasonably required by Seller to effect the exchange, provided that Buyer shall incur no additional liability or expense in connection with the exchange and shall not be required to acquire or convey any other property as part of the exchange. In consideration for Buyer's agreement, Seller shall pay all costs associated with the exchange, and shall and does hereby release Buyer, its successors, assigns, employees, trustees and attorneys (collectively, the "Buyer Releasees") from any and all liability, suit, damage, claim, loss or expense of any kind or nature whatsoever that it ever had, now has or may have against the Buyer Releasees arising out of or in any way connected with the exchange and/or the qualification of the transaction as an exchange and does hereby indemnify and hold the Buyer Releasees harmless and agrees to defend the Buyer Releasees against any and all liability, suit, damage, claim, loss or expense including, without limitation, reasonable attorneys' fees arising out of or in any way connected with the exchange and/or the qualification of the transaction as an exchange.

39. Buyer's Compliance. Buyer represents and warrants that Buyer and each person, government agency or entity owning an interest (directly or indirectly) in Buyer (i) is not identified on any List maintained by the Office of Foreign Asset Control, OFAC, or the United States Department of Commerce, Bureau of Industry and Security or any other U.S. agency, and (ii) is not a person or entity with whom a United States person is prohibited to engage in transactions pursuant to any trade embargo, economic sanction, or other prohibition of United States law or regulation or Executive Order of the President of the United States.

40. Severability. In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not effect the remainder hereof, and the remaining provisions shall continue in full force and effect at the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

41. Litigation. In the event of any litigation between the parties in relation to or in connection with this Agreement or the transaction contemplated herein, the unsuccessful party, in addition to all other sums which the unsuccessful party may be required to pay, shall be required to pay all costs of court and the successful party's reasonable attorneys' fees.

42. Date for Performance. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires or occurs, as the case may be, on a Saturday, Sunday or legal or bank holiday, then such time period will be automatically extended through the close of business on the next following business day.

43. Waiver. The failure to enforce any particular provision of this Agreement on any particular occasion shall not be deemed a waiver by either party of any of its rights hereunder, nor shall it be deemed to be a waiver of subsequent or continuing breaches of that provision, unless such waiver be expressed in a writing signed by the party to be bound.

44. WAIVER OF JURY TRIAL. EACH PARTY HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY EITHER PARTY IN CONNECTION WITH ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF PARTIES HEREUNDER, BUYER'S USE OR INTENDED USE OF THE PROPERTY AND/OR ANY CLAIMS OF INJURY OR DAMAGE.

[Signatures appear on following pages.]

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

SELLER:

WAWA, INC.

Attest: _____

By: _____(Seller)

Name: _____

Name: _____

Title: Assistant Secretary

Title: Vice President

BUYER:

Witness: _____

By: _____(Buyer)

Name: _____

Title: _____

EXHIBIT A

PROPERTY DESCRIPTION