

**AGREEMENT OF SALE**  
**WFM 8039 - 3674 Market Street,**  
**Upper Chichester Twp., Delaware County, Pennsylvania**

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 4.93 acres of land, situated at 3674 Market Street, Upper Chichester Twp., Delaware County, Pennsylvania, 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 Escrow Agent at 602 E. Baltimore Pike, Media, Pennsylvania 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

