



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
Master Agreement

Order Date: 03-31-2023

CORRECT ORDER NUMBER MUST
 APPEAR ON ALL PACKAGES, INVOICES,
 AND SHIPPING PAPERS. QUESTIONS
 CONCERNING THIS ORDER SHOULD BE
 DIRECTED TO THE DEPARTMENT
 CONTACT.

Order Number:	CMA 0212 0212 FUELW21D 4	Procurement Folder:	861983
Document Name:	FUELW21D- Statewide Contract -Miscellaneous Fuels	Reason for Modification:	Change Order No. 03 is issued to cancel and reassign this contract per the attached documents.
Document Description:	Awarded Districts - 6		
Procurement Type:	Statewide MA (Open End)		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2021-04-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2023-03-31

VENDOR			DEPARTMENT CONTACT		
Vendor Customer Code:	000000202498		Requestor Name:	Mark A Atkins	
TRI STATE PETROLEUM CORP PO BOX 4006			Requestor Phone:	(304) 558-2307	
WHEELING WV 26003			Requestor Email:	mark.a.atkins@wv.gov	
US			<div style="font-size: 2em; font-weight: bold;">23</div> FILE LOCATION _____		
Vendor Contact Phone:	304-277-3232	Extension:			
Discount Details:					
	Discount Allowed	Discount Percentage	Discount Days		
#1	No	0.0000	0		
#2	No				
#3	No				
#4	No				

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER
No City WV 99999	No City WV 99999
US	US

Total Order Amount: Open End

Purchasing Division's File Copy

ENTERED

MA 03/31/2023
 PURCHASING DIVISION AUTHORIZATION
 DATE: 4/6/23
 ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
 DATE: 4/10/2023
 ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
 DATE: 4/11/2023
 ELECTRONIC SIGNATURE ON FILE

Extended Description:

Statewide Fuel Contract - Open-End

CHANGE ORDER No. 03: issued for the following:

Change Order No. 03 is issued to cancel, memorialize, and reassign this contract. The original contract CMA 0212 FUEL21D, including all terms, conditions, prices, specifications, and change orders contained therein shall be memorialized and reassigned to the contract, CMA 0212 FUEL21C.

Effective date of cancellation: 03/31/2023

No other changes.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	15100000				0.000000
	Service From	Service To		Service Contract Amount	
	2021-04-01	2023-03-31		0.00	

Commodity Line Description: Miscellaneous Fuels - District Six (6)

Extended Description:

See attached Exhibit A Pricing Page for Fuel Pricing.

Awarded: District 6



March 20, 2023

Via e-mail Mark.A.Atkins@wv.gov

Mr. Mark A. Atkins
Buyer Supervisor, Statewide Contracts
West Virginia Department of Administration
Purchasing Division
2019 Washington Street, East
PO Box 50130
Charleston, WV 25305-0130

Re: Master Agreement with Tri-State Petroleum, Vendor # 000000202498; Order Number: CMA 0212 0212 FUEL.TW21D 3; FUEL.TW21D 3 Statewide Contract-Misc. Fuels, Awarded District 6 ("Master Agreement")

Dear Mark,

As we discussed last week, we recently received correspondence notifying Tri-State Petroleum that the Master Agreement between the State of West Virginia and Tri-State Petroleum had been extended through March 31, 2024. As we discussed on or about February 14, 2023, Tri-State Petroleum Corporation sold all of the assets of Tri-State Petroleum to MM BP Properties, LLC, including the Wheeling and New Martinsville Bulk Plants, and ceased all fuel sales operations on December 10, 2021. A redacted copy of the Purchase and Sale Agreement has previously been provided.

The individual who signed the renewal and extension of the Master Agreement on behalf of Tri-State Petroleum is not an employee or authorized agent of Tri-State Petroleum and has never had any other affiliation with Tri-State Petroleum. This individual has not been authorized to act on behalf of Tri-State Petroleum in any respect, including entering into a contract in the name of and on behalf of Tri-State Petroleum Corporation, nor has Tri-State granted the right to use or conduct business in the name "Tri-State Petroleum Corporation" to any third party.

It is our understanding that Braceton Farm Service, or an affiliate of this entity ("BFS"), purchased the Wheeling and New Martinsville Bulk Plants from MM BP Properties, LLC in 2022. Tri-State Petroleum did not sell any assets to BFS. Tri-State has no contract or agreement with BFS. Tri-State did not assign anything to BFS, including the right to use our corporate name. In fact, Tri-State Petroleum Corporation is still registered as an active corporation in the West Virginia Office of the Secretary of State, and BFS has filed no assumed name certificate with the West Virginia Secretary of State that we have been able to locate. This is further evidence that BFS does not have any authority to legally conduct business in the name of Tri-State Petroleum.

March 20, 2023

My contact at MM BP Properties LLC has advised me that there is no mention of Tri-State Petroleum in their Purchase and Sale Agreement with BFS, and that no assignment of any right to use the name was conveyed to BFS. MM BP Properties, LLC also did not have the right to conduct business in the name of Tri-State Petroleum under the terms of our Purchase and Sale Agreement. Therefore, MM BP Properties, LLC had no rights to use the name that could have been assigned to BFS. I have reached out to MM BP Properties, LLC to again confirm these facts. I am currently waiting to hear back from them.

Given the circumstances and the length of time that has elapsed since Tri-State ceased selling fuel to the State of West Virginia, we are now requesting that the referenced contract issued in the name of Tri-State Petroleum, Vendor # 000000202498, be immediately cancelled, terminated, and withdrawn.

Please advise if you need any additional information to process this request. Thank you for your prompt attention to this matter.

Very truly yours,



Colleen C. McGlinn,
Chief Executive Officer

AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

by and between

**TRI-STATE PETROLEUM CORPORATION,
CONVENIENCE REALTY LP, and
UNDERWOOD LIMITED PARTNERSHIP**

and

**MAJORS MANAGEMENT, LLC,
MM PA PROPERTIES, LLC,
MM PA MANAGEMENT, LLC,
MM BP PROPERTIES, LLC
EXCELL PETROLEUM, LLC**

Dated as of October 1, 2021

TABLE OF CONTENTS

I.	PURCHASE AND SALE OF ASSETS	1
1.1.	Assets to be Sold	2
1.2.	Excluded Assets.....	3
1.3.	Assumed Liabilities	5
1.4.	Excluded Liabilities.....	5
1.5.	Definitions	5
II.	PURCHASE PRICE.....	5
2.1.	Total Consideration	5
2.2.	Deposit.....	6
2.3.	Nature of Funds	6
2.4.	Allocation of Total Consideration and Assumed Liabilities	6
2.5.	Agreed Location Values	6
III.	PHYSICAL COUNT PROCEDURES AND VALUATION OF INVENTORY	7
3.1.	Physical Count Inventory Procedures	7
3.2.	Effect	7
3.3.	Physical Inventory Procedures	7
3.4.	Valuation of Inventory	8
3.5.	Cost of Physical Inventory	9
IV.	CLOSING AND CLOSING DELIVERABLES	9
4.1.	Closing.....	9
4.2.	Proceedings at Closing	10
4.3.	Deliveries by Sellers.....	10
4.4.	Deliveries by Buyers	11
4.5.	Payment of Excise Taxes.....	12
4.6.	Property Tax Adjustments	12
4.7.	Rents and Prepaid Expenses.....	13
4.8.	Utilities	13
4.9.	Fees Payable to Franchisors	13
V.	TRI-STATE'S REPRESENTATIONS AND WARRANTIES OF	13
5.1.	Taxes.....	13
5.2.	Assumed Contracts and Purchased Leases	14
5.3.	Labor Matters	15
5.4.	Financial Statements.....	15
5.5.	Absence of Certain Changes or Events	16
5.6.	Contracts; Equipment Leases	17
5.7.	Branding and Other Incentives.....	18
5.8.	Branding/Debranding	18
VI.	SELLERS' REPRESENTATIONS AND WARRANTIES.....	18
6.1.	Organization and Existence	18
6.2.	Due Authorization; Enforceability; Absence of Conflicts	18

6.3.	Consents	19
6.4.	Proceedings.....	19
6.5.	Warranty of Title	19
6.6.	Brokerage Fees	19
6.7.	Property Taxes.....	19
6.8.	Condemnations	19
6.9.	Compliance with Laws; Permits.....	19
6.10.	Environmental Matters	20
6.11.	Real Property Assets.....	20
6.12.	Property and Equipment	22
6.13.	Absence of Litigation.....	22
VII.	BUYERS' REPRESENTATIONS AND WARRANTIES	22
7.1.	Organization and Good Standing	22
7.2.	Due Authorization; Enforceability; Absence of Conflicts	22
7.3.	Consents	23
7.4.	Litigation	23
7.5.	Brokerage Fees	23
7.6.	Financial Capacity	23
7.7.	OFAC	23
VIII.	DUE DILIGENCE AND DISCLAIMER OF WARRANTIES	23
8.1.	Due Diligence; Confidential Information.....	23
8.2.	Environmental Site Assessment	24
8.3.	Notices to Governmental Entities.....	24
8.4.	Buyers' Acknowledgements	24
8.5.	Disclaimer of Other Representations and Warranties and Non-Reliance	25
IX.	ADDITIONAL AGREEMENTS AND COVENANTS	26
9.1.	Title to Purchased Owned Real Properties	26
9.2.	Announcements	26
9.3.	Insurance and Casualty	27
9.4.	Condemnation.....	27
9.5.	Mutual Cooperation.....	27
9.6.	Environmental Responsibilities.....	28
9.7.	Title and Survey Review	30
9.8.	Post-Closing Tank Fees.....	31
9.9.	Lease Assignment.....	31
9.10.	Operation of the Locations; Exclusivity	32
9.11.	Access to Information; Due Diligence	33
9.12.	Inspections and Entry	33
9.13.	Update to Schedules	33
9.14.	Tax Matters.....	34
9.15.	Regulatory Matters	35
9.16.	Employees and Employee Benefits	37
9.17.	Post-Closing Access to Books and Records	38
9.18.	Excluded Liabilities.....	39

9.19.	Bulk Sales Laws	39
X.	CONDITIONS PRECEDENT TO CLOSING	39
10.1.	Seller's Conditions Precedent	39
10.2.	Buyers' Conditions Precedent	40
XI.	DEFAULT; REMEDIES; TERMINATION	41
11.1.	Seller Inability to Convey	41
11.2.	Sellers' Default	41
11.3.	Buyers' Default	41
11.4.	Waiver of Remedies	42
11.5.	Acknowledgement as to Liquidated Damages	42
11.6.	Termination	42
XII.	POST CLOSING AGREEMENTS; ALLOCATION OF COSTS	43
12.1.	Registrations	43
12.2.	Costs of Surveys, Title Examinations, Other Inspections and Recordings	43
XIII.	REMEDIES	43
13.1.	Survival	43
13.2.	Exclusive Remedies	43
13.3.	Legal Costs	43
XIV.	MISCELLANEOUS	44
14.1.	Payment of Expenses and Fees	44
14.2.	Entire Agreement	44
14.3.	No Third-Party Beneficiaries	44
14.4.	Amendment	44
14.5.	Notices	44
14.6.	Business Days	45
14.7.	Governing Law	45
14.8.	Venue	45
14.9.	Obligations of Parties, Successors and Assigns	45
14.10.	Waiver	46
14.11.	Counterparts	46
14.12.	Descriptive Headings: Word Meaning	46
14.13.	Time of the Essence	46
14.14.	Construction of Contract	47
14.15.	Severability	47
14.16.	No Implied Contract	47
14.17.	Attorney-Client Relationship and Privileged Communications	47
14.18.	Sellers' Representative	47

List of Exhibits

Exhibit A	--	Definitions
Exhibit B	--	Form of Limited Warranty Deed
Exhibit C	--	Form of Bill of Sale
Exhibit D	--	Form of Site Access Agreement
Exhibit E	--	Disclosure Schedules To The Asset Purchase Agreement

List of Schedules

Schedule 1.1	--	Buyer Party by Assets
Schedule 1.1(a)	--	Owned Locations
Schedule 1.1(b)	--	Leased Locations
Schedule 1.1(c)	--	Tenant Leases
Schedule 1.1(g)	--	Owned Fuel Equipment
Schedule 1.1(j)	--	Prospective Material Contracts
Schedule 1.1(k)	--	Fuel Supply Agreements
Schedule 1.2(j)	--	Select Excluded Assets
Schedule 1.3(a)	--	Assumed Liabilities Under Assumed Contracts
Schedule 2.4	--	Allocation Schedule
Schedule 2.5(a)	--	Agreed Location Values
Schedule 3.4(a)	--	Non-Petroleum Inventory Valuation
Schedule 5.1(b)	--	Tri-State Tax Matters
Schedule 5.2	--	Tri-State Assumed Contract and Purchased Leases Matters
Schedule 5.3	--	Tri-State Labor Matters
Schedule 5.4(a)	--	Site-Level Financial Statements
Schedule 5.5	--	Changes to Assets and Business
Schedule 5.6(b)	--	Amendments to Dealer Fuel Supply Agreements
Schedule 5.6(c)	--	Leased Equipment or Equipment Owned by Third Parties
Schedule 5.6(d)	--	Dealer Security Deposits
Schedule 5.7	--	Branding and Other Incentives
Schedule 5.8	--	Branded, Re-branded and Debranded Locations
Schedule 6.3	--	Required Consents
Schedule 6.4	--	Proceedings
Schedule 6.5	--	Title to Assets
Schedule 6.8	--	Condemnations
Schedule 6.9	--	Violations/Citations
Schedule 6.10	--	Known Pollution
Schedule 6.11(b)	--	Contracts Affecting Real Estate
Schedule 6.13	--	Litigation Matters
Schedule 8.2	--	Costs of Sellers' ESAs
Schedule 9.6(a)	--	Closure Letter Locations
Schedule 9.10	--	Operation of Locations
Schedule 9.16(a)	--	Non-Transferred Employees

AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

THIS AMENDED AND RESTATED ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into effective as of the 1st day of October, 2021 (the "Effective Date") by and among TRI-STATE PETROLEUM CORPORATION, a West Virginia corporation ("Tri-State"); CONVENIENCE REALTY LP, a West Virginia limited partnership ("Convenience Realty"); UNDERWOOD LIMITED PARTNERSHIP, an Ohio limited partnership ("Underwood"); MAJORS MANAGEMENT, L.L.C. a Georgia limited liability company ("Majors"); MM PA PROPERTIES, LLC, a Georgia limited liability company ("PA Propco"); MM PA MANAGEMENT, LLC, a Georgia limited liability company ("PA Opco"); MM BP PROPERTIES, LLC, a Georgia limited liability company, ("BP Propco") and EXCELL PETROLEUM, LLC, a Georgia limited liability company ("Excell"). Tri-State, Convenience Realty, and Underwood may be referred to from time to time in this Agreement individually as a "Seller" and collectively as the "Sellers". Majors, PA Propco, PA Opco, BP Propco, and Excell may be referred to from time to time in this Agreement individually as a "Buyer" and collectively as the "Buyers". Each of the Sellers and Buyers is referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Sellers and Buyers, and certain other affiliates of Buyers, entered into that certain Asset Purchase Agreement ("Original Agreement") dated as of October 1, 2021 pursuant to which Buyers agreed to purchase from Sellers, and Sellers agreed to sell to Buyers: (i) either a fee or leasehold interest for each Location as specified in Schedule 1.1 attached to the Agreement; (ii) the related personal property used to operate the Locations; (iii) the fuel and merchandise inventory which is owned by Sellers and now situated at the Locations; and (iv) all of Sellers' rights under the Fuel Supply Agreements, upon the terms and conditions contained in the Agreement; and

WHEREAS, Sellers and Buyers wish to amend and restate the Previous Agreement in its entirety by entering into this Agreement which is in all material respects the same as the Original Agreement and to affirm that any conflicts between the terms and provisions of this Agreement and the Original Agreement shall be governed by the terms and provisions of this Agreement.

WHEREAS, nothing in this Agreement is intended to change the original effective date of October 1, 2021 to which Buyers and Sellers have been continuously bound without interruption under the Original Agreement, and that Buyers and Sellers agree to be bound under the amended and restated terms as if they were included in the Original Agreement dated and executed on October 1, 2021.

NOW, THEREFORE, in consideration of the foregoing premises and the representations, warranties, covenants and agreements set forth in this Agreement, the Parties agree as follows:

ARTICLE I

PURCHASE AND SALE OF ASSETS

1.1. Assets to be Sold. Upon the terms and subject to the conditions set forth in this Agreement, on the Closing Date, Sellers shall sell, transfer and assign to Buyers, and Buyers shall purchase, acquire, accept, assume, and receive, in accordance with Schedule 1.1, attached to and made a part of this Agreement, all of Sellers' right, title and interest in and to the following real property and other assets and rights related to or used or held for use in connection with the Business, as they may exist as of the Closing, except to the extent that any of the following are or consist of Excluded Assets (assets to be sold are, collectively, the "Assets"):

(a) Any real property owned by Sellers comprising the Locations indicated on Schedule 1.1(a) as being "Owned Locations," together with all buildings, improvements, easements and appurtenances thereon and thereto, subject only to the Permitted Encumbrances (the "Purchased Owned Real Properties");

(b) The real property leases with Tri-State, as lessee, and third parties, as lessor (each, a "Purchased Lease") covering the Locations indicated on Schedule 1.1(b) as being "Leased Locations" (the "Purchased Leased Real Properties"), together with all of Tri-State's interest under each such Purchased Lease in the buildings, improvements, easements and appurtenances thereon and thereto;

(c) The real property leases with Sellers, as lessor, and third parties, as lessee (each, a "Tenant Lease"), identified on Schedule 1.1(c), attached to and made a part of this Agreement (collectively, the "Tenant Leases");

(d) All Merchandise Inventory, Supplies Inventory, Food Service Inventory, Alcoholic Beverages Inventory, Cigarette Inventory, cash on hand amounts, and Petroleum Inventory that are present at the Locations at the Closing (collectively, the "Inventory");

(e) All furniture, fixtures, equipment and other tangible personal property owned by Sellers that are present at the Locations at the Closing or stored off-site for use at the Locations (other than the Owned Fuel Equipment) (collectively, the "Tangible Owned Personal Property");

(f) All furniture, fixtures, equipment and other tangible personal property leased by Sellers at the Purchased Leased Real Properties leased under the Purchased Leases (the "Tangible Leased Personal Property");

(g) All fuel fixtures and equipment attached to or used in connection with the Locations at the Closing, as indicated on Schedule 1.1(g), attached to and made a part of this Agreement, including without limitation all petroleum pumps and dispensers, underground and aboveground fuel storage tanks, canopies, fuel lines, fittings and connections used in the Ordinary Course of Business at the Locations to receive, store and/or dispense fuels, to the extent any of the foregoing are owned by Sellers (collectively, the "Owned Fuel Equipment");

(h) All deposits and prepaid expenses for which a Seller is given a credit at the Closing pursuant to Section 4.6, 4.7, or 4.8 (collectively, the "Transferred Deposits");

(i) All plans and specifications, surveys, blueprints and drawings in Sellers' possession as of the Closing related solely to any buildings and improvements currently constructed or currently under construction at the Locations, and all records and documentation of Sellers relating to customers, distributors and suppliers of the Locations including, without limitation, customer, distributor and supplier lists, and all other business records of Sellers with respect to the Locations (including, without limitation, copies of all historical accounts of the Locations) other than the Sellers' Retained Records (collectively, the "Books and Records");

(j) The material Contracts identified on Schedule 1.1(j), attached to and made a part of this Agreement, and any other Contracts mutually designated by Buyer and Sellers in writing prior to the Closing. For purposes of this Section 1.1(j), a Contract is deemed material if the amount owed by the Seller which is a party thereto in any calendar year exceeds \$50,000.00;

(k) The Contracts identified on Schedule 1.1(k) attached to and made a part of this Agreement (each, a "Fuel Supply Agreement" and, collectively, the "Fuel Supply Agreements");

(l) All trademarks, patents, copyrights, software and other intellectual property of Sellers and Sellers' Affiliates, if any; all websites and domain names, telephone and telecopy numbers and listings used at the Locations, and corporate email addresses and listings; and

(m) The goodwill associated with the Locations.

1.2. Excluded Assets. Sellers are not by this Agreement selling, assigning, transferring, conveying or delivering to Buyers any assets, properties, rights, contracts or claims other than the Assets described specifically in Section 1.1. For the avoidance of doubt, those assets of Sellers that are excluded from the Assets and retained by Sellers (collectively, the "Excluded Assets") include without limitation the following:

(a) Sellers' Tax Returns and supporting documentation related thereto, corporate franchise, record books of equity ownership, record books containing minutes of meetings of shareholders, members or managers, such other records as have to do exclusively with a Seller's organization or equity capitalization, and records relating to the Sellers' personnel and employee benefits matters (the "Sellers' Retained Records");

(b) All insurance policies, and proceeds thereof payable to Sellers or Sellers' Affiliates, and their shareholders, partners, or members (except to the extent of, and subject to, the provisions of this Agreement regarding a casualty loss to the Locations that occurs on or after, or with respect to which restoration remains incomplete as of, the Closing Date);

(c) All cash, cash equivalents (other than the cash on hand amounts included in the Inventory, which are to be credited to Sellers), accounts receivable and other current assets of Sellers not described in Section 1.1(c); all depository accounts and other accounts with financial institutions;

- (d) All Tax refunds, credits and benefits with respect to the Assets to the extent the same relate to any taxable period, or portion thereof, ending on or before the date preceding the Closing Date;
- (e) Sellers' Contracts, other than the Purchased Leases and the Assumed Contracts;
- (f) Sellers' Permits;
- (g) All deposits and prepaid expenses for which Sellers are not given a credit at the Closing pursuant to Section 4.6, 4.7, or 4.8;
- (h) All properties, assets, rights and business interests of Sellers and their Affiliates other than the Locations;
- (i) All reimbursements to which Sellers are entitled under any state petroleum storage tank fund for any costs incurred by Sellers before the Closing;
- (j) Those items of select personal property listed on Schedule 1.2(j), attached to and made a part of this Agreement;
- (k) Any consigned petroleum products which are not owned by Sellers;
- (l) Any real properties owned by Sellers other than the Locations;
- (m) All rights and remedies of Sellers that occur, accrue, or arise prior to the Closing against third parties under warranties, or with respect to claims for defects of any kind relating to the Sellers' respective businesses or any of the Assets, including defects in workmanship, manufacturing or design;
- (n) Sellers' rights under this Agreement and any of the transaction documents related to the transactions contemplated by this Agreement (collectively, the "Transaction");
- (o) The attorney-client privilege of Sellers and all of Sellers' notes, files and correspondence (whether electronic or tangible) with or involving Sellers' attorneys;
- (p) Any oil and gas leases granted by a Seller at any Location;
- (q) All accounts receivable, including without limitation, any receivables earned prior to the Closing Date, but which may be due and payable after the Closing Date; and
- (r) All Rent, including without limitation, percentage rents and parking rental income, with respect to the Tenant Leases to the extent the same relate to any lease term, or portion thereof, ending on or before the date preceding the Closing Date, and which may not become due and payable until after the Closing Date.

1.3. Assumed Liabilities. Subject only to the limitations set forth in this Section 1.3, Section 1.4 and Section 9.6, effective as of and after the Closing, each Buyer will assume and shall pay, perform, and discharge, without duplication the following (collectively, the "Assumed Liabilities"):

(a) the executory obligations of performance and liabilities under the Assumed Contracts to the extent such obligations and liabilities arise or relate to events, circumstances or periods occurring on or after the Closing including without limitation those liabilities and obligations specified on Schedule 1.3(a), attached to and made a part of this Agreement;

(b) those obligations and liabilities arising under the Purchased Leases and the Tenant Leases assumed by such Buyer to the extent the same arise or relate to events, circumstances or periods occurring on or after the Closing; and

(c) liabilities imposed by applicable Law upon such Buyer: as owner of all or part of the Owned Fuel Equipment; as owner of a Purchased Owned Real Property; as tenant of a Purchased Leased Real Property; or otherwise with respect to the Locations, in each case including with respect to investigation, notification or remediation of any petroleum products and/or other Hazardous Material in, under or near the real property, to the extent the same arise or relate to events, circumstances or periods occurring after the Closing.

1.4. Excluded Liabilities. The Transaction involves the purchase and sale of assets and not a de facto merger of Sellers and Buyers. Buyers are not successors in interest to Sellers, and neither Sellers nor any Affiliate of Sellers shall have any continuing participation in the ownership or management of the Locations after the Closing. Except as otherwise provided in this Agreement (including, without limitation, Sections 1.3, 4.5, and 4.6), Buyers shall not assume or become liable for, and Sellers expressly retain and are solely responsible for, any debts, liabilities or obligations of any kind of Sellers existing on the Closing Date or thereafter incurred by Sellers, whether known or unknown, absolute or contingent, matured or unmatured, liquidated or unliquidated, or accrued or pending, including without limitation any debts, liabilities or obligations with respect to the Excluded Assets (collectively, the "Excluded Liabilities").

1.5. Definitions. Capitalized terms not defined elsewhere in this Agreement are defined in Exhibit A.

ARTICLE II

PURCHASE PRICE

2.1. Total Consideration. As consideration for the Assets, subject to adjustment as provided in this Agreement, Buyers shall pay to Sellers the sum of (a) _____ and No/100 Dollars (\$ _____,00)(the "Asset Purchase Price"), plus (b) the aggregate value of the Inventory determined according to Section 3.4 (the "Inventory Value"). The aggregate consideration for the Assets (i.e., the sum of the Asset Purchase Price plus the Inventory Value) is referred to in this Agreement as the "Total Consideration".

2.2. Deposit. Of the Asset Purchase Price, an earnest money deposit in the amount of five percent (5%) of the Asset Purchase Price (the "Deposit") shall be paid within two (2) Business Days after the Effective Date by Buyer to Chicago Title Insurance Company ("Title Company"), as escrow agent, by wire transfer to an account designated by Title Company. The Deposit shall be held by Title Company in escrow, subject to the terms of an escrow agreement to be entered into among Sellers, Buyers and Title Company, which will be in a form and on terms reasonably satisfactory to Sellers, Buyers and Title Company (the "Escrow Agreement"). The Deposit shall be applied to and deducted from the Total Consideration at the Closing. If the Closing does not occur, the Deposit shall be disbursed to Sellers or returned to Buyers as specified in Article XI.

2.3. Nature of Funds. All payments to be made by Buyers to Sellers under this Agreement shall be made by wire transfer of immediately available funds to the account(s) specified by Seller for such purpose.

2.4. Allocation of Total Consideration and Assumed Liabilities. For Tax purposes, the Total Consideration and the Assumed Liabilities shall be allocated among the Assets in accordance with Code Section 1060 as set forth on Schedule 2.4, attached to and made a part of this Agreement (the "Allocation Schedule"). All Tax Returns filed by Buyers and Sellers shall be prepared consistently with the Allocation Schedule. Each Buyer and each Seller hereby covenants and agrees that such Party will not take a position on any Tax Return, before any Governmental Entity charged with the collection of any Tax, or in any Proceeding, that is in any way inconsistent with the terms of the Allocation Schedule; provided, however, that nothing prevents a Buyer or Seller from settling any proposed deficiency or adjustment by any Governmental Entity based on the Allocation Schedule and no Buyer or Seller shall be required to litigate any proposed adjustment by any Governmental Entity challenging the Allocation Schedule. For the avoidance of doubt, no Buyer or Seller shall take a position inconsistent with the Allocation Schedule as a defense or offset to any position taken by a Governmental Entity. Each Seller and each Buyer agrees to notify the Sellers or Buyers, as applicable, in the event any adjustment is so required or imposed.

2.5. Agreed Location Values.

(a) In addition to, and independent of, the allocation described in Section 2.4, the Parties have allocated the Asset Purchase Price among the Locations ("Agreed Location Values") as set forth on Schedule 2.5 (a), attached to and made a part of this Agreement, for the sole purpose of making necessary adjustments to the Asset Purchase Price in accordance with this Agreement, and such Agreed Location Values will not be used for any other purpose except as set forth in Section 2.5(b).

(b) Each Agreed Location Value shall be further allocated among (i) real property and (ii) all other property. The Parties agree that the allocation described in this Section 2.5(b) will be used for the sole purpose of determining the applicable conveyance fee and real property valuation for each Location.

ARTICLE III

PHYSICAL COUNT PROCEDURES AND VALUATION OF INVENTORY

3.1. Physical Count Inventory Procedures. Not more than four days before the Closing Date, a physical count of the Inventory at the Locations (the "Physical Inventory") shall be taken by the Independent Auditor. The procedures for conducting the Inventory count and valuing the Inventory are set forth in this Article III.

3.2. Effect. For the purposes of determining the Inventory Value, the results of the Physical Inventory shall be final and binding on the Parties (absent manifest error); provided however, that the Inventory Value shall be adjusted as of the Closing Date, in accordance with the valuation methods specified in Section 3.4, as follows: (a) as deductions from Inventory Value, all of Sellers' costs associated with the sales or consumption of Inventory (other than Petroleum Inventory) at each applicable Location between the time of the Physical Inventory at such Location and the Closing; and (b) as additions to Inventory Value, all of Sellers' costs associated with all deliveries of Inventory (other than Petroleum Inventory) at each applicable Location between the time of the Physical Inventory and the Closing (collectively, the "Inventory Adjustments"). Transfer of Inventory and results of operations at each Location will be effective as of an agreed upon time on the date of the Physical Inventory at each Location. Within thirty (30) days after the Closing Date, the representatives of Sellers and Buyers shall execute an inventory statement evidencing the results of the Physical Inventory at each Location and any applicable Inventory Adjustments (the "Inventory Statement," subject to Section 3.4(d)). All deliveries of Inventory to and all sales of Inventory at each Location before the applicable date of each Physical Inventory at each Location ("Physical Inventory Date") shall be for the benefit of and chargeable to the account of Sellers; all deliveries of Inventory to and all sales of Inventory at each Location from and after the Physical Inventory Date shall be for the benefit of and chargeable to the account of Buyers.

3.3. Physical Inventory Procedures. The Physical Inventory shall be conducted in accordance with the provisions of this Section 3.3:

(a) Observation Rights. Representatives of Sellers and Buyers may be present to observe the taking of any Physical Inventory.

(b) Merchandise and Supplies Inventory. A physical count of actual quantities of Merchandise Inventory and Supplies Inventory will be taken by the Parties as close as practicable to the Closing Date.

(c) Petroleum Inventory. A measurement of the amount of the Petroleum Inventory at each Location shall be made on the morning of the Closing. The Petroleum Inventory will be measured by automatic tank gauging system where available for reading the underground tanks. Manual sticking of the tanks only at tanks lacking automatic gauging systems and where those systems are available shall be done for the sole purpose of determining sediment and water levels, which shall be deducted from the automatic tank gauging gallon computation to compute the Petroleum Inventory. Simultaneously, retail pump meter readings will be taken and recorded. All tank inventories shall be taken at

ambient conditions and calculated at total observed volume using tank charts at each Location. A comparison of each Location's volumes as calculated from the Physical Inventory will be compared to the Location's book inventory and sales records. Excessive variances should be questioned and, if necessary, a second Physical Inventory shall be taken to ensure the accuracy of the reported readings.

3.4. Valuation of Inventory. The Inventory Value shall be determined in accordance with the following:

(a) The Supplies Inventory, Merchandise Inventory, Food Service Inventory, Alcoholic Beverages Inventory, and Cigarette Inventory at each Location shall be valued at either a specified percentage of Sellers' retail or the actual cost of the applicable Inventory, as set forth on Schedule 3.4(a) (the "Non-Petroleum Inventory Valuation"), attached to and made a part of this Agreement.

(b) Petroleum Inventory. Except as provided below in this Section 3.4(b), the Petroleum Inventory shall be valued at the sum of (i) Sellers' actual cost of purchase of each grade of product for the last delivery to the Location of that grade, plus (ii) the then-current freight rate (including applicable surcharge) charged by common carrier to transport the applicable volume of product to each Location, in each case inclusive of all local, state and federal excise taxes paid or to be paid by Sellers thereon ("Gasoline Taxes"), whether or not Buyers hold an exemption certificate. To the extent not previously paid by Sellers, all such Gasoline Taxes included in the Inventory Value shall be remitted by Sellers to the applicable taxing jurisdiction promptly following the Closing.

(c) Cash on Hand. All cash on hand amount at each Location (including that in the drawer, safe, but excluding ATM cash) shall be valued at cost, with no mark-up or mark-down.

(d) Disputes. Should any dispute arise as to the quantity, volume or value of any category of the Inventory which cannot readily be settled between the Parties before the Closing, the maximum value for that category of Inventory not disputed by the Parties (i.e., the value above which there is a dispute) shall be paid by Buyers to Sellers at the Closing, and the Inventory Statement required to be executed and delivered by Buyers and Sellers at the Closing shall be limited to the undisputed components of the Inventory. The Parties shall endeavor in good faith to agree on the disputed quantity, volume or value within fifteen (15) days after the Closing. If the Parties cannot reach agreement before the end of this fifteen (15) day period, then the Arbitrating Accountant shall resolve the disputed items. Buyers and Sellers shall each inform the Arbitrating Accountant in writing of their position concerning the disputed items as of the Closing Date, and each shall make readily available to the Arbitrating Accountant any books and records and work papers relevant to the preparation of the Arbitrating Accountant's computation of the disputed amounts. The resolution of any disputed item by the Arbitrating Accountant shall not be more favorable to Buyers than the amount set forth in Buyers' written statement(s) to the Arbitrating Accountant with respect to the subject item, or more favorable to Sellers than the amount set forth in Sellers' written statement(s) to the Arbitrating Accountant with respect to the subject item. The Arbitrating Accountant shall be instructed to complete its

analysis within thirty (30) days from the date of its engagement and, upon completion, to inform the Parties in writing of its own determination of the disputed amounts, the basis for its determination, whether Buyers' or Sellers' written position as to the disputed amounts in the aggregate is closer to its own determination, and whether its own determination of the disputed amounts is within a range that (i) equals 20% of the absolute difference between the written positions of Buyers and Sellers as to the disputed amounts (in the aggregate) and (ii) has a midpoint equal to the mean of such written positions of Buyers and Sellers (in the aggregate) (the "Mid-Range"). If the Arbitrating Accountant determines that the written position of Buyers concerning the disputed amounts is closer to its own determination (in the aggregate), Sellers shall pay the fees and disbursements of the Arbitrating Accountant in connection with its analysis. If the Arbitrating Accountant determines that the written position of Sellers concerning the disputed amounts is closer to its own determination (in the aggregate), Buyers shall pay the fees and disbursements of the Arbitrating Accountant in connection with its analysis. However, if the Arbitrating Accountant's determination of the disputed amounts is within the Mid-Range, each of Sellers and Buyers shall pay one-half of the fees and disbursements of the Arbitrating Accountant in connection with its analysis. Any determination by the Arbitrating Accountant in accordance with this Article III shall be final and binding on the Parties, absent manifest arithmetic error or a failure to apply the inventory valuation rules set forth in this Article III. Any amount ultimately determined by the Arbitrating Accountant to be payable by a Party to the other shall be so paid on or before the date that is ten days after the date of the Arbitrating Accountant's determination by wire transfer of immediately available funds to an account designated by the receiving Party for such purpose, and the Inventory Statement shall be deemed to be modified automatically in accordance with the Arbitrating Accountant's determination.

3.5. Cost of Physical Inventory. All of the costs and expenses of the Independent Auditor and any agents or contractors of the Independent Auditor with respect to the Physical Inventory conducted at the Locations shall be shared equally by the Parties.

ARTICLE IV

CLOSING AND CLOSING DELIVERABLES

4.1. Closing. Subject to the terms and conditions of this Agreement, the consummation of the Transaction (the "Closing") shall take place on a date and time as designated in writing by Sellers to Buyers (the "Closing Date"), which shall be on the latest of (a) thirty (30) days after the end of the Due Diligence Period, (b) fifteen (15) days after the expiration of Sellers' Cure Period, or (c) the date that all of the conditions to the Closing set forth in Article X are either satisfied or waived (other than conditions which, by their nature, are to be satisfied at the Closing); *provided, however*, that in no event shall the actual Closing occur later than December 10, 2021 (the "Drop Dead Date"). The Closing shall be effective as of 12:01 a.m. Eastern Time (with the then-applicable time convention applying) on the Closing Date.

4.2. Proceedings at Closing. All proceedings to be taken and any documents to be executed and delivered by any of the Parties at the Closing shall be deemed to have been taken, executed and delivered simultaneously, and no proceedings shall be deemed taken nor any documents executed or delivered until all such proceedings and documents have been taken, executed and delivered. At the Closing, Sellers shall be entitled to retain the Deposit, which shall be credited toward the Asset Purchase Price.

4.3. Deliveries by Sellers. At the Closing, Sellers shall execute and/or deliver or cause to be executed and/or delivered to Buyers the following instruments, documents and considerations, all of which shall be in form and substance reasonably satisfactory to Buyers:

(a) a Special or Limited Warranty Deed executed by the applicable Seller with respect to each Purchased Owned Real Property in substantially the same form as that attached as Exhibit B (each, a "Deed" and collectively the "Deeds");

(b) an assignment and assumption executed by the applicable Seller with respect to each Purchased Lease and Tenant Lease (subject to, and to the extent permitted under, the terms and conditions of the instruments granting or creating the foregoing) in form as is mutually agreed between the applicable Seller and the applicable Buyer (each an "Assignment and Assumption of Lease");

(c) a Bill of Sale executed by the applicable Seller for the Inventory, Tangible Owned Personal Property, Owned Fuel Equipment, Transferred Deposits and Books and Records in substantially the same form as that attached as Exhibit C (the "Bill of Sale");

(d) one or more assignment and assumptions executed by the applicable Seller in respect of the Assumed Contracts in form as is mutually agreed between the applicable Seller and the applicable Buyer (collectively, the "Assignment and Assumption Agreement");

(e) a settlement statement executed by Sellers showing all components of the Total Consideration and itemizing the closing costs and prorations contemplated by this Agreement (the "Settlement Statement");

(f) a certificate of good standing for each Seller issued by the Secretary of State of the State of Ohio, Pennsylvania or West Virginia, as the case may be, dated as of a date no more than seven (7) days before the Closing Date;

(g) if applicable, an amount equal to the total positive amount of any credits, prorations and other adjustments payable or allocable to Buyers pursuant to Sections 4.6, 4.7 and 4.8 (net of any such amounts payable or allocable to Sellers pursuant to Sections 4.6, 4.7 and 4.8);

(h) payoff letters from any lenders of Sellers having any Encumbrances on any Asset subject to this Agreement, evidencing the release, as of or prior to the Closing, of all such Encumbrances other than Permitted Encumbrances;

(i) the Inventory Statement, executed by Sellers;

(j) a certificate stating that Sellers are not foreign persons within the meaning of Code Section 1445, which certificate shall set forth all information required by, and otherwise be executed in accordance with, Treasury Regulation Section 1.1445-2(b)(2);

(k) a counterpart signature page to each amendment of the subject lease with respect to the Purchased Leased Real Properties and the Tenant Leases in form and substance reasonably satisfactory to the applicable landlord and the applicable Buyer, duly executed by the applicable landlord and Tri-State;

(l) an owner's affidavit reasonably satisfactory to the applicable Seller, the applicable Buyer, and Title Company;

(m) any other documents, instruments or agreements contemplated hereby or reasonably necessary or appropriate to consummate the Transaction, and in a form reasonably acceptable to Buyers and Sellers (it being understood that such instruments shall not require Buyers, Sellers or any other Person to make any additional representations, warranties or covenants, express or implied, not contained in or as contemplated by this Agreement).

4.4. Deliveries by Buyers. At the Closing, Buyers shall execute and/or deliver or cause to be executed and/or delivered to Sellers or as otherwise specified below the following instruments, documents and considerations, all of which shall be in form and substance reasonably satisfactory to Sellers:

(a) an amount (the "Closing Cash Payment") equal to the sum of (i) the Total Consideration, minus (ii) any Inventory Value amounts in dispute and not paid at the Closing pursuant to Section 3.4(d), minus (iii) the amount of the Deposit;

(b) if applicable, an amount equal to the total positive amount of any credits, provisions and other adjustments payable or allocable to Sellers pursuant to Sections 4.5, 4.6 and 4.7 (net of any such amounts payable or allocable to Buyers pursuant to Sections 4.5, 4.6 and 4.7);

(c) if required by applicable Law, an Environmental Agency Notification for Underground Storage Tanks listing Buyers as owner of the Owned Fuel Equipment;

(d) each Assignment and Assumption of Lease, the Bill of Sale, the Assignment and Assumption Agreement(s), and the Settlement Statement, each executed by the applicable Buyer;

(e) an executed real property transfer declaration affidavit, as applicable for each of the Purchased Owned Real Properties as provided in this Agreement;

(f) a certificate of good standing (or its equivalent) for each Buyer issued by the Secretary of State or the equivalent office of the jurisdiction of organization of each Buyer, dated as of a date no more than seven (7) days before the Closing Date;

(g) the Inventory Statement, executed by Buyers;

- (h) a copy of the R&W Insurance Policy;
- (i) a copy of the Environmental Insurance Policy;
- (j) certificates of exemption from sales tax for all Assets determined to be tax exempt;
- (k) a counterpart signature page to each amendment of the subject lease with respect to the Purchased Leased Real Properties and the Tenant Leases in form and substance reasonably satisfactory to the applicable landlord and the applicable Buyer, duly executed by the applicable Buyer;
- (l) a certificate, dated as of the Closing Date and signed by a duly authorized representative for each Buyer, certifying the names and signatures of the officers or managers of such Buyer authorized to sign this Agreement and the other transaction documents to which such Buyer is a party; and
- (m) any other documents, instruments or agreements contemplated hereby or reasonably necessary or appropriate to consummate the Transaction, and in a form reasonably acceptable to Buyers and Sellers (it being understood that such instruments shall not require Buyers, Sellers or any other Person to make any additional representations, warranties or covenants, express or implied, not contained in or as contemplated by this Agreement).

4.5. Payment of Excise Taxes. All Excise Taxes shall be paid on or before the applicable due date by Buyers, and Buyers and Sellers shall file such Tax Returns as each may be required to file in connection with such Excise Taxes in accordance with applicable Law.

4.6. Property Tax Adjustments. As applicable, all state, city, county and local real and personal property taxes and similar ad valorem obligations (a) constituting an Encumbrance on any of the Assets, or (b) that Sellers are otherwise obligated to pay pursuant to each Purchased Lease ((a) and (b), collectively, "Property Taxes"), whether such Property Taxes are payable to a taxing authority, a landlord or other third party, shall be adjusted on the basis of the fiscal year (regardless of the date of assessment) of the state, county, city or town in which any respective Assets are situated (the "Fiscal Year"). Property Taxes that are assessed for the Fiscal Year in which the Closing occurs (whether due and payable in such Fiscal Year or thereafter) shall be prorated between Sellers and Buyers based upon, respectively, the number of calendar days in the portion of such Fiscal Year ending on the date preceding the Closing Date and the number of calendar days in the portion of such Fiscal Year commencing on the Closing Date. Property Taxes that relate to a Fiscal Year commencing after the Closing shall be paid by Buyers. All installments of Property Taxes having a due date before the Closing Date shall be paid by Sellers before the Closing Date and Buyers shall pay all installments of Property Taxes having a due date on or after the Closing Date. The proration of undetermined Property Taxes shall be calculated using an amount equal to 100% of the most recently issued Property Tax bills. The proration of Property Taxes shall be final as of the Closing Date. Sellers and Buyers each shall pay one-half (1/2) of the transfer taxes and escrow fees. All other closing costs, including, without limitation, recording fees, shall be assessed to Buyers, as of the Closing Date.

4.7. Rents and Prepaid Expenses. Rents, prepaid expenses and similar items relating to the Assets and benefiting Buyers, if any, shall be prorated between the Parties as of the Closing Date, with Sellers responsible for the period prior to the Closing Date and Buyers responsible for the period on and after the Closing Date. For the avoidance of doubt, the preceding sentence shall apply to percentage rent (even if received by Buyers after the Closing Date), parking rental, tank fees, bond premiums, and insurance premiums paid by Sellers for the year in which the Closing occurs. To the extent that any Purchased Lease requires payment of insurance and other lease charges (but excluding Property Taxes which shall be prorated as provided in Section 4.6 above), Sellers shall be responsible for the same to the extent the same relate to periods before the Closing Date for the applicable Location, and Buyers shall be responsible for and shall pay the same for periods on and after the Closing Date for the applicable Location.

4.8. Utilities. Charges for water, gas, power, light, telephone and internet, and other utility service shall be prorated as of the Closing Date utilizing the most current evidence of the amount due, with Sellers responsible for the period prior to the Closing Date and Buyers responsible for the period on and after the Closing Date.

4.9. Fees Payable to Franchisors. If the Closing Date is not the last day of a calendar month or calendar quarter such monthly or quarterly charges and fees (i.e., POP, Mystery Shop, Cybra) shall be prorated as of the Closing Date utilizing the most current evidence of the amount due, with Sellers responsible for the period prior to the Closing Date and Buyers responsible for the period on and after the Closing Date.

ARTICLE V

TRI-STATE'S REPRESENTATIONS AND WARRANTIES OF

Subject to the exceptions, disclaimers and other matters set forth in this Agreement, Tri-State represents and warrants to Buyers that the statements contained in this Article V are true and correct as of the Effective Date.

5.1. Taxes.

(a) As used in this Agreement:

(i) "Audit" means any audit, assessment of Taxes, examination or other proceeding by the IRS (defined below) or any other Governmental Entity responsible for the administration of any Taxes, proceeding or appeal of such proceeding relating to Taxes.

(ii) "Code" means the Internal Revenue Code of 1986, as amended.

(iii) "IRS" means the Internal Revenue Service of the United States.

(iv) "Tax Returns" means all federal, state, local and foreign tax returns, declarations, estimates, statements, reports, claims for refund, schedules, forms,

and information returns and other documents (including any related supporting information) and any amended Tax Return filed or required to be filed in connection with the determination, assessment or collection of any Tax or the administration of any Law(s) or administrative requirements relating to any Tax.

(b) Except as set forth in Schedule 5.1(b), attached to and made a part of this Agreement: (i) Sellers have duly and timely filed all Tax Returns required to be filed on or prior to the Closing Date by Sellers, each such Tax Return has been prepared in compliance with the Laws, and all such Tax Returns are true, accurate, and complete in all respects.

(c) All Taxes owed by Sellers with respect to the Business have been duly paid on a timely basis, except for Taxes not yet due and payable. Specifically, but not by way of limitation, Sellers have paid in full all Taxes that have or may have become due with respect to the Fuel Supply Agreements, and there are no Tax liabilities of any Seller that could result in liability being imposed upon a Buyer as a transferee or successor as a result of the Transaction, or which otherwise attach to the Fuel Supply Agreements. Sellers have collected all sales and use Taxes required to be collected with the Business, and have remitted (or will remit on a timely basis) such amounts to the appropriate taxing authorities, or have been furnished properly completed exemption certificates. Sellers have also: (i) paid all Taxes imposed on Seller with respect to petroleum or petroleum products, motor fuels, taxable fuels, refined fuels, or other fuels or fuel products, whether imposed by federal, state, or local taxing authorities; and (ii) completed, filed, renewed, and maintained all available certificates, certifications, registrations, or similar documentation that may reduce or eliminate any such tax.

(d) Except as set forth in Schedule 5.1(b), attached to and made a part of this Agreement: (i) no Tax Return is currently under Audit by any taxing authority and no notice of any such Audit has been received, and (ii) no deficiencies for any Taxes have been proposed, asserted, or assessed by any taxing authority with respect to liabilities for Taxes which have not been fully paid or finally settled.

(e) The Transaction does not fall within the scope of, and is not otherwise subject to any Bulk Sales Law (as hereinafter defined), except for the Pennsylvania Bulk Sales Act.

5.2. Assumed Contracts and Purchased Leases. Each Assumed Contract and each Purchased Lease is in full force and effect and is valid and enforceable against Tri-State, and, to Tri-State's Knowledge, the other party or Parties thereto in accordance with its terms, except as such may be limited by bankruptcy, insolvency, reorganization or other Laws affecting creditors' rights generally, and by general equitable principles. Except as set forth on Schedule 5.2, attached to and made a part of this Agreement, Tri-State is in compliance in all material respects with all terms and requirements of each Assumed Contract and each Purchased Lease, and no material breach or default by Tri-State of any provision thereof, nor to Tri-State's Knowledge, any condition or event that, with notice or lapse of time or both, would constitute such a breach or default, has occurred. To Tri-State's Knowledge, and except as set forth on Schedule 5.2, no material breach or default by any other party to any Assumed Contract or any Purchased Lease of any provision

thereof, nor any condition or event that, with notice or lapse of time or both, would constitute such a breach or default, has occurred. Tri-State has delivered to Buyers true, correct and complete copies of each Assumed Contract, Tenant Lease and Purchased Lease applicable to Tri-State.

5.3. Labor Matters.

(a) Except as set forth on Schedule 5.3, attached to and made a part of this Agreement, there are no contracts or agreements, oral or written, and no current negotiations pertaining thereto, with any employee at any Location, including any employment, severance or retention agreements. For purposes of clarity, the term "employee" as used in this Agreement refers to full-time employees who worked for the Business at a Location immediately prior to the Closing.

(b) Except as set forth on Schedule 5.3:

(i) Tri-State is not a party to or bound by any collective bargaining agreement, labor contract or other written or oral agreement or understanding with any union or labor organization covering wages, hours or terms or conditions of employment with respect to any Location;

(ii) to Tri-State's Knowledge, there are no organizational campaigns, demands, petitions or Proceedings currently pending or overtly threatened by any union, labor organization or group of employees seeking recognition or certification as collective bargaining representative of any group of employees of Tri-State at any Location;

(iii) since January 1, 2020, Tri-State has not experienced any labor strike, work stoppage or lockout with respect to any Location and, to Tri-State's Knowledge, no labor strike, work stoppage or lockout has been overtly threatened against Tri-State with respect to any Tri-State Location; and

(iv) there are no material disputes, complaints or Proceedings relating to labor matters pending or, to Seller's Knowledge, threatened against Seller with respect to any Location.

5.4. Financial Statements.

(a) Tri-State has made available to Buyers internally prepared, unaudited, store-level summary profit and loss statements and store-level EBITDA (earnings before interest, tax, depreciation and amortization) for each of the Owned Locations for each of (A) the twelve-month period ended December 31, 2018, (B) the twelve-month period ended December 31, 2019, (C) the twelve-month period ended December 31, 2020 and (D) the six-month period ended June 30, 2021 (collectively, the "Site-Level Financial Statements"), which are attached hereto in Schedule 5.4(a), attached to and made a part of this Agreement. The Site-Level Financial Statements (X) fairly present in all material respects the results of operations for each of the Owned Locations as of the respective dates thereof and for the respective periods covered thereby, and (Y) were prepared consistently with the books and records of the Sellers.

(b) Tri-State has made available to Buyers internally prepared, unaudited, segment-level summary profit and loss statements and segment-level EBITDA (earnings before interest, tax, depreciation and amortization) for the Fuel Supply Business for each of (A) the twelve-month period ended December 31, 2018, (B) the twelve-month period ended December 31, 2019, (C) the twelve-month period ended December 31, 2020 and (D) the six-month period ended June 30, 2021 (collectively, the "Fuel Supply Business Financial Statements"), which are attached hereto in Schedule 5.4(a). The Fuel Supply Business Financial Statements (X) fairly present in all material respects the results of operations for the Fuel Supply Business as of the respective dates thereof and for the respective periods covered thereby, and (Y) were prepared consistently with the books and records of the Sellers.

(c) Tri-State has made available to Buyers, true, correct and completed copies of the audited financial statements consisting of the consolidated balance sheets of EJC Legacy Inc. and subsidiaries as of December 31st in each of the years 2020, 2019 and 2018, and the related consolidated statements of income, members' equity and consolidated cash flows for the years then ended (the "Audited Financial Statements"). The Audited Financial Statements have been prepared in accordance with Generally Accepted Accounting Principles ("GAAP") applied on a consistent basis throughout the period involved. The Audited Financial Statements are based on the books and records of the Business, and fairly present the financial condition of the Business as of the respective dates they were prepared and the results of the operations of the Business for the periods indicated.

(d) Except as set forth in any financial statement(s) identified in this Section 5.4 above, to the Knowledge of Seller, (i) the Business is not subject to any liability or obligation (whether direct or indirect, accrued, fixed, contingent, or otherwise), other than immaterial current liabilities and obligations incurred in the ordinary and usual course of business consistent with past practice, and (ii) and there are no facts or circumstances relating to the Business that would, alone or in the aggregate, reasonably be expected to have a Material Adverse Effect.

5.5. Absence of Certain Changes or Events: Except as set forth in Schedule 5.5, attached to and made a part of this Agreement, since January 1, 2021:

(a) Sellers have operated the Assets and the Business only in the ordinary and usual course of business consistent with past practice;

(b) There has not occurred any event or circumstance that would have required the consent of, or notice to, Buyers pursuant to this Agreement had it been in effect on such date; and

(c) There has not occurred any other event, circumstance, or change in the Assets or the activities, holdings, results of operations, or condition (financial or otherwise) of the Business that, alone or in the aggregate, has had or reasonably could reasonably be expected to have a Material Adverse Effect.

5.6. Contracts: Equipment Leases. To Tri-State's Knowledge:

(a) The Assumed Contracts constitute all of the Contracts to which a Seller is a party that relate in any material way to the Business. True, correct and complete copies of all of the Assumed Contracts, in each case as amended through the date hereof, have been delivered to Buyers.

(b) In addition, with respect to each Fuel Supply Agreement, (i) such agreement is in full force and effect and no uncured breach or default exists on the part of the Seller(s) party thereto or the buyer/retailer/dealer thereunder ("Dealer"); (ii) such Dealer has not previously asserted, and is not currently asserting, any claim of offset or other defense with respect to its obligations and/or Seller's rights under the Fuel Supply Agreement; (iii) except as expressly set forth in the applicable Fuel Supply Agreement, such Dealer is not entitled to any concession, rebate, or allowance under the Fuel Supply Agreement or any other written or oral agreement with Seller; (iv) Seller is, and at all times has been, in compliance with all material terms and conditions of the Fuel Supply Agreement; (v) Seller has not given to or received from the Dealer any notice or other communication regarding, and is not otherwise aware of, any actual, alleged, possible, or potential violation or breach of, or default under, the Fuel Supply Agreement; and (vi) there has been no renegotiation of, nor or has there been any request or attempt to renegotiate, any amounts paid or payable to Seller under the Fuel Supply Agreement, nor are there any outstanding rights entitling Dealer to such renegotiation. Except as set forth on Schedule 5.6(b), attached to and made a part of this Agreement, there have been and are no amendments or modifications of the Fuel Supply Agreement, whether written or oral, and Seller has not waived or suspended compliance with any provision(s) thereof and is enforcing the Fuel Supply Agreement in accordance with its terms.

(c) In addition, with respect to each Assumed Contract that is a lease of equipment or other personal property, except as set forth in Schedule 5.6(c), attached to and made a part of this Agreement: (i) such lease creates a valid leasehold interest in all property purported to be leased thereunder; (ii) all rent and other required payments have been timely paid by Seller through the date of this Agreement; (iii) Seller is in possession and quiet enjoyment of all of such property; and (iv) Seller has the right, subject to the consent of the lessor, to assign such lease to Buyer hereunder and, upon such assignment, Buyer will have all rights of the lessee thereunder for its own use and benefit for the remaining term of such lease and any renewals thereof.

(d) Schedule 5.6(d), attached to and made a part of this Agreement, contains a true and complete list of all security (or similar) deposits made by any buyer (retailer/dealer) to Seller under or in connection with the Fuel Supply Agreements, including the specific amounts and forms thereof (i.e., cash, letter of credit, or some other form). Such deposits (the "Dealer Security Deposits") are the only such deposits held by Seller and are held in accordance with the respective Fuel Supply Agreements. None of the Dealer Security Deposits is subject to any contest, claim, or right of set-off, including any claim relating to the amount or validity of such Dealer Security Deposit; no such contest, claim, or right has been threatened or asserted; and, to the knowledge of Seller, no

event has occurred, or circumstance exists which is likely to give rise to or serve as a basis for the commencement of any such contest or claim.

5.7. Branding and Other Incentives. Schedule 5.7, attached to and made a part of this Agreement, accurately and completely lists all of the Assumed Contracts governing the repayment by Seller or its dealers of branding and other incentive funds and describes, (i) all Unamortized Funds which are presently a liability of a Seller for all Locations; (ii) all incentive funds received by a Seller in connection with the Locations, whether such funds have been retained by such Seller or remitted to the pertinent dealer, and Seller's obligation to repay such funds; and (iii) all incentive funds provided to dealers by Seller from Seller's own funds.

5.8. Branding/Debranding. Except as described on Schedule 5.8, attached to and made a part of this Agreement, none of the Locations is presently in the process of being branded, re-branded, or debranded by or for a petroleum supplier.

ARTICLE VI

SELLERS' REPRESENTATIONS AND WARRANTIES

Subject to the exceptions, disclaimers and other matters set forth in this Agreement, each Seller represents and warrants to Buyers that the statements contained in this Article VI are true and correct as of the Effective Date.

6.1. Organization and Existence. Seller is duly organized and validly existing under the Laws of the state of its incorporation or organization, and is duly qualified or licensed to do business in all states in which it is necessary and required to be so qualified or licensed in order to perform the obligations and effect the Transaction.

6.2. Due Authorization; Enforceability; Absence of Conflicts. Seller has the corporate or limited partnership power and authority to enter into and perform its obligations under this Agreement and each other agreement, document, instrument or certificate contemplated by this Agreement to be executed by Seller in connection with the consummation of the Transaction (all such other agreements, documents, instruments and certificates required to be executed by one or more Sellers being hereinafter referred to, collectively, as the "Seller Documents"). The execution, delivery and performance by Seller of this Agreement and each Seller Document has been duly authorized and approved by all necessary corporate action on the part of Seller. This Agreement has been, and the Seller Documents at or before the Closing will be, duly executed and delivered by Seller and, assuming the due authorization, execution and delivery by the other Parties and thereto, this Agreement constitutes, and the Seller Documents when so executed and delivered will constitute, legal, valid and binding obligations of Seller, enforceable against Seller according to their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity. Neither the execution and delivery by Seller of this Agreement or any of the Seller Documents, nor the consummation of the Transaction or the Seller Documents, nor compliance by Seller with any of the provisions of this Agreement or the Seller Documents, will (a) conflict with, or result in the breach of, any provision of the organizational documents of Seller,

(b) conflict with, violate, result in the breach or termination of, or constitute a default under, any agreement to which Seller is a party or by which it or any of its properties or assets is bound or subject (so long as the Consents set forth or referred to on Schedule 6.3, attached to and made a part of this Agreement, are obtained or satisfied prior to the Closing), or (c) constitute a violation of any Law applicable to Seller.

6.3. Consents. Except as set forth on Schedule 6.3, no Consent, approval of or by, or filing or notice to any other Person is required on the part of Seller in connection with the execution and delivery of this Agreement or any of the Seller Documents or the compliance by Seller with any of the provisions of this Agreement or the Seller Documents, except where the failure to obtain such consent or approval, make such filing or give such notice would not reasonably be expected to have a Material Adverse Effect on the ownership, operation, use or value of the Assets.

6.4. Proceedings. Except as set forth on Schedule 6.4, there is no Proceeding pending or, to the Knowledge of Seller, threatened against any Seller relating to the Assets or the Locations, or that seeks to enjoin or obtain damages in respect of the consummation of the Transaction, or that questions the validity of this Agreement, any Seller Document or any action taken by Seller(s) in connection with the consummation of the Transaction or any Seller Document.

6.5. Warranty of Title. Sellers are the true and lawful owners of, and own all right, title, and interest in and to, all of the Assets, free and clear of all liens not constituting a Permitted Encumbrance, but subject to the matters set forth on Schedule 6.5. Upon the Closing pursuant to this Agreement, (i) all right, title, and interest in and to all of the Assets, free and clear of all liens not constituting a Permitted Encumbrance, will pass to Buyers, and (ii) all of the Assumed Contracts and assignable Permits included in the Assets shall be validly assigned to Buyers and Buyers shall have all of the rights and privileges thereunder to the same extent as though Buyers were original parties thereto or permittees thereunder. To Seller's Knowledge, no person has any right to assert any lien not constituting a Permitted Encumbrance in any amount against any of the Assets.

6.6. Brokerage Fees. Sellers have agreed to pay a brokerage fee to MCMG Capital Advisors, Inc. when due and payable. No Seller is a party to any contract or undertaking to pay any broker's, finder's, or financial advisor's fee in connection with the origin, negotiation, execution or performance of this Agreement that will require the payment of any such fee by Buyers.

6.7. Property Taxes. All Property Taxes owed by Seller have been duly paid on a timely basis.

6.8. Condemnations. Except as set forth on Schedule 6.8, attached to and made a part of this Agreement, Seller has not received any written notice of any condemnation, expropriation, eminent domain or similar Proceeding affecting all or any portion of any Location, nor to the Seller's Knowledge is there any pending condemnation, expropriation, eminent domain or other similar Proceeding affecting all or any portion of any Location.

6.9. Compliance With Laws; Permits. To Seller's Knowledge, except as set forth on Schedule 6.2, since January 1, 2020, Seller has not received official notice of any alleged violation

of, or any citation for noncompliance with, any Law or Permit relating to the Assets, except for violations, noncompliance or other matters, if any, which would not reasonably be expected to have a Material Adverse Effect on the ownership, transferability, operation, use or value or any of the Assets. To Seller's Knowledge, except as set forth on Schedule 6.9, Seller is in compliance with all Laws and Permits applicable to the Assets and the operation and/or ownership of the Assets as currently operated and owned, in all material respects. A list of all Permit-related violations or citations issued with respect to any Location owned by one or both Seller(s): (i) since January 1, 2020 and previously resolved, or (ii) which are unresolved, regardless of when issued, is set forth on Schedule 6.9.

6.10. Environmental Matters. To Seller's Knowledge:

(a) except as set forth on Schedule 6.10, there are no releases of Hazardous Materials on, under, or from any of the Purchased Owned Real Properties or Purchased Leased Real Properties that are required to be reported or for which Remedial Measures are required to be performed under any Environmental Law(s);

(b) the Purchased Owned Real Properties and Purchased Leased Real Properties and the operations conducted thereon by Tri-State are in material compliance with all applicable Environmental Laws;

(c) Tri-State holds all material Permits which are required pursuant to Environmental Laws for the operation of the Assets as currently operated;

(d) since January 1, 2018 and through the Effective Date, Seller has not received any written notice from a Governmental Entity of any material violation of Environmental Laws in, on, under or from any Purchased Owned Real Properties or Purchased Leased Real Properties other than any such violation related to investigatory, corrective or remedial obligations under Environmental Laws which has been dismissed or for which Tri-State has received a Closure Letter; and

(e) as of the Closing Date, the Owned Fuel Equipment complies in all material respects with applicable requirements relating to the registration, reporting, licensing, and use of underground storage tank systems (the "UST Systems"), and the UST Systems and Sellers, as owners and/or operators thereof, qualify for inclusion in the Ohio or Pennsylvania leaking underground storage tank reimbursement fund, and the UST Systems have been registered and are in compliance in all material respects with all substantive and administrative requirements of such programs so as to qualify for all applicable reimbursements pursuant thereto.

This Section 6.10 contains the sole and exclusive representations and warranties of Seller with respect to all matters, specifically including, without limitation, environmental matters, including any matters arising under Environmental Laws.

6.11. Real Property Assets.

(a) Sellers have good, marketable, and indefeasible fee simple title to the Purchased Owned Real Properties, subject only to the Permitted Encumbrances.

(b) Except for the obligations under Contracts identified on Schedule 6.11(b), there are no covenants, contracts, restrictions, or other arrangements or understandings (whether or not in writing or of record) respecting the Purchased Owned Real Properties or Purchased Leased Real Properties or the use or possession thereof that would require payment by Buyers to any person, owners' association or other entity of or for shared easements, improvements, utilities, services, or for other reasons.

(c) Except with respect to the Tenant Leases and the Contracts identified on Schedule 6.11(b), no person or entity has a right to use or possession of any Purchased Owned Real Properties or Purchased Leased Real Properties pursuant to any lease or otherwise.

(d) There is not presently pending any special assessment of any nature with respect to the Locations or any part thereof, and Seller has not received notice of or become aware of any special assessment being contemplated, planned, or proposed.

(e) Seller is not involved in any proceedings by or against Seller in any court under federal or state bankruptcy laws or any other insolvency or debtor's relief act, or for the appointment of a trustee, receiver, liquidator, or assignee or other similar official.

(f) Neither Seller nor any Location is subject to any contract, including, without limitation, any right of first refusal, option to purchase, or lease granted to a third person, which could or would prevent such Seller from completing, or impair such Seller's ability to complete, the Transaction, or which would bind Seller, any Buyer, or the Locations subsequent to consummation of the Transaction.

(g) Seller is not bound by any contract, or subject to any restriction imposed by any Governmental Entity, or subject to any legal requirement, which could restrict or interfere with the use or ownership of the Locations as currently used.

(h) To Seller's Knowledge, except as set forth in Schedule 6.11(b): (i) the Locations comply in all material respects with all Laws, including, without limitation, all health, building, fire, safety, and other codes, ordinances, and requirements; (ii) the Locations are in compliance in all material respects with all applicable zoning requirements and the use of the Locations for bulk plant, restaurant, or convenience store/retail fuel sales, as applicable, is a permitted or legally established use under all applicable zoning requirements and other Laws.

(i) There is available to each Property, through public or private easements or rights-of-way abutting or crossing such Property, a water supply and sanitary sewer service approved by all applicable Governmental Entities having jurisdiction, as well as electric, gas (if applicable), and telephone service, all in sufficient capacity to serve the needs of such Property. On the Closing Date, each Location will be served by public utilities sufficient to permit full utilization of such Location consistent with the use thereof as of the Closing Date and all utility connection fees will have been paid in full.

(j) No condemnation or eminent domain proceedings affecting any of the Locations have been commenced or, to the Knowledge of Seller, are contemplated.

(k) There are no outstanding mechanics' liens, or rights to claim a mechanic's lien, in favor of any mechanic, materialman, laborer, or any other person in connection with labor or materials furnished to or performed on any portion of the Locations that will not have been fully paid for on or prior to the Closing Date. No work has been performed or is in progress at, nor have materials been supplied to, any of the Locations, nor have any agreements been entered into for work to be performed on or materials to be supplied to any of the Locations prior to the Effective Date which will not have been fully paid for on or prior to the Closing Date or which might provide the basis for the filing of such liens against the Locations or any portion thereof. After the Effective Date, Seller will not create, permit or suffer any lien or other encumbrance to attach to or affect the Locations, except for the lien of non-delinquent Property Taxes.

6.12. Property and Equipment. To Seller's Knowledge, Schedule 1.1(g) sets forth a true, correct and complete list of all of the Owned Fuel Equipment as of the Effective Date.

6.13. Absence of Litigation. Except as set forth in Schedule 6.13, attached to and made a part of this Agreement: (i) there is no claim, action, suit, proceeding, or investigation of any kind, at law or in equity (including actions or proceedings seeking injunctive relief), by or before any Governmental Entity pending or, to the Knowledge of Seller, threatened against or related to Seller, the Assets, or the use thereof; and (ii) Seller is not a party or subject to, or in default under, any judgment, order, or decree of any Governmental Entity.

ARTICLE VII

BUYERS' REPRESENTATIONS AND WARRANTIES

Subject to the exceptions, disclaimers and other matters set forth in this Agreement, each Buyer represents and warrants to Sellers as follows:

7.1. Organization and Good Standing. Buyer is a business entity duly organized, validly existing and in good standing under the Laws of its state of organization or incorporation, and is duly qualified or licensed to do business in all states where it is necessary and required to be so qualified or licensed in order to perform the obligations and effect the Transaction.

7.2. Due Authorization; Enforceability; Absence of Conflicts. Buyer has the organizational power and authority to own its property and to carry on its business as now conducted and to enter into and to carry out the terms and conditions of this Agreement and each other agreement, document, instrument or certificate contemplated by this Agreement to be executed by Buyer in connection with the consummation of the Transaction (all such other agreements, documents, instruments and certificates required to be executed by Buyer being hereinafter referred to, collectively, as the "Buyer Documents") and to perform fully its obligations under this Agreement and the Buyer Documents. The execution, delivery and performance by Buyer of this Agreement and each Buyer Document has been duly authorized and approved by all necessary entity action on the part of Buyer. This Agreement has been, and the Buyer Documents at or before the Closing will be, duly executed and delivered by Buyer and (assuming the due authorization, execution and delivery by the other Parties hereto and thereto) this Agreement constitutes, and the Buyer Documents when so executed and delivered will constitute, the legal,

valid and binding obligations of Buyer, enforceable against Buyer according to their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity. Neither the execution and delivery by Buyer of this Agreement or any of the Buyer Documents, nor the consummation of the Transaction or the Buyer Documents, nor compliance by Buyer with any of the provisions of this Agreement or the Buyer Documents, will (a) conflict with, or result in the breach of, any provision of the organizational or governing documents of Buyer, (b) conflict with, violate, result in the breach or termination of, or constitute a default under, any agreement to which Buyer is a party or by which it or any of its properties or assets is bound or subject or (c) constitute a violation of any Law applicable to Buyer.

7.3. Consents. No Consent or Permit of, or declaration or filing with, or notification to, any Person is required on the part of Buyer in connection with the execution and delivery of this Agreement or any of the Buyer Documents or the compliance by Buyer with any of the provisions of this Agreement or the Buyer Documents.

7.4. Litigation. There is no Proceeding pending or, to the knowledge of Buyer, threatened against Buyer that seeks to enjoin or obtain damages in respect of the consummation of the Transaction or the Buyer Documents or that questions the validity of this Agreement, any of the Buyer Documents or any action taken or to be taken by Buyer in connection with the consummation of the Transaction or the Buyer Documents.

7.5. Brokerage Fees. Buyer has not acted in a manner that could cause Sellers to incur liability to any Person for brokerage commissions, finder's fees or other remuneration in connection with the sale of the Assets or the Transaction.

7.6. Financial Capacity. Buyers have cash available or has existing borrowing facilities which together are sufficient to enable it to consummate the Transaction.

7.7. OFAC. Buyer is currently (a) in compliance with, and shall at all times during the term of this Agreement remain in compliance with, the regulations of the Office of Foreign Assets Control ("OFAC") of the U.S. Department of Treasury and any statute, executive order (including Executive Order 13224, dated September 24, 2001 and entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"), or regulation relating thereto, and (b) not listed on, and shall not during the term of this Agreement be listed on, the Specially Designated Nationals and Blocked Persons List maintained by OFAC and/or on any other similar list maintained by OFAC or other Governmental Entity pursuant to any authorizing statute, executive order, or regulation.

ARTICLE VIII

DUE DILIGENCE AND DISCLAIMER OF WARRANTIES

8.1. Due Diligence: Confidential Information. Buyers acknowledge that, except for those limited items of due diligence within the scope of the provisions of Section 8.2 and Section 9.7, Buyers have completed Buyers' due diligence investigation of the Locations to Buyers' satisfaction and, in connection with such due diligence, has received information about the Locations (the "Confidential Information"). Buyers shall continue to be bound by all agreements

under which Buyers received such Confidential Information and agreed to maintain the confidentiality of such Confidential Information (the "Confidentiality Agreement"). If this Agreement is terminated before the Closing, Buyers promptly shall, at Sellers' request, return to Sellers or destroy all Confidential Information and shall not retain copies thereof; provided, that Buyers shall not provide any ESA or other environmental reports of any kind to Sellers unless Sellers expressly request Buyers to provide any such items to Sellers.

8.2. Environmental Site Assessment. Sellers recently obtained Phase I Environmental Site Assessments for each Location (collectively, "Sellers' ESAs"). Upon execution of this Agreement, Buyers shall arrange for reliance letters to be issued to Buyers from the issuer and shall reimburse Seller at Closing for the documented expense incurred by Sellers for such Phase I Environmental Site Assessments, as set forth in Schedule 8.2, attached to and made a part of this Agreement, less the cost of the reliance letters obtained by Buyers. In addition, Buyers, at their sole expense, shall have the right to perform an Environmental Site Assessment ("ESA") at each Location during the first sixty (60) days after the Effective Date, provided that (a) any Phase I ESA conforms to American Society for Testing and Materials (ASTM) Standard E1527-13 or any applicable updated ASTM standard as of the date of Closing, (b) the ESA does not damage or interfere with the operation of the respective Location; and (c) Buyers provide Sellers, at Sellers' request, with a copy of the ESA report promptly after the report is issued. Buyers' right to conduct an ESA, shall not be a condition to the Closing, and failure to perform or complete the ESA shall not extend the date for the Closing. If Buyers elect to perform any ESA at a Location, Buyers shall notify Sellers in writing at least forty-eight (48) hours in advance of the date that such assessment is to occur. Neither Buyers nor Buyers' agents or consultants shall communicate with any employees at a Location about the reason for the ESA or about anything related to a potential sale to Buyers. Buyers' entry upon a Location for the purposes of any ESA shall be done at its sole risk and expense, and Buyers shall comply with any other legal requirements such as obtaining licenses, drilling permits, and other authorizations that may be necessary to conduct the desired activities. Buyers shall indemnify and hold Sellers harmless from and against any losses incurred by Sellers arising out of the actions or omissions of Buyers, or Buyers' agents or contractors in the performance of any such ESA. Buyers shall return each Location substantially to its previous condition upon completion of its activities in connection with the ESA. Sellers may have representatives present for Buyers' ESAs and Buyers will reasonably cooperate to facilitate the same. Buyers' agent conducting any due diligence at the Locations shall provide written proof of insurance covering any accidental injury to persons or damage to property.

8.3. Notices to Governmental Entities. If Buyers are aware of any condition at the Locations (revealed by an ESA or otherwise) that in Buyers' judgment may require disclosure by a Seller or Buyers to any Governmental Entity, Buyers shall immediately notify Sellers of such judgment. In such event, Sellers, and not Buyers, Buyers' agents, or anyone acting on Buyers' behalf, shall make such legal determinations regarding disclosures as Sellers deem appropriate, and in no event shall Buyers, Buyers' agents, or anyone acting on Buyers' behalf, make disclosures to any Governmental Entity.

8.4. Buyers' Acknowledgements. Buyers specifically acknowledge that, except for Sellers' representations and warranties set forth in this Agreement, and subject to Sellers' obligations contained in this Agreement, Buyers are not relying on any representations or warranties of any kind whatsoever, express or implied, from Sellers or any director, officer,

shareholder, partner, trust, employee, representative, broker, Affiliate or agent of Sellers, as to any matters concerning the Locations, the Assets and/or the operations or financial results of the same, including without limitation: (a) the condition or safety of the Assets, the Locations or any improvements thereon, including plumbing, sewer, heating and electrical systems, roofing, air conditioning, if any, foundations, soils and geology, lot size, or suitability of the Locations or their improvements for a particular purpose; (b) whether the appliances, if any, plumbing or utilities are in working order; (c) the habitability or suitability for occupancy of any structure and the quality of its construction; (d) the fitness or condition of any personal property; (e) whether the fixtures or improvements, including the Owned Fuel Equipment, are structurally sound, in good condition, or in compliance with applicable Laws; (f) the profits or losses relating to operations at the Locations; (g) the legal or Tax consequences of this Agreement or the Transaction; (h) the environmental condition of the Locations, including without limitation the possible presence of petroleum products or other Hazardous Material in, under or near the Purchased Owned Real Properties or Purchased Leased Real Properties; (i) the compliance of the Assets or the operation of the Assets with any Laws; or (j) the completeness or accuracy of any information provided to Buyers by Sellers or its agents. Without limiting the generality of the foregoing, Buyers acknowledge that they are not relying on any of the following information that may have been provided to Buyers by Sellers or any director, officer, employee, shareholder, partner, trust, representative, broker, Affiliate or agent of Sellers, any management presentation, information or offering memorandum, supplemental information, data room, estimate, projection, forecast, budget or other forward-looking information or other materials or information with respect to any of the above. Buyers understand the legal significance of the foregoing provisions and acknowledges that they are a material inducement to Sellers' willingness to enter into this Agreement.

8.5. Disclaimer of Other Representations and Warranties and Non-Reliance. BUYERS ACKNOWLEDGES THAT BUYERS HAVE BEEN GIVEN THE OPPORTUNITY TO EXAMINE ALL ASPECTS OF THE PURCHASED OWNED REAL PROPERTIES AND PURCHASED LEASED REAL PROPERTIES AND OTHER ASSETS BEFORE BUYERS' EXECUTION AND DELIVERY OF THIS AGREEMENT (ALTHOUGH BUYERS HAVE NOT YET COMPLETED THOSE ITEMS OF DUE DILIGENCE WITHIN THE SCOPE OF THE PROVISIONS OF SECTION 8.2 AND SECTION 9.7). ACCORDINGLY, BUYERS AGREE THAT, SUBJECT TO SELLERS' REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, THE ASSETS SHALL BE SOLD AND THAT BUYERS SHALL ACCEPT POSSESSION OF THE ASSETS AT THE CLOSING STRICTLY ON AN "AS IS, WHERE IS, WITH ALL FAULTS" BASIS, WITH NO RIGHT OF SET-OFF OR REDUCTION IN THE TOTAL CONSIDERATION AND THAT, EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES OF SELLERS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SALE OF ASSETS AND OTHER TRANSACTION SHALL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF INCOME POTENTIAL, OPERATING EXPENSES, USES, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, AND SELLERS DO HEREBY DISCLAIM AND RENOUNCE ANY SUCH OTHER REPRESENTATION OR WARRANTY.

BUYERS ACKNOWLEDGE THAT THEY ARE SOPHISTICATED BUYERS WHO (EXCEPT FOR THOSE LIMITED ITEMS OF DUE DILIGENCE WITHIN THE SCOPE OF

THE PROVISIONS OF SECTION 8.2 AND SECTION 9.7) HAVE HERETOFORE HAD OPEN ACCESS TO, AND SUFFICIENT TIME TO REVIEW, ALL INFORMATION, DOCUMENTS, AGREEMENTS, STUDIES AND TESTS RELATING TO THE ASSETS THAT BUYERS DEEMED OR DEEM NECESSARY TO REVIEW IN THEIR SOLE DISCRETION, AND HAVE OR HEREAFTER SHALL HAVE CONDUCTED A COMPLETE AND THOROUGH INSPECTION, ANALYSIS AND EVALUATION OF THE ASSETS, INCLUDING BUT NOT LIMITED TO AN ESA (IF BUYERS ELECT TO PERFORM AN ESA IN ACCORDANCE WITH SECTION 8.2). EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES OF SELLERS EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYERS HEREBY RELEASE SELLERS, SHAREHOLDERS, DIRECTORS, MANAGERS, OFFICERS, PARTNERS, TRUSTS, OWNERS, AND THEIR RESPECTIVE AGENTS, AFFILIATES AND EMPLOYEES, FROM ANY AND ALL LIABILITY, RESPONSIBILITY, CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RELATED TO THE CONDITION OF THE ASSETS OR THEIR SUITABILITY FOR ANY PURPOSE.

EXCEPT AS SET FORTH HEREIN OR IN THE SCHEDULES, SELLERS MAKE NO REPRESENTATION OR WARRANTY AS TO THE TRUTH, ACCURACY OR COMPLETENESS OF ANY MATERIALS, DATA OR OTHER INFORMATION, INCLUDING THE BOOKS AND RECORDS, DELIVERED BY SELLERS TO BUYER (OR OTHERWISE MADE AVAILABLE) IN CONNECTION WITH THE TRANSACTION.

BUYERS ACKNOWLEDGE THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT AND THE RELATED INFORMATION IN THE SCHEDULES, BUYERS ARE NOT RELYING ON ANY REPRESENTATION OR WARRANTY OF SELLER OR ANY OWNER, SHAREHOLDER, TRUST, PARTNER, DIRECTOR, OFFICER, EMPLOYEE, REPRESENTATIVE, BROKER, AFFILIATE OR AGENT OF SELLERS IN DECIDING TO ENTER INTO THE TRANSACTION.

THE SURVIVAL OF THE PROVISIONS OF THIS SECTION 8.5 ARE A MATERIAL INDUCEMENT TO SELLERS ENTERING INTO THIS AGREEMENT AND ACCORDINGLY SHALL SURVIVE THE CLOSING OR EARLIER TERMINATION OF THIS AGREEMENT AND SHALL BE DEEMED TO BE INCORPORATED INTO THE CLOSING DOCUMENTS TO BE DELIVERED AT THE CLOSING.

ARTICLE IX

ADDITIONAL AGREEMENTS AND COVENANTS

9.1. Title to Purchased Owned Real Properties. At the Closing, and in accordance with Schedule L.1, Sellers, as applicable, shall convey to Buyers, title to the Purchased Owned Real Properties by the Deeds, free from all liens, claims and encumbrances except the Permitted Encumbrances.

9.2. Announcements. None of the Sellers nor Buyers shall issue or permit to be issued any press release or public announcement concerning the execution and delivery of this Agreement or the Transaction without first obtaining the prior written consent of the other Parties, such approval not to be unreasonably withheld; provided that, such press release or public

announcement specifically shall not disclose the amount of Total Consideration or the amount of the Asset Purchase Price; and provided further that, notwithstanding the foregoing, (a) Sellers or Buyers may make any disclosures as required by applicable Law or agreement with any securities exchange; (b) Sellers may disclose this Agreement to any lender holding an Encumbrance on any Asset subject to this Agreement, to any landlord or landlord lender and any counterparty to any Assumed Contract in order to comply with Seller's obligations under this Agreement; (c) Sellers or Buyers may disclose the identity of the other Parties and terms of this Agreement to their respective employees, vendors, outside counsel or other outside professionals on a need-to-know basis in connection with pursuing consummation of the Transaction; provided that, such disclosing Parties shall ensure that all such employees, vendors, outside counsel or other outside professionals who are given access to the identity of the other Party and terms of this Agreement are bound by nondisclosure and limited use obligations at least as stringent as those contained in this Agreement; and (d) Sellers, or their Affiliates, and Buyers, or their Affiliates, may provide general information about the subject matter of this Agreement (which specifically does not permit Sellers or Buyers or any Affiliate to disclose the amount of Total Consideration or the amount of the Asset Purchase Price) in connection with their normal fund raising, marketing, information or reporting activities.

9.3. Insurance and Casualty. Sellers shall keep the Assets insured, at Sellers' expense, with such policy types and coverage amounts as Sellers maintain in the Ordinary Course of Business until the Closing or termination of this Agreement. If there is any material damage to or destruction of a Location or any portion thereof, before the Closing, the Closing shall, at Seller's sole discretion, nevertheless proceed; provided, however, that, unless before the Closing the same shall have been remedied and restored to substantially the same condition as it was on the Effective Date, at the Closing, Sellers shall pay over or assign to Buyers any insurance proceeds due Sellers as a result of such damage or destruction (without recourse to Sellers) and Buyers shall assume responsibility for such repair and receive a credit against the Total Consideration for any applicable policy deductible, unless Sellers previously paid all or any portion of such deductible, in which event Buyers shall only receive a credit for the unpaid portion of the subject deductible.

9.4. Condemnation. If, before the Closing, any part of the Purchased Owned Real Properties or Purchased Leased Real Properties is taken, or noticed for taking, by eminent domain, Sellers shall promptly give Buyers written notice thereof and the Closing shall at Sellers' sole discretion nevertheless proceed; provided, however, Sellers shall, at the Closing, deliver to Buyers the net proceeds of any award or other proceeds of such taking which may have been collected by Sellers before the Closing or, if the award or other proceeds have not been fully collected, deliver to Buyers an assignment (without recourse to Sellers) of Sellers' right to any such award or other proceeds which may be payable as a result of any such taking, and Buyers shall pay the full Total Consideration without offset or reduction.

9.5. Mutual Cooperation. From and after the Effective Date and until the Closing or earlier termination of this Agreement:

(a) Buyers shall use commercially reasonable efforts to cause the consummation of the Transaction according to the terms and conditions of this Agreement, and Sellers shall use commercially reasonable efforts to cause the consummation of the Transaction according to the terms and conditions hereof.

(b) Sellers shall use commercially reasonable efforts to obtain the written Consent to the transfer or assignment to Buyers of any of the Assets, where the Consent of any other party may be legally required for such assignment and transfer. Buyers agree to cooperate as reasonably necessary with Sellers to secure such Consents, including supplying information about Buyers as may be reasonably requested by third parties, if applicable. Buyers shall bear the any charges imposed for any transfer and any Consent fees.

(c) Sellers and Buyers each shall prepare any and all documentation and supply any and all information required by any Governmental Entity to be filed by Buyers or Sellers, as the case may be, before conveying the Assets as contemplated by this Agreement, and in connection with such conveyance shall timely make the necessary filings or applications relating thereto. Each of Buyers and Sellers agrees to cooperate with the other in the completion, execution and submission of any such filings or applications.

9.6. Environmental Responsibilities.

(a) Known Pollution. Any releases or suspected release of Hazardous Materials (a "Release"), pollution, or contamination identified in the Sellers' ESAs or any ESA (as defined herein), at a Location for which a Closure Letter (as defined in 9.6(c)) has not been received by Seller, shall be set forth on Schedule 6.10, attached to and made a part of this Agreement, and the Releases or suspected Releases listed on Schedule 6.10 shall be referred to hereinafter, collectively, as "Known Pollution." Schedule 6.10 shall include the specific Location store number, the Location address, and the estimated cost of Remedial Measures (as defined below) as determined by an environmental contractor chosen by Sellers. Schedule 6.10 shall be updated on or prior to the Closing with all Known Pollution at the Locations, and shall be mutually agreed to by the Parties as evidenced by signatures of the appropriate representative of the Parties on Schedule 6.10. For avoidance of doubt, (i) any Release or suspected Release, pollution, or contamination at a Location which is not listed on Schedule 6.10 shall not be Known Pollution; and (ii) Known Pollution shall not include any Release, pollution or contamination at a Location for which a Closure Letter has been received by Seller. The Locations for which a Closure Letter have been received as of the Effective Date are set forth on Schedule 9.6(a), and Schedule 9.6(a) shall be updated prior to Closing to reflect any additional Locations for which Closure Letters have been received. Any Release, pollution, or contamination that is not Known Pollution shall be referred to hereinafter as "New Pollution."

(b) Remedial Measures. If any Known Pollution is required to be reported to the Environmental Agency, the applicable Seller shall promptly report the same to the Environmental Agency. Such Seller shall thereafter undertake, at its expense, minimum necessary Remedial Measures (as described below) for Known Pollution to the extent and as required by Law at such Location. Sellers shall use reasonable commercial efforts to seek funds which may be available from the Underground Storage Tank Insurance Fund ("USTIF") in the Commonwealth of Pennsylvania, and Bureau of Underground Storage Tank Regulations ("BUSTR") in the State of Ohio (each, respectively, referred to as the "Tank Fund"), as applicable, or any pollution insurance maintained by Seller in relation to Locations in the State of West Virginia or the State of Ohio, to offset the cost of any

required Remedial Measures. For purposes of clarity, no Seller has any obligation to: (i) undertake Remedial Measures at any Location relating to New Pollution, or (ii) remove, treat, or dispose of any contaminated soil or groundwater encountered by Buyer or its agents or contractors as part of any activity conducted by or on behalf of Buyer after Closing. "Remedial Measures" shall consist of the minimum activities required by applicable Law and by the Environmental Agency at a Location to investigate, assess and/or remediate such releases in order to comply with all applicable Law and regulatory requirements, considering appropriate risk-based approaches. "Remedial Measures" do not include activities that exceed what is required by applicable Law, the Environmental Agency or other applicable Governmental Entities for the existing use of the applicable Location. Seller and Buyer shall cooperate with each other in Seller's performance of the Remedial Measures, including execution of documents, including environmental covenants or deed restrictions, that may be necessary to obtain reimbursement. Buyer shall provide Seller with reasonable access to each Location, and Seller shall perform the Remedial Measures in a manner that does not unreasonably interfere with Buyer's business at such Location, and at Closing Buyer shall execute and deliver to Seller a Site Access Agreement substantially in the form attached to this Agreement as Exhibit D (the "Site Access Agreement") for each Location requiring Remedial Measures. If New Pollution is commingled with Known Pollution ("Commingled Pollution") at any Location at which Seller is in the process of conducting Remedial Measures ("Open Case Location"), Buyer shall be responsible for the incremental increase in the cost of Sellers' Remedial Measures attributable to the Commingled Contamination. In the event an Environmental Agency opens a new matter or case covering New Pollution ("New Case"), Buyer shall be responsible for all costs and expenses related to the New Case, including the cost of Remedial Measures, and Seller's responsibility for the performance of Remedial Measures shall be confined to Known Pollution. In the event no New Case is opened at an Open Case Location, Buyer shall be solely responsible for the costs of Remedial Measures related to Commingled Contamination at any Location that is not an Open Case Location.

(e) Closure Letter. Sellers' obligation to conduct Remedial Measures at a Location shall be deemed completed for purposes of this Agreement upon receipt by the applicable Seller, and delivery to Buyer, of a written letter or statement from the Environmental Agency or other appropriate Governmental Entity stating that, subject to the agency's usual and customary reservation of rights, it will require no further action by Seller with respect to the release or suspected release on any Location (a "Closure Letter"). For avoidance of doubt, upon Seller's receipt, and delivery to Buyer, of a Closure Letter for a Location, no further action will be required by Seller with respect to Known Pollution at such Location. Upon receipt of Closure Letters for all Locations for which Seller is required to perform Remedial Measures with respect to Known Pollution, Seller shall not be required to take any further action under Section 9.6(b) with respect to Known Pollution. In connection with Sellers' performance of the Remedial Measures or the issuance of a Closure Letter, Sellers shall have the right to place reasonable deed restrictions on a Location, including, without limitation, prohibiting the use of groundwater under such Location for potable purposes, requiring the installation of a vapor barrier or subsurface ventilation system, and/or restricting use of such Location to non-residential purposes, provided that no such restriction shall unreasonably limit Buyer's use of said Location for its current use.

(d) Release and Indemnification. In consideration of the making of this Agreement, and the conveyance of the Locations to Buyer, and the covenants of Seller to remediate as provided in Section 9.6(b), except to the extent set forth in this Section 9.6 and as provided in Section 6.10 and the related disclosure schedule, Sellers shall have no other obligation to Buyer, and Buyer hereby releases and discharges Seller for, any liabilities, fines or penalties, costs, expenses, losses, damages, or claims ("Environmental Liabilities"), whether arising at law or in equity, whether known or unknown, and whether arising before or after the Closing, in connection with or relating to: (i) the environmental condition of any Location, including the condition of the soil or groundwater at, on, under or near any Location; and (ii) subject to Section 5.10(e), any matters relating to the Owned Fuel Equipment or releases of petroleum products or other Hazardous Material therefrom, and Buyer agrees to make no claim relating to 9.6(d)(i) or (ii) above. Except to the extent caused by, related to, or connected with a Seller's failure to conduct Remedial Measures in accordance with Environmental Laws or the requirements of Section 9.6(b), the performance of which is made such Seller's responsibility by this Agreement or any Environmental Law(s), Majors shall defend, indemnify, and hold Sellers and their Affiliates harmless from and against all Environmental Liabilities arising from or related to claims asserted by any Environmental Agency or any other instrumentality of government, related to the Known Pollution or New Pollution. Buyer acknowledges that this Section 9.6(d) was a negotiated part of this Agreement and serves as an essential component of the consideration for the Transaction. The provisions of this Section 9.6(d) shall survive the Closing for a period of thirty (30) months.

(e) Environmental Insurance Policy. Buyer shall procure the Environmental Insurance Policy as of the Closing Date, covering all of the Locations under this Agreement, and naming Buyers (and Buyers' Affiliates) as the named insured, and also naming Sellers (and Sellers' Affiliates) as additional insureds thereunder. Coverage of the above-described additional insured shall be primary, not contributory or excess, provided that coverage shall be expressly excess of amounts payable from any Tank Fund in the States of Ohio and Pennsylvania, or any pollution insurance maintained by Buyer in the State of West Virginia and Ohio. The Environmental Insurance Policy shall have a five (5) year term and minimum policy limits of Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00) aggregate coverage. Sellers agree to pay at Closing one-half (1/2) of the premium of the Environmental Insurance Policy. The Environmental Insurance Policy shall provide coverage for the costs of Remedial Measures for New Pollution whether existing as of the Closing Date or first occurring after the Closing Date. The Environmental Insurance Policy also shall provide coverage for third-party liability associated with New Pollution. Buyer will provide Sellers with written notice at least thirty (30) days prior to cancellation, non-renewal or material change in the Environmental Insurance Policy.

9.7. Title and Survey Review. Seller recently obtained from the Title Company title commitments for owner's or leasehold coverage, as applicable, for each Location (the "Proforma Commitments"). As of the Effective Date, Seller has made the Proforma Commitments, together with the vesting deed(s) for the Owned Locations and copies of all exception documents referenced in the Proforma Commitments (such deed[s] and documents constituting the "Title Materials"), available to Majors. Within ten (10) days after the Effective Date, Majors shall: (i) request the

Title Company to update the Proforma Commitments to reflect a designated Buyer as the proposed named insured and the amount of the pertinent real property component of the Agreed Location Value as the policy amount for the Purchased Owned Real Properties and Purchased Leased Real Properties (such updated Proforma Commitments constituting the "Updated Commitments"); and (ii) if Majors so elects, order ALTA/NSPS Land Title Surveys of each of the Locations in conformance with Majors' requirements therefor (the "Surveys"). The Surveys shall be obtained at Buyers' sole cost and expense. If: (i) on or before the date that is sixty (60) days after the Effective Date (the "Title Review Date"), a Buyer notifies Sellers that, in a Buyer's reasonable determination, an Updated Title Commitment and/or a Survey discloses or reflects an Encumbrance, exception, requirement, term, or other condition of title (each, a "Title Defect") that will have a Material Adverse Effect on the use of and/or operations at a Location; or (ii) at any time prior to thirty (30) days prior to the Drop Dead Date a Buyer notifies Sellers that such Buyer has discovered a condition of title not acceptable to such Buyer in such Buyer's reasonable judgment, which was not reflected in the Updated Commitments and which, in such Buyer's reasonable determination, would, absent additional and significant expense to Buyers, reasonably be expected to have a Material Adverse Effect on the use of and/or operations at a Location (each, a "New Title Defect"), Sellers shall have twenty (20) days from the date such Buyer notifies Seller of such defect to elect to cure such Title Defect or New Title Defect ("Sellers' Cure Period"). The terms "Title Defect" and "New Title Defect" shall exclude any Encumbrance or matter created or arising as a result of Buyers' actions in performing any examination or inspection of the Assets including any entry upon the real property in connection therewith, and any set back encroachments wholly within the property lines of any Location and such encroachments shall be excluded from any indemnification provisions under this Agreement. If the Title Defect or New Title Defect cannot be corrected in a manner reasonably acceptable to Buyers, in Buyers' commercially reasonable discretion, or Seller is unwilling or unable to correct a Title Defect or New Title Defect, prior to the date set for the Closing, Buyers may, at Buyers' option, (a) remove the Location with the un cured Title Defect or New Title Defect from the Assets and reduce the Asset Purchase Price by the Agreed Location Value for such Location, or (b) accept title to the affected Location subject to such Title Defect or New Title Defect and proceed to the Closing without any reduction in the Total Consideration and with Buyers forever and irrevocably waiving any right or remedy they otherwise may have under this Agreement with respect to the subject issue. Buyers' failure to elect one of the foregoing (a) or (b) within three (3) business days after the expiration of Sellers' Cure Period will (i) be deemed to be an election to accept the defect pursuant to the foregoing subsection (b), and (ii) result in such defect being deemed to be a Permitted Encumbrance.

9.8. **Post-Closing Tank Fees.** In addition to the payments contemplated by Section 4.7, Buyers shall pay all applicable tank fees for each Location to the extent those fees arise or relate to periods occurring on or after the Closing.

9.9. **Lease Assignment.** If (a) Sellers are unable to assign any of the Purchased Leased Real Properties for any reason, or (b) any landlord party to any Purchased Lease places restrictions on the assignment of such Purchased Lease that Sellers, in Sellers' sole discretion, deem to be unreasonable, Sellers shall be permitted to remove the applicable Purchased Lease from the Assets to be sold at Closing and Buyers' sole remedy will be to reduce the Purchase Price by the Agreed Location Value allocated to such Location.

9.10. Operation of the Locations: Exclusivity. From and after the Effective Date, and pending the Closing, unless Buyers shall otherwise consent in writing, Sellers shall: (i) operate the Locations and otherwise conduct the Business only in the ordinary and usual course of business diligently and in good faith, consistent with past practice; (ii) maintain the tangible Assets in good operating condition and repair consistent with past practice; and (iii) maintain all existing policies of insurance (or comparable policies) of or relating to the Locations in full force and effect. Sellers shall confer with Buyer on a regular basis to keep it informed with respect to operational matters of a material nature and to report the general status of the ongoing operations of the Locations. Between the Effective Date and the Closing Date, Seller shall not do any of the following without the prior written consent of Buyer:

(a) sell, lease, transfer, convey, or otherwise dispose of, or cause or permit any lien to exist on, any of the Assets except for the sale of Inventory in the ordinary and usual course of business;

(b) default in the performance of any material Contract, or waive any default or potential default by any other party to any material Contract, or waive, release, compromise, settle or assign any rights or claims under any material Contract, or amend, modify or terminate any material Contract, whether orally or in writing;

(c) except as to those matters disclosed in Schedule 9.10, attached to and made a part of this Agreement, enter into any Contract that would be material to the Business;

(d) violate, terminate, or permit the lapse of, or otherwise fail to preserve, any Permit necessary for the operation of the Business as it exists on the Effective Date;

(e) except as to those matters disclosed in Schedule 9.10, release, compromise, or settle any material claim, action, or legal proceeding;

(f) except as to those matters disclosed in Schedule 9.10, enter into any other material transaction or make any other material commitment in connection with the Business;

(g) except as to those matters disclosed in Schedule 9.10, enter into any agreement, or adopt any resolution, to do any of the things described in subsections (a) through (f) above; or

(h) directly or indirectly, solicit, make, respond to (other than to decline), discuss with any third party or negotiate the terms of any offer or proposal from or to any Person (other than from or to a Buyer or its Affiliates) relating to any acquisition of direct or indirect control of the Locations, or any purchase of any material amount of the Assets (other than in the ordinary course of business consistent with past practice); provided, however, that nothing in this Section 9.10(h) or otherwise in this Agreement shall be deemed to restrict or prohibit Sellers from taking all actions reasonable, necessary or appropriate to obtain or satisfy the Consents set forth or referred to on Schedule 6.3, nor shall it be deemed to prohibit the pursuit of the purchase or the assignment to a Buyer of the Purchase and Sale Agreement executed between Seller and Dealer No. 327786, a copy of which Sellers have delivered to Buyers.

9.11. Access to Information; Due Diligence. During the Due Diligence Period, upon reasonable written notice by a Buyer, Sellers shall furnish or cause to be furnished to Buyers and their representatives, at reasonable times and upon reasonable notice, (a) such access, during normal business hours, to the Locations as Buyers from time to time reasonably requests with due regard to minimizing disruption of the conduct of the business at the Locations; provided, that Buyers and their agents or consultants shall not communicate with any employees at a Location about the reason for their presence or about anything related to a potential sale to Buyers, and (b) such access to the books, records and other information and data of the business of the Locations as Buyers from time to time reasonably requests, as permitted by confidentiality obligations of the Sellers.

9.12. Inspections and Entry. All inspections of the Locations conducted by or on behalf of Buyers shall be conducted at Buyers' expense by qualified inspectors or contractors, selected by Buyers. Any entry upon the real property by a Buyer or a Buyer's representatives for the purpose of conducting such inspections shall be upon not less than forty-eight (48) hours' prior notice to Sellers, and shall be subject, in any event, to prior scheduling and coordination with Seller. At Seller's election, a representative of Sellers shall be present during any entry by a Buyer or a Buyer's representatives upon the real property to conduct the inspections. All inspections shall be performed in a manner reasonably calculated to avoid disclosure of the purpose of the inspection or the fact that Buyers are considering purchasing the property, minimize disturbance of the ongoing operations at the applicable Location, and avoid causing any damage, loss, disturbance to business, cost or expense to, or claims against, Sellers or the Assets. Prior to the Closing (or earlier termination of this Agreement), Buyers assume all responsibility for the acts of themselves, their agents or representatives in exercising their rights hereunder and agrees to indemnify and hold harmless Sellers from any damages resulting therefrom. Buyers shall not approach, contact or involve themselves in any discussions or negotiations with any employee or with any other occupant of the real property, without Seller's prior written consent (which may be withheld in Seller's sole discretion) and without Seller (or Seller's designated agent) being present thereat. Prior to Buyers or their agents accessing the Locations and conducting tests thereon, Buyers shall provide Sellers with a certificate of insurance naming Sellers as an additional insured and evidencing liability coverage in form and substance reasonably acceptable to Sellers in an amount not less than \$1,000,000 per occurrence with an aggregate limit of not less than \$2,000,000.

9.13. Update to Schedules.

(a) From time to time before the Closing, if necessary, Seller will supplement or otherwise update the Schedules with respect to any fact, event, circumstance or change that, if not disclosed as part of the Schedules, would render any representation or warranty in Articles V or VI inaccurate if such representation or warranty were given at or immediately before the Closing (all of such updates, together with the Schedules that were made a part of this Agreement upon its execution, the "Updated Schedules").

(b) For purposes of determining the presence of a breach of a representation or warranty, the Schedules will be deemed to contain the items contained in the Updated Schedules. For avoidance of doubt, the Updated Schedules will not, and will not be deemed to, prevent or cure any breach of any representation or warranty made on the Effective Date; provided, however, that, consistent with the preceding sentence, if the Closing

occurs, then Buyer shall be deemed to have waived any right or claim it may otherwise have or have had for breach based on or with respect to events, facts or circumstances disclosed in the Updated Schedules.

9.14. Tax Matters.

(a) Seller shall timely make all U.S. federal, state, local and foreign filings and pay all taxes with respect to income taxes for the business of Seller for any taxable period (or portion thereof) ending on or before the date preceding the Closing Date. All liabilities with respect to income taxes under U.S. federal, state, local and foreign income tax Laws attributable to Seller's operations with respect to the Assets through the date preceding the Closing Date shall be borne by Seller, and any refunds or credits or rights to refunds or credits with respect thereto shall be Sellers.

(b) Subject to Section 4.6, all Tax liabilities of Seller (other than income taxes) attributable to Seller's ownership of, and operations with respect to, the Assets for taxable periods (or portions thereof) ending on or before the date preceding the Closing Date shall be borne by Seller, and any refunds or credits or rights to refunds or credits with respect thereto shall be Seller's.

(c) Subject to Section 4.6, all Taxes attributable to the ownership of, and operations with respect to, the Assets for taxable periods (or portions thereof) beginning on or after the Closing Date shall be borne by Buyers, and any refunds or credits or rights to refunds or credits with respect thereto shall be Buyers'. Buyers shall timely make all U.S. federal, state, local and foreign filings and pay all taxes with respect to income taxes for the business of Seller for any taxable period (or portion thereof) ending on or after the Closing Date.

(d) If either Party pays any Taxes to be borne by the other Party under this Agreement, the other Party shall promptly reimburse such Party for the Taxes paid. If, in preparing Tax Returns after the Closing, it appears to Buyers that a Seller will be asked to pay additional Taxes, Buyers shall so notify Sellers, and provide Sellers a reasonable opportunity to review and approve any related Tax Returns, which approval will not be unreasonably withheld or delayed, prior to filing them and paying the Tax. If a Party receives any refunds or credits which are the property of another Party under this Agreement, such Party shall promptly pay the amount of such refunds or credits to the other Party.

(e) To the extent the failure to do so and obtain a tax clearance certificate (each, a "Tax Clearance Certificate") could subject Buyers to liability or responsibility for any Taxes of Sellers, Sellers shall: (i) notify all Governmental Entities with taxing authority in jurisdictions that impose Taxes on Sellers (or in which Sellers have a legal obligation to file Tax Returns) (each, a "Tax Agency") of the transactions contemplated under this Agreement in the form and manner required in such jurisdictions; and (ii) obtain and provide to Buyers copies of all required Tax Clearance Certificates within fifteen (15) Business Days after Sellers' receipt of such Tax Clearance Certificate. If any Tax Agency asserts that Seller is liable for any Tax, such liability shall be treated as an Excluded

Liability and Seller shall promptly pay all such amounts and shall provide evidence reasonably acceptable to Buyer evidencing full payment or other satisfaction of all such liabilities.

(f) Prior to or following the Closing Date, Sellers shall (i) file a bulk sales notice with the Pennsylvania Department of Revenue and the Pennsylvania Department of Labor and Industry, (ii) file a REV-181 Application for Tax Clearance Certificate with the Business Clearance Section of the Pennsylvania Department of Revenue and the Clearance Unit of the Bureau of Employer Tax Operations of the Pennsylvania Department of Labor and Industry; and (iii) obtain the Pennsylvania Tax Clearance Certificate(s). Upon receipt of corporate/franchise tax clearance certificates issued by any such state agency (the "Pennsylvania Tax Clearance Certificate(s)"), Sellers shall promptly deliver copies of such Tax Clearance Certificate(s) to Buyers. To further protect Buyers from any liability under Pennsylvania's "tax" bulk sales laws contained in the Pennsylvania Tax Reform Code of 1971, as amended, and the Pennsylvania Fiscal Code, as amended (more specifically meaning, without limitation, those statutory provisions contained in 72 P.S. § 1403, 72 P.S. § 7240, 69 P.S. § 529 and 43 P.S. § 788.3 (collectively, the "Pennsylvania Bulk Sales Act"), at least five (5) days prior to the Closing, Sellers shall deliver to Buyers (i) Sellers' estimate of the amount of Taxes due (or which will become due) under the Pennsylvania Bulk Sales Act in connection with the Transaction (the "Estimated Taxes"), which amount of Estimated Taxes shall be subject to agreement by Buyers, in Buyers' reasonable judgment; and (ii) written documentation reasonably satisfactory to Buyers evidencing that all such Estimated Taxes have been paid. At Closing, Sellers shall deposit in escrow an amount equal to one hundred ten percent (110%) of the Estimated Taxes, less the amount of any prepayments of Estimated Taxes paid by Sellers to the Pennsylvania tax authorities prior to Closing (the "Escrowed Taxes"), pending the preparation and filing of Sellers' final Tax Returns and the issuance and delivery to Buyer of the Pennsylvania Tax Clearance Certificate(s). Upon the issuance of the Pennsylvania Tax Clearance Certificate(s) and delivery to Buyers of a copy of such Certificate(s), all remaining Escrowed Taxes shall be released to Tri-State or its designees.

(g) In any and all events, Sellers shall defend, indemnify, and save harmless Buyers from any debts, liabilities, liens, claims, taxes, encumbrances, obligations or suits of any kind imposed upon Buyers or upon any of the Assets by reason of, or based upon, arising out of, or caused by the failure of the respective Seller to comply with any Bulk Sales Law. The indemnity contained in this Section shall survive the Closing until the date which is ninety (90) days after the last date any Tax Agency can assert a claim against Buyers or any Asset under any Bulk Sales Law as a result of a Seller's failure to pay taxes; provided that notice of such claim is given to Seller promptly and in all events prior to the end of such ninety (90) day period.

9.15. Regulatory Matters

(a) The Parties shall coordinate and cooperate with one another and shall each use commercially reasonable efforts to comply with all Laws, and as promptly as practicable after the Effective Date, but in no event later than twenty (20) days thereafter, each Party, as applicable, shall make all filings, notices, petitions, statements, registrations,

submissions of information, applications or submissions of other documents required by any Governmental Entity in connection with the Transaction, including Notification and Report Forms with the FTC and the Antitrust Division of the DOJ as required by the HSR Act or any other legal requirement relating to the Transaction. Each Party shall, in accordance with all Laws, (1) cooperate and coordinate with the other in the identification of any necessary filings and in the making of such filings, (2) supply the other with any information that may be reasonably required in order to make such filings, (3) supply any additional information that reasonably may be required or requested by the FTC, the DOJ or the Governmental Entities of any other applicable jurisdiction in which any such filing is made, and (4) use commercially reasonable efforts to cause the expiration or termination of the applicable waiting periods under the HSR Act and any other antitrust laws applicable to the transaction as soon as practicable, and to obtain any required Consents under any other antitrust laws applicable to the Transaction as soon as practicable following the Effective Date. Each Party will cause all documents that it is responsible for filing with any Governmental Entity under this Section 9.15(a) to comply in all material respects with all applicable Laws. To the extent permitted by applicable Law, each Party will permit the other to review in advance any proposed written submissions to the FTC or DOJ and will, to the extent allowed by the FTC or DOJ, permit the other to attend any meetings with the FTC or DOJ, but no Party will be required to share the other Party any competitively sensitive information or information relating to valuation.

(b) Each Party shall use commercially reasonable efforts to obtain all Consents of all Governmental Entities that may be or become necessary for its and its Affiliates' execution and delivery of this Agreement and the consummation of the Transaction and shall cooperate fully with the other Party in promptly seeking to obtain and maintain all such Consents. Notwithstanding anything to the contrary herein, Buyers agree to use commercially reasonable efforts, and to take any and all steps reasonably necessary, to eliminate each and every impediment under any antitrust, competition or trade regulation Law that is asserted by any Governmental Entity or any other party so as to enable the Parties to close the Transaction, prior to the Closing Date, including but not limited to (i) negotiating, committing to and effecting by consent decree, hold separate orders, or otherwise, the sale, divestiture or disposition of such of Buyers' assets, properties or businesses or of Sellers' properties or businesses to be acquired by Sellers pursuant hereto, and the entrance into such other arrangements, as are necessary in order to effect the dissolution of any injunction, temporary restraining order or other order in any suit or proceeding, which would otherwise have the effect of preventing the consummation of the Transaction prior to the Closing Date and (ii) defending through litigation on the merits any claim asserted in court by any Person in order to avoid entry of, or to have vacated or terminated, any decree, order or judgment (whether temporary, preliminary or permanent) that would prevent the Closing from occurring on or prior to the Closing Date; provided, however, that such litigation in no way limits the obligation of Buyers to use commercially reasonable efforts, and to take any and all steps reasonably necessary, to eliminate each and every impediment under any antitrust, competition or trade regulation Law to close the Transaction on the Closing Date.

(c) Subject to all applicable Laws, each Party will notify the other promptly upon the receipt of (i) any comments from any officials of any Governmental Entity in

connection with any filings made pursuant to this Section 9.15 and (ii) any request by any officials of any Governmental Entity for amendments or supplements to any filings made pursuant to, or information provided to comply in all material respects with, any Laws. Whenever any event occurs that is required to be set forth in an amendment or supplement to any filing made pursuant to Section 9.15, the Party filing such amendment or supplement will promptly inform the other of such occurrence.

9.16. Employees and Employee Benefits.

(a) Other than the employees set forth on Schedule 9.16(a) ("Non-Transferred Employees"), attached to and made a part of this Agreement, asset-level employees of Sellers shall become employees of Buyers upon the Closing Date, on terms and conditions of employment that are substantially similar to those in place by Sellers immediately prior to the applicable Closing Date ("Transferred Employees"). Within a reasonable period of time prior to the Closing Date, Sellers will provide Buyers with reasonable opportunity to meet with any Employee and to obtain any relevant employment information from them. Each offer of employment shall be effective upon the Closing and may be conditioned upon the satisfactory completion by the Transferred Employee of Buyers' normal pre-employment screening requirements and the completion of customary employment documentation.

(b) Sellers shall be responsible for payment of any severance benefits required to be paid by any Seller which may arise with respect to the termination of employment of any Non-Transferred Employee listed on Schedule 9.16(a).

(c) With respect to any employee benefit plan maintained by Buyers or an Affiliate of Buyers (collectively, "Buyer Benefit Plans") for the benefit of any Transferred Employee, effective as of the Closing, Buyers shall, or shall cause their Affiliate to, recognize all service of the Transferred Employees with Sellers, as if such service were with Buyers, for vesting, eligibility and accrual purposes; *provided, however*, such service shall not be recognized to the extent that such recognition would result in a duplication of benefits.

(d) Effective as soon as practicable following the Closing Date, Sellers, or any applicable Affiliate, shall effect a transfer of assets and liabilities from the defined contribution retirement plan that it maintains to the Transferred Employees and the Non-Transferred Employees, in connection with the Transaction. Any such transfer shall be in an amount sufficient to satisfy Section 414(l) of the Code.

(e) Effective as of the Closing, the Transferred Employees shall cease active participation in the Benefit Plans. Sellers shall remain liable for all eligible claims for benefits under the Benefit Plans that are incurred by the Transferred Employees prior to the Closing Date. For purposes of this Agreement, the following claims shall be deemed to be incurred as follows: (i) life, accidental death and dismemberment, short-term disability, and workers' compensation insurance benefits, on the event giving rise to such benefits; (ii) medical, vision, dental, and prescription drug benefits, on the date the applicable services, materials or supplies were provided; and (iii) long-term disability benefits, on the

eligibility date determined by the long-term disability insurance carrier for the plan in which the applicable Employee participates.

(f) Buyers and Sellers intend that the Transaction should not constitute a separation, termination or severance of employment of any Employee who accepts an employment offer by Buyers made in compliance with applicable law, including for purposes of any Benefit Plan that provides for separation, termination or severance benefits, and that each such Employee will have continuous employment immediately before and immediately after the Closing. Buyers shall be liable and hold Sellers harmless for: (i) any statutory, common law, contractual or other severance with respect to any Employee, other than an Employee who has received an offer of employment by Buyers made in compliance with applicable law and declines such offer; and (ii) any claims relating to the employment of any Transferred Employee arising in connection with or following the Closing.

(g) This Section 9.16 shall be binding upon and inure solely to the benefit of each of the Parties to this Agreement, and nothing in this Section 9.16, express or implied, shall confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Section 9.16. Nothing contained herein, express or implied, shall be construed to establish, amend or modify any benefit plan, program, agreement or arrangement. The Parties acknowledge and agree that the terms set forth in this Section 9.16 shall not create any right in any Transferred Employee or any other Person to any continued employment with Buyer or any of its Affiliates or compensation or benefits of any nature or kind whatsoever.

9.17. Post-Closing Access to Books and Records.

(a) In order to facilitate the resolution of any Proceedings made against any Seller(s) with respect to an event or occurrence that occurred prior to the Closing, or for any reasonable Tax purpose, for a period of three (3) years after the Closing, Buyers shall:

(i) retain the books and records (including personnel files) of Tri-State relating to periods prior to the Closing in a manner reasonably consistent with the prior practices; and

(ii) upon reasonable notice, afford the Sellers and their agents reasonable access (including the right to make, at the subject Seller's expense, photocopies), during normal business hours, to such books and records in connection with any Proceeding made against any Seller or any reasonable Tax purpose.

(b) In order to facilitate the resolution of any Proceedings made by or against Buyers after the Closing, or for any reasonable Tax purpose, for a period of three (3) years following the Closing, each Seller shall:

(i) retain the books and records (including personnel files) of such Seller which relate to Tri-State and its operations for periods prior to the Closing; and

(ii) upon reasonable notice, afford Buyers and their agents reasonable access (including the right to make, at Buyers' expense, photocopies), during normal business hours, to such books and records in connection with a Proceeding made against Buyers or any reasonable Tax purpose.

(c) Neither any Buyer nor any Seller shall be obligated to provide another Party with access to any books or records (including personnel files) pursuant to this Section 9.17 where such access would (x) cause significant competitive harm to Tri-State; (y) jeopardize any attorney-client or other privilege; or (z) violate any Law, fiduciary duty or binding agreement; *provided* that, in the case of clauses (x), (y) or (z), Buyer or any Seller, as applicable, shall use commercially reasonable efforts to permit disclosure to the maximum extent possible and develop substitute arrangements for providing such information in accordance with the terms of this Section 9.17.

9.18. Excluded Liabilities. Sellers shall, and shall cause their respective Affiliates to, retain, pay, perform, and discharge when due all of the Excluded Liabilities and take all other actions reasonably necessary to ensure that neither Buyers nor any of their Affiliates become liable for any of the Excluded Liabilities.

9.19. Bulk Sales Laws. The Parties agree that any and all liabilities arising out of the failure of Sellers to comply with the requirements and provisions of the Pennsylvania Bulk Sales Act or any similar bulk sales, bulk transfer, or Law (each, a "Bulk Sales Law") shall be treated as Excluded Liabilities.

ARTICLE X

CONDITIONS PRECEDENT TO CLOSING

10.1. Sellers' Conditions Precedent. The obligations of Sellers to consummate the Transaction are subject to satisfaction, or waiver by Sellers, on or before the Closing Date, of each of the following conditions:

(a) Representations and Warranties True. The representations and warranties made by Buyers in this Agreement shall be true in all material respects when made and on and as of the Closing as though such representations and warranties were made on and as of the Closing, except for any representation or warranty that is made as of a specific time.

(b) Performance. Buyers shall have performed and complied in all material respects with all provisions of this Agreement required to be performed or complied with by Buyers on or prior to the Closing Date.

(c) Litigation. No Proceeding shall be pending or threatened before any court or other Governmental Entity or other Person wherein an unfavorable Order would (i) prevent consummation of the Transaction or (ii) cause the Transaction to be rescinded following consummation.

(d) Buyers' Closing Certificate. Majors shall have delivered to Sellers a closing certificate, executed by a duly authorized officer of Majors, attesting as to the satisfaction of the conditions set forth in Sections 10.1(a), (b), and (c).

(e) Executed Documents. Buyers shall have executed and delivered to Sellers at the Closing each of the Buyer Documents, including but not limited to the documents set forth in Section 4.5, and such additional documents as may be reasonably requested by Sellers in order to consummate the Transaction.

(f) Environmental Due Diligence. Buyers shall have paid or made provisions acceptable to Sellers for the payment or reimbursement of all fees, costs and expenses for obtaining all environmental due diligence, surveys, title examinations, inventory audits, and other inspections performed in connection with the transfer of the Assets pursuant to this Agreement.

(g) Consents. Subject to Sections 9.9 and 11.1, each of the Consents required by Schedule 6.3 shall have been obtained.

(h) R&W Insurance Policy. At or prior to the Closing, Buyers shall have paid in full the premiums for the R&W Insurance Policy, which policy shall be in full force and effect as of the Closing Date.

(i) Environmental Insurance Policy. At or prior to the Closing, Buyers shall have paid in full the premiums for the Environmental Insurance Policy, which policy shall be in full force and effect as of the Closing Date.

10.2. Buyers' Conditions Precedent. The obligations of Buyers to consummate the Transaction are subject to satisfaction, or waiver by Buyers, of each of the following conditions:

(a) Representations and Warranties True. The representations and warranties made by Sellers in this Agreement shall be true in all material respects when made and on and as of the Closing Date as though such representations and warranties were made on and as of the Closing, except for any representation or warranty that is made as of, and expressly limited to, a specific time. Buyer shall have received from Sellers at the Closing a satisfactory certificate to such effect signed by an authorized officer of Sellers.

(b) Performance. Each Seller shall have performed and complied in all material respects with all provisions of this Agreement required to be performed or complied with by such Seller before or at the Closing. Buyers shall have received from each Seller at the Closing a satisfactory certificate to such effect signed by an authorized officer of each Seller.

(c) Litigation. No Proceeding shall be pending or threatened before any court or other Governmental Entity or other Person wherein an unfavorable Order would (i) prevent consummation of any of the Transaction or (ii) cause any of the Transaction to be rescinded following consummation. No such Order shall be in effect.

(d) Seller's Closing Certificate. Buyers shall have received from each Seller a closing certificate, executed by a duly authorized officer of Seller, attesting as to the satisfaction of the conditions set forth in Sections 10.2(a), (b), and (c).

(e) Executed Documents. Sellers shall have executed and delivered to Buyers at the Closing each of the Seller Documents, including but not limited to the documents set forth in Section 4.4, and such additional documents as may be reasonably requested by Buyer in order to consummate the Transaction.

(f) Consents. Subject to Sections 9.9 and 11.1, each of the Consents required by Schedule 6.3 shall have been obtained and shall be in full force and effect.

ARTICLE XI

DEFAULT; REMEDIES; TERMINATION

11.1. Sellers' Inability to Convey. If Sellers are unable to convey the Assets as provided herein or otherwise satisfy the conditions to Buyers' obligation to consummate the transactions contemplated in this Agreement on or before the Closing Date, Sellers shall have the right by notice to Buyers to extend the Closing Date two consecutive times, (i) first, to a date not later than fifteen (15) days after the Closing Date, and (ii) second, to a date not later than ten (10) days after the first extension of the Closing Date, and in no event to a date later than the Drop Dead Date, for no additional consideration. If, on the Drop Dead Date, Sellers are still unable to convey the Assets or otherwise satisfy such conditions, Buyers' sole remedy shall be either (a) to accept such title as the applicable Seller is able to convey (without any claim on its part for abatement or reduction of the Total Consideration) or (b) to terminate this Agreement, but only as to the Location(s) affected, whereupon the Asset Purchase Price shall be reduced by the Agreed Location Value for such Location.

11.2. Sellers' Default. Subject to the provisions of Section 11.1 above, if Sellers shall, in any material respect, breach a covenant or otherwise default in the performance of Sellers' obligations under this Agreement before the Closing, Buyers may elect to: (a) seek specific performance of this Agreement; or (b) terminate this Agreement as provided for in Section 11.6(b), in which event the Deposit shall be refunded to Buyers and Sellers shall reimburse Buyer an amount equal to Buyer's actual and reasonable out-of-pocket costs related to due diligence and other preparations for closing under this Agreement, capped at an amount not to exceed One Hundred Thousand and 00/100 Dollars (\$100,000.00)

11.3. Buyers' Default. In recognition of the fact that damages for a breach by a Buyer may be difficult to determine, if Buyers shall, in any material respect, breach a covenant or otherwise default in the performance of an obligation of Buyers under this Agreement before the Closing and Sellers terminate this Agreement pursuant to Section 11.6, then (a) Buyers shall pay to Sellers an amount equal to five percent (5%) of the Asset Purchase Price (the "Agreed Damages"), as liquidated damages and not as a penalty, and (b) if the Closing has not occurred, Sellers may apply the Deposit as a credit against the Agreed Damages. Sellers agree to accept payment of the Agreed Damages by Buyers, as a result of or in connection with such default and

termination of this Agreement by Sellers pursuant to Section 11.6(a) in full settlement and discharge of all obligations of Buyers hereunder, without further recourse at law or in equity. If Sellers elect to accept the Deposit as a credit against the Agreed Damages, Sellers shall provide written notice of same to Buyers within five (5) Business Days of termination as described in this Section, and the Sellers shall then notify and direct the Title Company to disburse the Deposit to Sellers as soon as commercially practicable.

11.4. Waiver of Remedies. Sellers specifically waive any and all right to specific performance of this Agreement (except with respect to a breach or threatened breach of the confidentiality provisions of this Agreement) or to maintain any cause of action arising out of the failure of the Closing to occur other than Sellers' right to seek delivery of the Deposit to Sellers for credit against the Agreed Damages and, to the extent that the Deposit is less than the Agreed Damages, to seek recovery of the balance of the Agreed Damages from Buyers as liquidated damages according to the provisions of this Agreement.

11.5. Acknowledgement as to Liquidated Damages. BUYERS AND SELLERS HEREBY ACKNOWLEDGE AND AGREE THAT, THE AMOUNT OF SELLERS' DAMAGES IN THE EVENT OF A BREACH OF THIS AGREEMENT BY BUYER WOULD BE DIFFICULT OR IMPOSSIBLE TO DETERMINE AND THAT AN AMOUNT EQUAL TO THE AGREED DAMAGES IS THE PARTIES' BEST AND MOST ACCURATE ESTIMATE OF THE DAMAGES SELLERS WOULD SUFFER IN THE EVENT THE TRANSACTION PROVIDED FOR IN THIS AGREEMENT FAILS TO CLOSE AS A RESULT OF THE BREACH OR DEFAULT BY A BUYER AND THAT SUCH ESTIMATE IS REASONABLE UNDER THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT AND UNDER THE CIRCUMSTANCES THAT SELLERS AND BUYERS REASONABLY ANTICIPATE WOULD EXIST AT THE TIME OF SUCH BREACH.

11.6. Termination. This Agreement may be terminated at any time before the Closing upon the written agreement of both Parties. In addition:

(a) Sellers may terminate this Agreement before the Closing by written notice to Buyers, which notice shall specify in reasonable detail the nature of such failure or breach; (i) upon the failure of the satisfaction of any condition set forth in Section 10.1 on or before the Closing Date (as and if extended in Sellers' sole discretion pursuant to Section 11.1), or (ii) upon a Buyer's breach of any material provision of this Agreement at any time; provided, however, that, in the case of (i) or (ii), Buyers shall have until the earlier of (A) five (5) days after receipt of written notice of such failure or breach is given to Buyers by Sellers, or (B) the Closing Date (as and if extended pursuant to Section 11.1) to cure such failure or breach, or (iii) in the event that either two (2) or more Locations, or Assets have a combined Agreed Location Value constituting ten percent (10%) or more of the aggregate Agreed Location Values of all Asset(s) being transferred under this Agreement, are removed from this Agreement, as provided in Sections 9.7, 9.9 or 11.1, or otherwise under this Agreement.

(b) Buyers may terminate this Agreement before the Closing by written notice to Sellers, which notice shall specify in reasonable detail the nature of such failure or breach, (i) upon the failure of the satisfaction of any condition set forth in Section 10.2 on

or before the Closing Date (as and if extended in Sellers' sole discretion pursuant to Section 11.1), or (ii) subject to Sections 9.9 and 11.1, upon Sellers' breach of any material provision of this Agreement at any time; provided, however, that, in the case of (i) or (ii), Sellers shall have until the earlier of (A) five (5) days after receipt of written notice of such failure or breach is given to Seller by Buyer, (B) the Closing Date (as and if extended pursuant to Section 11.1) to cure such failure or breach.

ARTICLE XII

POST-CLOSING AGREEMENTS: ALLOCATION OF COSTS

12.1. Registrations. To the extent not completed as of the Closing, Buyers, at their own expense, shall change or transfer all registration and licensing names in any way related to each Location, including without limitation registration of and financial assurance for the underground and aboveground fuel storage tanks, if any, at each Location, with the appropriate federal, state and local agencies, promptly following the Closing but in all events within thirty (30) days following the Closing Date. Buyers shall obtain, in Buyers' own name or in the name of Buyers' designee, and at Buyers' sole expense, all Permits necessary for Buyers' operations at the Locations following the Closing.

12.2. Costs of Surveys, Title Examinations, Other Inspections and Recordings. Buyers shall be solely responsible for all costs and expenses of all surveys, title examinations, third party inventory audit expenses (if any), recording costs for the Deeds (as applicable) and other inspections performed in connection with the transfer of the Assets pursuant to this Agreement.

ARTICLE XIII

REMEDIES

13.1. Survival. Subject to the limitations and other provisions of this Agreement, the representations and warranties contained herein as well as covenants requiring performance after the Closing, will survive the Closing for a period of thirty-six (36) months, other than Seller Fraud.

13.2. Exclusive Remedies. Buyers acknowledge and agree that Buyers' sole and exclusive remedy with respect to any and all claims (other than Seller Fraud) for any breach of any representation or warranty set forth herein, shall be the R&W Insurance Policy and the Environmental Insurance Policy.

13.3. Legal Costs. If any Buyer brings any suit or other proceeding involving a claim based upon Seller Fraud, or if any Buyer or Seller brings any suit or other proceeding for breach of a covenant by any other Party or seeks to enforce any provision(s) of this Agreement, the prevailing party (as determined by the court, agency or other authority before which such suit or proceeding is commenced), in addition to such other relief as may be awarded, shall be entitled to recover reasonable attorneys' fees, expenses and costs of investigation actually incurred from the non-prevailing party. The foregoing includes reasonable attorneys' fees, expenses and costs of investigation (including those incurred in appellate proceedings), costs incurred in establishing the right to indemnification, or in any action or participation in, or in connection with, any case or

proceeding under Chapter 7, 11 or 13 of the Bankruptcy Code (11 United States Code Sections 101 et seq.), or any successor statutes.

ARTICLE XIV

MISCELLANEOUS

14.1. Payment of Expenses and Fees. Except as otherwise provided in this Agreement, each of Buyers and Sellers shall bear their own costs and expenses, including attorneys' fees, incurred in connection with the Transaction. Sellers may direct Buyers to pay certain of Sellers' costs and expenses at time of Closing, and those payments are a credit to Buyers when calculating the Total Compensation.

14.2. Entire Agreement. This Agreement and the Seller Documents and Buyer Documents once executed and delivered at the Closing, including the Exhibits and Schedules to this Agreement and such other documents, constitute the entire agreement between Seller and Buyer with respect to the subject matter hereof, and supersede all prior oral or written agreements, commitments or understandings with respect thereto, except the Confidentiality Agreement.

14.3. No Third-Party Beneficiaries. This Agreement is not intended to and does not confer any rights or obligations on any party that is not a signatory to this Agreement.

14.4. Amendment. This Agreement may not be amended, modified or supplemented except upon the execution and delivery of a written agreement executed by the Parties.

14.5. Notices. All notices and other communications among the Parties shall be in writing and shall be deemed to have been duly given (i) when delivered in person, (ii) when delivered after posting in the United States mail (or other nationally recognized carrier) having been sent registered or certified mail return receipt requested, postage prepaid, (iii) when delivered by FedEx or other nationally recognized overnight delivery service, or (iv) when delivered by telecopy or email (in each case in this clause (iv), if receipt is confirmed or if the recipient does not confirm receipt if such email delivery is followed by overnight delivery service sent the following Business Day after such email is sent), addressed set forth below or to any other or additional addresses as the Parties may from time to time designate in a writing delivered in accordance with this Section 14.5.

If to Sellers: Tri-State Petroleum Corporation
2627 Vance Avenue
Wheeling, WV 26003
Attention: Colleen C. McGlinn
Telephone number: 412 283-4377
Email address: cimglinn@fueledbytristate.com

With a copy to: Al Alfano, Esq.
Bassman, Mitchell & Alfano & Leiter, Chld.
1707 L Street, N.W., Suite 560
Washington, DC 20036
Telephone number: (202) 466-6502
Facsimile number: (202) 331-7510

If to Buyers: Majors Management, LLC
P.O. Box 1565
Lawrenceville, GA 30046
Attention: Benjamin Smith
Telephone number: (770) 338-2620
Email: Ben@majorsmgmt.com

With a copy to: Dinsmore & Shohl LLP
211 North Pennsylvania Street
One Indiana Square, Suite 1800
Indianapolis, IN 46204-4208
Attention: Mark L. Boos
Telephone number: (317) 639-6151
Email: Mark.Boos@dinsmore.com

14.6. Business Days. If the day for performance of any action described in this Agreement shall fall on a day that is not a Business Day, the time for such action shall be extended to the next Business Day after such day.

14.7. Governing Law. This Agreement shall be deemed to be a contract entered into in the Commonwealth of Pennsylvania and it and all matters arising out of the transactions contemplated hereby or related thereto shall be governed, construed, enforced and interpreted in all respects according to the Laws of the Commonwealth of Pennsylvania, without reference to principles of conflicts of law thereof.

14.8. Venue. Any Proceeding permitted by the terms of this Agreement to be filed in a court, which Proceeding is brought to enforce, challenge or construe the terms or making of this Agreement or any Seller Document or Buyer Document, and any claims arising out of or related to this Agreement or any Seller Document or Buyer Document, shall be brought and litigated exclusively in a state or federal court having subject matter jurisdiction and located in Pittsburgh, Allegheny County, Pennsylvania. For purpose of any such Proceeding, each Party hereby irrevocably submits to the exclusive jurisdiction of the state or federal courts having subject matter jurisdiction and located in Pittsburgh, Pennsylvania. Each Party hereby irrevocably waives any objection or defense which it may now or hereafter have of improper venue, forum non conveniens or lack of personal jurisdiction.

14.9. Obligations of Parties; Successors and Assigns. Subject to the following provisions of this Section 14.9, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors and assigns. Without the prior written consent of Sellers and in Sellers' sole discretion, Buyers shall not, directly or indirectly,

assign this Agreement or any of its rights hereunder. Any attempted assignment by Buyers in violation hereof shall, at the election of Sellers, be of no force or effect and shall constitute a default by Buyers. Notwithstanding the foregoing, or any other provision(s) of this Agreement to the contrary: (i) Buyers may elect by written notice to Seller to have the title to or ownership of any Asset transferred directly to a designated Affiliate of Buyers at the Closing; and (ii) any Buyer may assign any such Buyer's rights under or with respect to this Agreement as collateral to any financing institution providing financing to any Buyer(s).

14.10. Waiver. The excuse or waiver of the performance by a Party of any obligation of the other Party under this Agreement shall only be effective if evidenced by a written statement signed by the Party so excusing or waiving. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by Sellers or Buyers of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

14.11. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile, email or other electronic transmission (including via .pdf format documents) shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile, e-mail or other electronic transmission (including via .pdf format documents) shall be deemed to be their original signatures for all purposes.

14.12. Descriptive Headings: Word Meaning. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provisions of this Agreement. Words such as "herein," "hereinafter," "hereof" and "hereunder" when used in reference to this Agreement, refer to this Agreement as a whole and not merely to a subdivision in which such words appear, unless the context otherwise requires. The singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires. The word "including" shall not be restrictive and shall be interpreted as if followed by the words "without limitation." Each Schedule and Exhibit referenced herein shall be deemed part of this Agreement and incorporated herein wherever any reference is made thereto. Unless otherwise defined therein, capitalized terms used in the Schedules and Exhibits to this Agreement shall have the meanings given to such terms respectively in the body of this Agreement or in Exhibit A.

14.13. Time of the Essence. TIME IS OF THE ESSENCE WITH RESPECT TO EACH PROVISION OF THIS AGREEMENT. Without limiting the foregoing, Buyers and Sellers hereby confirm their intention and agreement that time shall be of the essence of each and every provision of this Agreement, notwithstanding any subsequent modification or extension of any date or time period that is provided for under this Agreement. The agreement of Buyers and Sellers that time is of the essence of each and every provision of this Agreement shall not be waived or modified by any conduct of the Parties, and the agreement of Buyers and Sellers that time is of the essence of each and every provision of this Agreement may only be modified or waived by the express written agreement of Buyers and Sellers that time shall not be of the essence with respect to a

particular date or time period, or any modification or extension thereof, which is provided under this Agreement.

14.14. Construction of Contract. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared primarily by counsel for one of the Parties, it being recognized that both Buyers and Sellers are represented by competent legal counsel and have contributed substantially and materially to the preparation of this Agreement.

14.15. Severability. The Parties intend and believe that each provision in this Agreement comports with all applicable Laws. If, however, any provision in this Agreement is found by a court of law to be in violation of any applicable Law or public policy, or if in any other respect such a court declares any such provision to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of the Parties that, consistent with and with a view towards preserving the economic and legal arrangements among the Parties as expressed in this Agreement, such provision shall be given force and effect to the fullest possible extent, and that the remainder of this Agreement shall be construed as if such illegal, invalid, unlawful, void, or unenforceable provision were not contained herein, and that the rights, obligations, and interests of the Parties under the remainder of this Agreement shall continue in full force and effect.

14.16. No Implied Contract. No Party shall have any obligations in connection with the Transaction unless all Parties, each acting in its sole discretion, elect to execute and deliver this Agreement to the other Party/ies. No correspondence, course of dealing, or submission of drafts or final versions of this Agreement between the Parties shall be deemed to create any binding obligations in connection with the Transaction, and no contract or obligation on the part of a Party shall arise unless and until a counterpart of this Agreement is fully executed by all Parties.

14.17. Attorney-Client Relationship and Privileged Communications.

(a) Sellers' Representation. Bassman, Mitchell, Alfano & Leiter, Chtd. ("BMAL, Chtd.") acted as counsel to Sellers in connection with the negotiation, preparation, execution, and delivery of this Agreement and the consummation of the Transaction.

(b) BMAL, Chtd. & Company Attorney Client Privilege. All communications between Sellers and BMAL, Chtd. related to this Agreement and the consummation of the Transaction are deemed to be attorney-client privileged and the expectation of client confidence belongs solely to Sellers and does not pass to Buyer. Among other things, this means that BMAL, Chtd. has no duty to disclose or reveal these communications to Buyer.

14.18. Sellers' Representative.

(a) Each Seller hereby irrevocably appoints Colleen C. McGlenn ("Sellers' Representative") as its representative, agent, proxy and attorney-in-fact (coupled with an interest) for all purposes under this Agreement or any other documents contemplated in connection with this Agreement. Such agency and proxy are coupled with an interest, are therefore irrevocable without the consent of Seller Representative and shall survive the death, incapacity, bankruptcy, dissolution or liquidation of any Seller. The execution of

this Agreement by each Seller shall constitute approval of the appointment of Seller Representative and all actions of Seller Representative pursuant to this Agreement and any other transaction documents contemplated hereby. All decisions and actions by Seller Representative pursuant to this Agreement shall be binding upon each Seller, and no Seller shall have the right to object, dissent, protest or otherwise contest the same.

(b) Each Seller agrees that Buyers are entitled to rely on the understanding that any actions, statements or representations taken or made by Seller Representative are taken or made on behalf of each Seller, and no Seller shall assert any action or make any claim against Buyer in connection with any such actions, statements or representations taken or made by Seller Representative.

(c) Seller Representative shall at all times act in its capacity as a representative of each Seller in a manner that it reasonably believes to be in the best interest of all Sellers. Seller Representative shall not be liable to any Seller for any error of judgment, or any action taken, suffered or omitted to be taken under this Agreement or any other transaction documents contemplated hereby or in its capacity as a representative of each Seller, except in the case of its gross negligence, bad faith or willful misconduct. Seller Representative may consult with legal counsel, accountants and other experts selected by it, the reasonable fees and expenses of which shall be paid pro rata by each Seller. Seller Representative, solely in its capacity as a representative of each Seller, shall not have any duty to any Seller to ascertain or to inquire as to the performance or observance of any of the terms, covenants or conditions of this Agreement or any other transaction documents contemplated hereby.

(d) Each Seller, jointly and severally, shall indemnify and hold harmless and reimburse Seller Representative from and against such Seller's pro-rata portion of any and all Losses suffered or incurred by Seller Representative arising out of or resulting from any action taken or omitted to be taken by Seller Representative, solely in its capacity as a representative of each Seller, under this Agreement or any other transaction documents contemplated hereby, other than such Losses arising out of or resulting from Seller Representative's gross negligence, bad faith or willful misconduct.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the effective
Date.

TRI-STATE PETROLEUM CORPORATION,
a West Virginia corporation

By: Colleen C. McGlinn
Printed Name: Colleen C. McGlinn
Title: Chief Executive Officer

CONVENIENCE REALTY LP,
a West Virginia limited partnership

By: **TRI-STATE PETROLEUM
CORPORATION,** its general partner

By: Colleen C. McGlinn
Printed Name: Colleen C. McGlinn
Title: Chief Executive Officer

UNDERWOOD LIMITED PARTNERSHIP,
an Ohio limited partnership

By: **INTERSTATE SERVICE STATIONS
HOLDINGS, INC.,** its general partner

By: Colleen C. McGlinn
Printed Name: Colleen C. McGlinn
Title: Vice President

MAJORS MANAGEMENT, LLC,
a Georgia limited liability company

By: Ben Smith

Printed Name: BEN SMITH

Title: President

MM PA PROPERTIES, LLC,
a Georgia limited liability company

By: Ben Smith

Printed Name: BEN SMITH

Title: Authorized Signatory

MM PA MANAGEMENT, LLC,
a Georgia limited liability company

By: Ben Smith

Printed Name: BEN SMITH

Title: Authorized Signatory

MM BP PROPERTIES, LLC,
a Georgia limited liability company

By: Ben Smith

Printed Name: BEN SMITH

Title: Authorized Signatory

EXCELL PETROLEUM, LLC,
a Georgia limited liability company

By: 

Printed Name: BEN SMITH

Title: Authorized Signatory

EXHIBIT A
DEFINITIONS

In addition to the terms and phrases defined elsewhere in the Agreement, the following capitalized terms and phrases, when used in this Agreement, shall have the meanings set forth below:

"**Affiliate**" means any Person who controls, is controlled by, or is under common control with, any other Person.

"**Agreed Damages**" has the meaning set forth in Section 11.3.

"**Agreed Inventory Value**" has the meaning set forth in Section 3.2(d)(iii).

"**Agreed Location Values**" has the meaning set forth in Section 2.5(a).

"**Agreement**" has the meaning set forth in the preamble to this Agreement, including all Exhibits and Schedules attached to this Agreement.

"**Alcoholic Beverages Inventory**" means Sellers' inventory of alcoholic beverages at the Locations as of the Closing Date.

"**Allocation Schedule**" has the meaning set forth in Section 2.4.

"**Arbitrating Accountant**" means the independent certified public accountant firm as may be mutually designated by Sellers and Buyer.

"**Assets**" has the meaning set forth in Section 1.1.

"**Asset Purchase Price**" has the meaning set forth in Section 2.1.

"**Assignment and Assumption of Lease**" has the meaning set forth in Section 4.3(b).

"**Assignment and Assumption Agreement**" has the meaning set forth in Section 4.3(d).

"**Assumed Contracts**" means the Contracts described in Schedule 1.1(j) and the Contracts described in Schedule 1.1(k).

"**Assumed Liabilities**" has the meaning set forth in Section 1.3(c).

"**Audited Financial Statements**" has the meaning set forth in Section 5.4(c).

"**Bill of Sale**" has the meaning set forth in Section 4.3(c).

"**BMAL, Chtd.**" has the meaning set forth in Section 14.17(a).

"**Books and Records**" has the meaning set forth in Section 1.1(j).

"**Business**" means the business of operating and managing convenience (including beer and wine), stores and fuel stations.

"**Business Day**" means any day other than (a) Saturday or Sunday or (b) any other day on which banks in Pittsburgh, Pennsylvania are permitted or required to be closed.

"**BUSTR**" has the meaning set forth in Section 9.6(b).

"**Buyer**" has the meaning set forth in the preamble to this Agreement.

"**Buyer Documents**" has the meaning set forth in Section 7.2.

"Cigarette Inventory" means Sellers' inventory of combustible cigarettes at the Locations as of the Closing Date.

"Closing" has the meaning set forth in Section 4.1.

"Closing Cash Payment" has the meaning set forth in Section 4.4(a).

"Closing Date" has the meaning set forth in Section 4.1.

"Closing Date Inventory Payment" has the meaning set forth in Section 3.2(a).

"Closure Letter" has the meaning set forth in Section 9.6(c).

"Code" means the Internal Revenue Code of 1986, as amended.

"Commingled Pollution" has the meaning set forth in Section 9.6(b).

"Confidential Information" has the meaning set forth in Section 8.1.

"Confidentiality Agreement" has the meaning set forth in Section 8.1.

"Consent" means any approval, consent, ratification, waiver or other authorization.

"Contract" means any indenture, mortgage, deed of trust, lease, licensing agreement, contract, instrument or other agreement (whether written or oral, and whether express or implied), that is legally binding.

"Conveyance Date" has the meaning set forth in Section 3.1(b).

"Cut-Over Time" has the meaning set forth in Section 3.1(a).

"Dealer" has the meaning set forth in Section 5.6(b).

"Dealer Security Deposits" has the meaning set forth in Section 5.6(d).

"Deed" has the meaning set forth in Section 4.3(a).

"Deposit" has the meaning set forth in Section 2.2.

"DOJ" means the United States Department of Justice.

"Drop Dead Date" has the meaning set forth in Section 4.1.

"Due Diligence Period" means the period starting at 12:01 a.m. (Eastern) on the Effective Date and ending at 11:59 p.m. (Eastern) on the date that is Sixty(60) days after the Effective Date, during which period Buyer will conduct due diligence on the operations, finances, the Assets, and any other matters as Buyer deems necessary or appropriate; provided, however, that such period may be terminated earlier by Buyer if Buyer delivers written notice to Sellers indicating an earlier end date to such period or by termination of this Agreement pursuant to the terms set forth herein.

"Encumbrances" means any charge, claim, community property interest, condition, covenant, easement, encroachment, equitable interest, lien, option, ordinance, pledge, security interest, regulation, reservation, right of first refusal, right of way or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership.

"Environmental Agency" means the Ohio, Pennsylvania, and West Virginia Departments of Environmental Protection, or its equivalent.

"Environmental Insurance Policy" means that certain pollution legal liability insurance policy with an aggregate liability coverage limit of not less than Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00), with a coverage term to include not less than the five (5) year period subsequent to the Closing Date, and otherwise on terms mutually acceptable to Sellers and Buyer.

"Environmental Laws" means any Laws existing as of the Closing Date related to the protection of the environment.

"Environmental Liabilities" has the meaning set forth in Section 9.6(d).

"ESA" has the meaning set forth in Section 8.2.

"Escrow Agreement" has the meaning set forth in Section 2.2.

"Excise Taxes" means all excise, sales, use, documentary stamp, conveyance, transfer and other Taxes attributable to the sale or transfer of the Assets or the Assumed Liabilities.

"Excluded Assets" has the meaning set forth in Section 1.2.

"Excluded Liabilities" has the meaning set forth in Section 1.4.

"Fiscal Year" has the meaning set forth in Section 4.6.

"Food Service Inventory" means all items used in the preparation or dispensing at the Locations of food items for immediate consumption, including such resulting food items in the "Hot Dispensed," "Cold Dispensed" and "Prepared Deli" categories.

"Fraud" means, with respect to any Party hereto, an actual and intentional fraud with respect to the making of any representation or warranty set forth in Article V, Article VI, or ARTICLE VII hereof, as applicable, provided that such actual and intentional fraud of any of the Sellers or Buyer, as applicable, shall only be deemed to exist if any individual with "knowledge" with respect to such Party, as applicable, had actual knowledge (as opposed to imputed or constructive knowledge) that the subject representation or warranty made by such Party pursuant to, in the case of the Sellers, Article V or Article VI hereof, as qualified by the disclosure schedules attached hereto, or in the case of Buyer, Article VII hereof, was actually breached when made, with the express intention that the other Party hereto would rely thereon to its detriment.

"FTC" means the United States Federal Trade Commission.

"Fuel Supply Agreement" means the Contracts listed on Schedule 1.1(k).

"Fuel Supply Business" means the petroleum bulk storage assets located in Wheeling, WV and New Martinsville, WV used in connection with the sale of petroleum to commercial accounts (excluding wholesale/dealer accounts) and all related fuel hauling business and equipment, including, without limitation, tank wagon trucks and trailers, other trucks, and all related fuel distribution equipment used to service such commercial accounts.

"Fuel Supply Business Financial Statements" has the meaning set forth in Section 5.4(b).

"GAAP" has the meaning set forth in Section 5.4(c).

"Gasoline Taxes" has the meaning set forth in Section 3.4(b).

"Governmental Entity" means any federal, state, local or foreign legislative, executive, judicial, quasi-judicial, administrative or other public authority, agency, department, bureau, division, unit, court or other public body, governmental authority or instrumentality.

"Hazardous Material" means any substance, material, or waste that is or will foreseeably be regulated by any Governmental Body, including any material, substance, or waste that is defined or classified as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," "pollutant," "restricted hazardous waste," "contaminant," "toxic waste," "pollutant," or "toxic substance" under any provision of Environmental Law, including petroleum or petroleum hydrocarbons, asbestos or asbestos-containing material, urea formaldehyde, or polychlorinated biphenyls.

"ISR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976.

"Independent Auditor" shall mean the independent inventory company as may be mutually designated by Sellers and Buyer.

"Inventory" has the meaning set forth in Section 1.1(d).

"Inventory Adjustments" has the meaning set forth in Section 3.2(c).

"Inventory Dates" has the meaning set forth in Section 3.1(a).

"Inventory Escrow" has the meaning set forth in Section 3.2(a).

"Inventory Estimate" has the meaning set forth in Section 3.2(a).

"Inventory Objection Notice" has the meaning set forth in Section 3.2(d)(ii).

"Inventory Statement" has the meaning set forth in Section 3.2(d)(i).

"Inventory Value" has the meaning set forth in Section 2.1.

"Knowledge" means, with respect to any individual, such individual is (a) actually aware of such fact or other matter. A Person (other than an individual) will be deemed to have "Knowledge" of a particular fact or other matter if any individual who is serving as an officer of such Person was actually aware of such fact or other matter.

"Known Pollution" has the meaning set forth in Section 9.6(a).

"Law" or "Laws" means all applicable United States local, state or federal laws, statutes, regulations, ordinances or administrative or judicial decisions.

"Location" and "Locations" has the meaning set forth in the recitals to this Agreement.

"Loss" means any claim, action, arbitration, mediation, audit, hearing, investigation, Proceeding (whether civil, criminal, administrative, investigative or informal), any judgment, injunction, writ, order, ruling, award or decree, and any complaint, claim, demand, damage, deficiency, penalty, fine, cost, amount paid in settlement, liability, obligation, Tax, Encumbrance, loss, expense or fee, including court costs and reasonable attorneys' fees and expenses.

"Material Adverse Effect" or "Material Adverse Change" means any effect or change that would be materially adverse to the business, assets, condition (financial or otherwise) operating results or operations of Sellers, taken as a whole, other than (i) changes, conditions or events that are applicable to the petroleum industry generally, or the petroleum marketing and sales and convenience store retailing businesses specifically, including without limitation, war, embargo,

natural or man-made disaster or global price fluctuations; (ii) worsening domestic or global economic conditions or other economic factors that adversely affect the Business substantially more than other businesses in the petroleum sales and convenience store business; (iii) any changes to applicable Laws or accounting rules or principles, including changes in GAAP; (iv) any action required by this Agreement; or (v) public announcement of the sale contemplated in this Agreement prior to the Closing.

"Merchandise Inventory" means saleable items of merchandise of every type and description at the Locations as of the Closing Date, as set forth on Schedule 3.4(a), excluding Petroleum Inventory, Supplies Inventory, Cigarette Inventory, Alcoholic Beverages Inventory, and Food Service Inventory. For purposes of determining Merchandise Inventory, "saleable" shall mean all items other than (a) items that violate applicable government code specifications; (b) spoiled or damaged items, including packaging thereof; and (c) items that are stale dated as of the date of the inventory audit.

"New Case" has the meaning set forth in Section 9.6(b).

"New Pollution" has the meaning set forth in Section 9.6(a).

"New Title Defect" has the meaning set forth in Section 9.7.

"Non-Transferred Employees" has the meaning set forth in Section 9.16(a).

"OFAC" has the meaning set forth in Section 7.7.

"Order" means any award, injunction, judgment, decree, order, ruling, subpoena or verdict or other decision issued, promulgated or entered by or with any Governmental Entity of competent jurisdiction.

"Open Case Location" has the meaning set forth in Section 9.6(b).

"Ordinary Course of Business" means, with respect to Sellers, the ordinary course of business of Sellers consistent with past custom and practice (including with respect to quantity and frequency).

"Owned Fuel Equipment" has the meaning set forth in Section 1.1(g).

"Permit" means authorizations, licenses, permits, permissions, filings and other governmental authorizations, agreements, contracts and approvals and similar grants of authority.

"Permitted Encumbrances" means (a) statutory liens for Taxes assessed or accrued with respect to the Assets for the period from and after the Closing that are not yet delinquent, which Taxes shall be adjusted as provided in this Agreement; (b) existing encroachments, easements, rights of way, covenants, reservations, restrictions, and other matters of record (other than monetary encumbrances) in the chain of title to the Purchased Owned Real Properties or Purchased Leased Real Properties which are acceptable or deemed to be acceptable to Buyer as provided for herein; (c) all building and zoning Laws affecting the Locations; (d) Encumbrances and any matters created or arising as a result of Buyer's or its agents', employees', contractors' or representatives' entry upon the real property or other inspection of the Assets; (e) matters shown in the Surveys or that would otherwise be shown on an accurate ALTA/NSPS Land Title survey of the real property; and (f) Encumbrances arising by operation of Law in connection with worker's compensation, unemployment insurance, old age pensions and social security benefits which are not overdue.

"Person" means an individual, partnership, corporation, business trust, limited liability company, limited liability partnership, joint stock company, trust, unincorporated association, joint venture, other entity or a Governmental Entity.

"Pennsylvania Bulk Sales Act" has the meaning set forth in Section 9.14(f).

"Pennsylvania Tax Clearance Certificate" has the meaning set forth in Section 9.14(f).

"Petroleum Inventory" means saleable gasoline, kerosene and diesel fuel at the Locations as of the Closing Date. For purposes of determining Petroleum Inventory, "saleable" shall mean conforming to the octane, brand and applicable requirements of Law for sales of fuel from the Owned Fuel Equipment at the Locations.

"Physical Inventory" has the meaning set forth in Section 3.1.

"Proceeding" means any action, arbitration, mediation, audit, hearing, investigation, litigation or suit (whether civil, criminal, administrative, judicial or investigative) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Entity or arbitrator.

"Proforma Commitments" as th meaning set forth in Section 9.7.

"Property Taxes" has the meaning set forth in Section 4.6.

"Purchased Lease" has the meaning set forth in Section 1.1(b).

"Purchased Leased Real Properties" has the meaning set forth in Section 1.1(b).

"Purchased Owned Real Properties" has the meaning set forth in Section 1.1(a).

"Release" has the meaning set forth in Section 9.6(a).

"Remedial Measures" has the meaning set forth in Section 9.6(b).

"R&W Insurance Policy" means the buyer-side representation and warranty insurance policy to be obtained by Buyers to be issued to Buyers by an insurance company or underwriter as may be designated by Buyer and is mutually agreeable to Buyers and Sellers on terms and conditions reasonably satisfactory to Buyer and Sellers. The cost of the R&W Insurance Policy, including all underwriting fees and Taxes related to such policy, shall be paid in full by Buyer. The R&W Insurance Policy must include a full waiver of subrogation.

"Schedules" means the schedules appended to this Agreement.

"Seller" and "Sellers" has the meaning set forth in the preamble to this Agreement.

"Seller Documents" has the meaning set forth in Section 6.2.

"Sellers' Cure Period" has the meaning set forth in Section 9.7.

"Sellers' ESAs" has the meaning set forth in Section 8.2.

"Sellers' Representative" has the meaning set forth in Section 14.18(a).

"Sellers' Retained Records" has the meaning set forth in Section 1.2(a).

"Settlement Statement" has the meaning set forth in Section 4.3(e).

"Site Access Agreement" has the meaning set forth in Section 9.6(b).

"Site-Level Financial Statements" has the meaning set forth in Section 5.4(a).

"Supplies Inventory" means consumable operating items not intended for retail sale at the Locations as of the Closing Date, excluding any forms.

"Surveys" has the meaning set forth in Section 9.7.

"Tangible Leased Personal Property" has the meaning set forth in Section 1.1(f).

"Tangible Owned Personal Property" has the meaning set forth in Section 1.1(e).

"Tank Fund" has the meaning set forth in Section 9.6(b).

"Tax" or "Taxes" means all federal, state, local, foreign and other income, franchise, profits, gross receipts, capital gains, capital stock, employment, disability, transfer, real and personal property, sales, use, registration, customs duties, alternative or add-on minimum, value added, occupation, excise, severance, windfall profits, stamp, license, payroll, social security, withholding and other taxes, assessments, charges, duties, fees or levies of any kind whatsoever (whether payable directly or by withholding and whether or not requiring the filing of a Tax Return) imposed by any Governmental Entity, and all estimated taxes, deficiency assessments, additions to tax, penalties and interest, whether disputed or not, imposed by any Governmental Entity, and shall include any liability for such amounts as a result either of being a member of a combined, consolidated, unitary or affiliated group or of a contractual obligation to indemnify any Person.

"Tax Agency" has the meaning set forth in Section 9.14(e).

"Tax Clearance Certificate" has the meaning set forth in Section 9.14(e).

"Tax Return" means any return, statement, form, declaration, report, disclosure, estimate, claim for refund or information return or statement required to be supplied to a Governmental Entity relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Tenant Leases" has the meaning set forth in Section 1.1(c).

"Third Party" means a Person that is not a party to this Agreement.

"Title Commitment" has the meaning set forth in Section 9.7.

"Title Company" means Chicago Title Insurance Corporation, or such other qualified independent title company as may be mutually designated by Sellers and Buyer.

"Title Defect" has the meaning set forth in Section 9.7.

"Title Materials" has the meaning set forth in Section 9.7.

"Title Review Date" has the meaning set forth in Section 9.7.

"Total Consideration" has the meaning set forth in Section 2.1.

"Treasury Regulations" means those regulations promulgated under the Code, as currently in effect, and as modified and clarified by amendment or successor regulation.

"Transaction" has the meaning set forth in Section 1.2(n).

"Transferred Deposits" has the meaning set forth in Section 1.1(h).

"Updated Commitments" has the meaning set forth in Section 9.7.

"Updated Schedules" has the meaning in Section 9.13(a).

"UST Systems" has the meaning set forth in Section 6.10(e).

"USTIF" has the meaning set forth in Section 9.6(b).

EXHIBIT D

FORM OF SITE ACCESS AGREEMENT

WHEREAS, Tri-State Petroleum Corporation, a West Virginia corporation, and Convenience Realty LP a West Virginia Limited Partnership (the "TSP Entities") occupied each of the properties described in the attached Exhibit 1 (the "Locations") which Locations are currently owned by _____ ("Owner");

WHEREAS, the TSP Entities are conducting Remedial Measures as such term is defined in that certain Asset Purchase Agreement dated _____ 2021 between the TSP Entities and Owner (the "APA");

WHEREAS, Owner is willing to grant TSP Entities the right of access to the Locations to conduct Remedial Measures as provided in the APA.

NOW THEREFORE, in consideration of the mutual benefits to the parties, Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner grants to TSP Entities the right to access the Locations ("Access Rights") on the following terms and conditions:

1. **Term.**

a. TSP Entities shall have Access Rights over the entirety of all Locations to the extent reasonably needed to complete the work contemplated by the APA. This Site Access Agreement shall continue until the later of:

- (i) completion of the Remedial Measures pursuant to applicable environmental laws and regulations;
- (ii) some other time mutually agreed to by the parties; or
- (iii) five (5) years from the effective date of this Site Access Agreement.

b. Owner agrees that any lease, sublease, conveyance or the like to a third party will specifically recognize the existence of this Site Access Agreement. Upon termination of the Access Rights in accordance with the above provisions and the APA, the applicable members of the TSP Entities will execute a termination of this Agreement in recordable form if Owner so requests in writing.

2. **Scope of Work.** Owner agrees that TSP Entities and its consultants and contractors may carry out any activity deemed appropriate to conduct the Remedial Measures at TSP Entities' sole cost and expense and that TSP Entities may investigate, assess and/or remediate and install, maintain and monitor environmental remediation units (including without limitation, monitoring and recovery wells and groundwater remediation systems) on or under the Locations. Owner agrees to be responsible and reimburse TSP Entities for any damage that Owner, its employees, agents, lessees, successors, assigns or contractors cause to the TSP Entities' environmental investigation or remediation units and associated

equipment ("TSP Equipment"). Owner is not responsible for damage to TSP Equipment caused by invitees, customers or the public, and TSP Entities is responsible to properly secure the TSP Equipment. Remedial Measures have the same meaning as contained in the APA. Anything in the APA or this Agreement to the contrary notwithstanding, Owner agrees at Owner's sole cost and expense, to provide the TSP Entities and its consultants and contractors with reasonable access to and use of all utilities, water and sewer required to conduct the Remedial Measures.

3. **Notice.** TSP Entities agree to notify Owner at least five (5) working days in advance of planned activities on the Locations in accordance with Section 10 below.
4. **Documents.** TSP Entities will provide Owner with copies of any correspondence, reports or any other documents pertaining to the Remedial Measures and submitted by TSP Entities to the applicable governmental authority, within fourteen (14) days of submission by TSP Entities.
5. **Interference with Operations.** TSP Entities and its environmental consultants and contractors in exercising the rights granted hereunder shall act reasonably and minimize to the extent possible any interference with Owner's operations and, in any event shall not unreasonably interfere with Owner's access or use of the Locations.
6. **Quality of Work.** The Remedial Measures shall be performed in a workmanlike manner and appurtenances maintained in good condition and repair. TSP Entities shall in good faith complete the Remedial Measures within a reasonable time period pursuant to applicable environmental laws and regulations.
7. **Confidentiality.** Each party hereby agrees that, except for required submissions to the relevant governmental authorities, it will keep the results of Remedial Measures confidential, and that neither it nor any of those acting on its behalf or following its instructions, or performing any Remedial Measures, will divulge such information to any third party unless required to do so by law or after having obtained the prior written approval of the other party, provided however that the results of the Remedial Measures may be disclosed by Owner to its lenders to the extent that the lenders require such disclosure.
8. **Compliance With Laws.** In connection with conducting Remedial Measures on the Locations, including the disposition of any wastes generated in connection therewith, TSP Entities shall comply at its cost with all laws, ordinances, orders, rules, regulations, and requirements of all federal, state, county, and municipal governments, including all administrative agencies thereof.
9. **Notification Requirements.** Prior to the start of the Remedial Measures, TSP Entities shall notify Owner in writing (using the "Notification of Consultant for Site Access Agreement" form attached as Exhibit 2) of the name, address and contact of TSP Entities' environmental consultants, contractors and subcontractors who will conduct work on the Locations. If TSP Entities changes environmental consultants during the term of this Site Access Agreement, TSP Entities shall provide Owner advance written notice of such

change and shall include the name, address and contact of such new environmental consultant.

10. **Restoration of Locations.** As soon as is practicable, but in no event longer than sixty (60) days, after the conclusion of the Remedial Measures, TSP Entities at its sole cost and expense will restore the Locations, including Owner's personal property, affected or damaged by the Remedial Measures, to as close to its condition existing at the time such work began as is reasonably possible. This Section 11 shall survive the termination of this Site Access Agreement.
11. **Claims and Indemnification.**
 - a. For purposes of this Site Access Agreement, "Claim(s)" means claims, demands and causes of action asserted by any person (including Owner's, TSP Entities, and TSP Entities' environmental consultants' employees or any other third party) for personal injury or death or for loss of or damage to property arising from Remedial Measures undertaken pursuant to this Site Access Agreement.
 - b. TSP Entities shall indemnify, defend and hold harmless Owner from Claims asserted against Owner, including without limitation, reasonable attorneys' fees, for claims arising out of or in connection with TSP Entities or TSP Entities' environmental consultants' performance of the Remedial Measures. Where Claims result from the joint negligence or willful misconduct of Owner, TSP Entities' duty of indemnity shall be in proportion to TSP Entities' and its environmental consultants' allocable share of joint negligence or willful misconduct.
12. **Notice of Claims.** The indemnity described in Section 11 above is subject to Owner providing written notice to TSP Entities within one hundred twenty (120) days of the date after Owner receives an initial notice or has actual knowledge of a Claim. The foregoing notice provision shall not cause TSP Entities to suffer material prejudice to its defense. Until such time that Owner provides TSP Entities with said notice, Owner shall take all steps necessary to defend the Claim and to prevent prejudice to the defense and/or TSP Entities. In addition, Owner shall fully cooperate with TSP Entities in the investigation and defense of such Claims. TSP Entities' selection of counsel to represent Owner in the defense of any such Claim shall be subject to Owner's approval, which approval shall not be unreasonably withheld.
13. **Insurance.** TSP Entities and its environmental consultants shall maintain at least the following insurance, with limits of liability no less than those stated below, while performing the Remedial Measures:
 - a. **Comprehensive General Liability:** Combined single limit for bodily injury and property damage of not less than \$1,000,000.00 each occurrence and \$2,000,000.00 annual aggregate.
 - b. **Worker's Compensation Insurance and Employer's Liability Insurance:** With limits of liability not less than those required by law.

- c. Alternatively, TSP Entities may provide a program of self-insurance for itself and require that its consultants and contractors maintain the levels of insurance specified in subparagraphs (a)-(b). If TSP Entities opts to self-insure, TSP Entities shall provide Owner with a letter of self-insurance within thirty (30) calendar days of the effective date of this Site Access Agreement or prior to any work beginning on the Locations, whichever is earlier.
14. **Scope of Access Rights.** The Access Rights granted herein by Owner extend only to that access required to carry out the obligations imposed upon TSP Entities under the APA. Owner's consent must be obtained for access to the Locations for any other reason.

15. **Miscellaneous.**

- a. No provision under this Site Access Agreement nor any actions under or by reason of this Site Access Agreement shall in any action, proceeding or litigation operate or be construed as an admission by TSP Entities or Owner or any other party of any violation of law or regulation, any liability, fault, or past or present wrongdoing, or any breach of duty at any time.
- b. All notices desired or required to be given hereunder shall be in writing and shall be given: (i) next day express courier, or (ii) by certified mail, return receipt requested, postage prepaid, or by facsimile (with a copy sent by U.S. mail or next day courier), addressed as follows:

If to TSP Entities: Tri-State Petroleum Corporation
P.O. Box 4006
Wheeling, WV 26003
Attn: Colleen C. McGlinn
Email: pcmcglinn@msn.com

If to Owner: Majors Management, LLC
P.O. Box 1565
Lawrenceville, GA 30046
Attention: Benjamin Smith
Telephone number: (770) 338-2620
Email: Ben@majorsmgmt.com

- c. If any part of this Site Access Agreement is for any reason found to be unenforceable, all other portions nevertheless remain enforceable.
- d. The waiver of any breach or any term or condition of this Site Access Agreement does not waive any other breach of that term or condition or of any other term or condition.
- e. This Site Access Agreement must be construed, and its performance enforced, under the law of the Commonwealth of Pennsylvania.

- f. This Site Access Agreement, executed in duplicate originals, shall be effective on the date last written below.
- g. The provisions of this Site Access Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors or assigns.
- h. Each person executing this Site Access Agreement represents that the party on whose behalf the person is executing this Site Access Agreement has duly authorized the execution of this Site Access Agreement and that such person is authorized to execute the Site Access Agreement on behalf of such party.
- i. If there is any conflict between any provision of this Site Access Agreement and any provision of the APA executed between TSP Entities and Owner of even date herewith, the provision of the APA will govern.

MAJORS MANAGEMENT, LLC

By: _____
Name: _____
Title: _____

**TSP ENTITIES:
Tri-State Petroleum Corporation**

By: _____
Colleen C. McGlinn, CEO

Convenience Realty LP

By: Tri-State Petroleum Corporation, its general partner

By: _____
Colleen C. McGlinn, CEO

EXHIBIT 1 TO SITE ACCESS AGREEMENT

Locations

EXHIBIT 2 TO SITE ACCESS AGREEMENT

**NOTIFICATION OF CONSULTANT
FOR SITE ACCESS AGREEMENT**

Please refer to the Site Access Agreement ("Agreement") executed by Tri-State Petroleum Corporation, a West Virginia corporation, and Convenience Realty LP a West Virginia Limited Partnership ("TSP Entities"), part of the TSP Entities (as defined in the Agreement), and Majors Management, LLC, a Georgia limited liability company ("Owner"). Under the terms of the Agreement for the purposes of conducting an environmental investigation, Owner grants TSP Entities and/or TSP Entities' environmental consultant access to the Locations (as defined in the Agreement) to perform environmental investigations.

Pursuant to Section 10 of said Agreement, please be advised that, for the period starting on the ____ day of _____, 20__, TSP Entities' environmental consultant(s) ("Consultant") shall be:

Consultant :

Contact :

By their signatures below, TSP Entities and its Consultant acknowledge that the Consultant has been provided with a copy of the Agreement and agrees to perform the work that is the subject of said Agreement according to the terms specified therein.

TSP ENTITIES:

Tri-State Petroleum Corporation

Date

By:

Colleen C. McGlinn, CEO

Convenience Realty LP

By: Tri-State Petroleum Corporation,
its general partner

Date

By:

Colleen C. McGlinn, CEO

CONSULTANT:

Date

By:

Name:

Title:

Notice Received by:

Date:

Name

Title:

SCHEDULE 1 TO SITE ACCESS AGREEMENT

Locations

Owned Locations			
Store #	Address	City	State
102	2060 National Rd	Wheeling	WV
201	956 Greentree Rd	Pittsburgh	PA
202	2699 Mossie Blvd	Monroeville	PA
203	Rt. 50 & Greentree	Heidelberg	PA
204	831 National Rd	Wheeling	WV
213	150 Route 30	Oakdale	PA
214	214 Underwood St	Zanesville	OH
215	1100 First Ave	Conway	PA
216	2603 Constitution Blvd	Beaver Falls	PA
221	100 E 7th Ave	Tarentum	PA
222	2601 Freepoint	Harmarville	PA
223	6680 Frankstown Ave	Pittsburgh	PA
224	4010 Penn Ave	Pittsburgh	PA
809	3775 Main St	Weirton	WV
810	3700 Penn Ave	Weirton	WV
811	2110 Warwood Ave	Wheeling	WV
812	725 Commerce	Wellsburg	WV
814	#2 Chapel	Wheeling	WV
815	1243 National Rd	Wheeling	WV
816	200 Jefferson Ave	Moundsville	WV
818	201 South Main St	Woodsfield	OH
Leased Locations			
Store #	Address	City	State
211	461 Race Track Road	N. Strabane Township	PA
820	160 North Lafayette St	Moundsville	WV
821	2180 E. Wheeling Ave	Cambridge	OH
822	1101 Gibran St	Marietta	OH
Bulk Plants			
Site #	Address	City	State
301	2627 Vance Ave	Wheeling	WV
302	98 S. Main Street	New Martinsville	WV

EXHIBIT E
DISCLOSURE SCHEDULES
TO THE
ASSET PURCHASE AGREEMENT

The following are the disclosure schedules (each a "Schedule" and collectively, the "Schedules") of THIS ASSET PURCHASE AGREEMENT (the "Agreement") which is made and entered into effective as of this _____ day of _____, 2021 (the "Effective Date"), by and between TRI-STATE PETROLEUM CORPORATION, a West Virginia corporation ("Tri-State") and, together with CONVENIENCE REALTY LP, a West Virginia corporation, and UNDERWOOD LIMITED PARTNERSHIP, an Ohio limited partnership, sometimes hereinafter referred to individually, a "Seller" and collectively, the "Sellers") and MAJORS MANAGEMENT, LLC, a Georgia limited liability company ("Buyer"). Each of the Sellers and Buyer is referred to herein individually as a "Party" and collectively as the "Parties." Capitalized terms used but not defined herein shall have the same meanings given them in the Agreement.

The headings contained in these Schedules are for the convenience of reference only and shall not be deemed to modify or influence the interpretation of the Agreement or the information contained in these Schedules. No reference to or disclosure of any item or other matter in these Schedules (i) shall be construed as an admission or indication that such item or other matter is material (nor shall it establish a standard of materiality for any purpose whatsoever) or that such item or other matter is required to be referred to or disclosed in these Schedules or (ii) relating to any possible breach or violation of any contract or any law, regulation, order or similar legal requirement will be construed as an admission or indication that any breach or violation exists or has actually occurred. The information set forth in these Schedules is disclosed solely for the purposes of the Agreement.

These Schedules are qualified in their entirety by reference to specific provisions of the Agreement, and are not intended to constitute, and shall not be construed as constituting, representations or warranties of any Party except to the extent provided in the Agreement, and shall not be deemed to expand the scope or effect of the relevant party's representations or warranties in the Agreement or create any covenant, except to the extent provided in the Agreement. Any information set forth in any schedule of these Schedules conclusively shall be deemed to be disclosed and incorporated by reference in each of the other schedules of these Schedules to which its relevance is apparent on the face of such disclosure, as though fully set forth in such other schedules (whether or not specific cross-references are made).

The attachments to these Schedules form an integral part of these Schedules and are incorporated by reference for purposes as if set forth fully herein. The contents of any document referred to in a Disclosure Schedule are incorporated by reference into such Disclosure Schedule as though fully set forth in such Disclosure Schedule, in each case to the extent that a copy of such document has been made available to Buyer in the data room established for this transaction.

Schedule 1.1
Buyer Party By Assets

ASSETS	BUYER
Purchased Owned Real Properties	MM PA PROPERTIES, LLC for all Purchased Owned Real Properties except the bulk plants to be conveyed to MM BP PROPERTIES, LLC
Purchased Leases	MM PA PROPERTIES, LLC
Tenant Leases	MM PA PROPERTIES, LLC
Fuel Inventory	MM PA MANAGEMENT, LLC
Other Inventory	MM PA MANAGEMENT, LLC
Owned Personal Property	MM PA PROPERTIES, LLC
Tangible Leased Personal Property	MM PA PROPERTIES, LLC
Owned Fuel Equipment	MM PA PROPERTIES, LLC
Transferred Deposits	MM PA PROPERTIES, LLC
Books and Records	MM PA PROPERTIES, LLC
Contracts (excluding Fuel Supply Agreement)	MM PA MANAGEMENT, LLC
Fuel Supply Agreement	EXCELL PETROLEUM, LLC
IP	MAJORS MANAGEMENT, LLC
Goodwill	MM PA PROPERTIES, LLC

Schedule 1.1(a)
Owned Locations

OWNED LOCATIONS

Store #	Address	City	State
102	2060 National Rd	Wheeling	WV
201	956 Greentree Rd	Pittsburgh	PA
202	2699 Mossido Blvd	Monroeville	PA
203	Rt. 50 & Greentree	Heidelberg	PA
204	831 National Rd	Wheeling	WV
213	150 Route 30	Galdate	PA
214	214 Underwood St	Zanesville	OH
215	1100 First Ave	Coway	PA
216	2603 Constitution Blvd	Beaver Falls	PA
221	100 E 7th Ave	Tarentum	PA
222	2601 Freeport	Harnarville	PA
223	6680 Frankstown Ave	Pittsburgh	PA
224	4010 Penn Ave	Pittsburgh	PA
809	3775 Main St	Weirton	WV
810	3700 Penn Ave	Weirton	WV
811	2110 Warwood Ave	Wheeling	WV
812	725 Commerce	Wellsburg	WV
814	#2 Chapel	Wheeling	WV
815	1243 National Rd	Wheeling	WV
816	200 Jefferson Ave	Moundsville	WV
818	201 South Main St	Woodsfield	OH

BULK PLANTS

Site #	Address	City	State
301	2664 Vance Ave	Wheeling	WV
302	Main Street	New Martinsville	WV

Schedule 1.1(b)
Leased Locations

LEASED LOCATIONS

Store #	Address	City	State
211	461 Race Track Road	N. Strabane Township	PA
820	160 North Lafayette St	Moundsville	WV
821	2180 E. Wheeling Ave	Cambridge	OH
822	1101 Gilman St	Marietta	OH

Schedule 6.10

Known Pollution

Location No.	Address	Site ID #	Pollution/Event/Link No.	LSTIP Coverage %	Source of Estimate	Estimated Cost Remaining to Achieve NFA according to current RCAP?	LSTIP Budget	Other Insurance	Tri-State Budget	LSTIP Coverage (Link)	Amount Spent to Date	Amount Available to Complete	Deductible (if any)
202	2699 Mesquite Drive Monroeville, PA	PA UST Site ID # 515133	02-00807	100	Seller and Seller Consultant	\$2,500.00	\$2,500.00	\$0.00	\$0.00	USTIP # 2002-0187 \$1,500,000	As of 6.16.21 \$1,099,103.39	\$400,895	\$0
202	2699 Mesquite Drive Monroeville, PA (New Chain)	PA UST Site ID # 515133	PA UST Facility # 577139	100	Seller and Seller Consultant	\$50,000.00	\$50,000.00	\$8.00	\$0.00	USTIP # 2017-0030 \$1,500,000	As of 6.16.21 \$63,613.38	\$1,436,387	\$0
216	2693 Constitution Blvd. Beaver Falls, PA	PA UST Facility ID # 515101	PA UST Facility #578749	N/A	Seller and Seller Consultant	\$15,000.00	\$0.00	\$0.00	\$15,000.00	NA	NA	NA	\$0
224	4810 Penn Avenue Pittsburgh, PA	PA UST Site ID # 513052	PA UST Site # 575613	N/A	Seller and Seller Consultant	\$50,000.00	\$0.00	\$0.00	\$50,000.00	NA	NA	NA	\$0
294	831 National Road Wheeling, WV	WV UST Facility # 3504250 and EPA ID # UIC03700376	Link # 02-009	N/A	Seller and Seller Consultant	\$95,000	NA	\$0	\$95,000	NA	NA	NA	\$0
301	2627 Vance Ave Wheeling WV	WV Facility ID # A100406143	WV DEP Claim # 15-20281	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
302	98 South Main Street New Marlinton, WV (VRP)	WV UST Site # 5205814 and other ID # 1037-05-183	93-287 and VRP # 13681	N/A	Seller and Seller Consultant	\$65,000	N/A	\$65,000	\$0	3rd Party Insurance	NA	NA	\$0
812	725 Commerce Street Weirburg, WV	WV UST Facility ID # 0590087	17-018	N/A	Seller and Seller Consultant	\$100,000	NA	\$100,000	\$0	3rd Party Insurance	NA	NA	\$0

816	200 Jefferson Street Monroeville, WV	WVUST Facility ID # 2603343	WV Last Leak# 15- 009 and SPILLS ID #26-25187	N/A	Seller and Seller Consultant	\$100,000	NA	NA	\$100,000	NA	NA	NA	\$0
Dealer Site #	64516 and 64510 Winggreen Road, Old Washington, OH	UST Facility ID # 3003049	Release # 3000279- 200902 and -M00003	N/A	Seller and Seller Consultant	\$20,000	NA	NA	\$20,000	NA	NA	NA	\$0

Total
Budget

\$497,500.00 \$51,500.00 \$165,000.00 \$260,000.00
\$477,500.00

Note: Estimate based
on Seller cost
estimates as of
9/3/2021.

Schedule 2.6(a)
Closure Letter Locations

Location No.	Address	Site ID #	Pollution/Event/Leak No. for which an NFA, statement of cleanup completion, or other permit has been issued
102	2060 National Road, Wheeling, WV	WV LUST Facility ID # 3504349, EPA ID # LH03770075	Leak ID #91-9931-L35-Leak Number 91-9931-L35 was confirmed on November 21, 1991. The USTs were subsequently removed on September 27, 1993. The release reportedly impacted groundwater at the Subject Property. Based on available regulatory information from the West Virginia Department of Environmental Protection (WVDEP) LUST database, the status of this release was reported as "Cleanup was completed on June 11, 2007."
201	956 Greentree Rd., Pittsburgh, PA	Facility ID # 02-07089	A release of gasoline-related constituents was discovered during a 2002 subsurface investigation. The subsurface investigation was conducted as the result of a divestment activities performed by Exxon. According to information found in the PADEP leaking underground storage tank database, the release was remediated to the satisfaction of the PADEP on September 18, 2007. A relief of liability was granted in 2007 through PADEP's Acc2 program under Statewide Health Standards.
202	2599 Mosside Drive Monroeville, PA	PA UST Site ID # 515133	None.
202	2599 Mosside Drive Monroeville, PA (New Claim)	PA UST Site ID # 515133 and Other ID # 02-06837	None.

203	2022 Washington Pike, Heidelberg, PA	PA UST and PA ARCHIVE UST Site ID # 515142 and Other ID # 02-06837	PA LUST Site ID 515142. Incident ID # 19314- listing is the result of a December 1, 1997 release of gasoline constituents to the groundwater that has since been remediated and its status is now classified as "Cleanup Completed." The cleanup date is reported as December 19, 2006. The release was remediated to the satisfaction of the PADEP, and a release of liability was granted in 2006 through PADEP's Act 2 Program. (See pages 159-160 of the Envirotrac Phase I dated August 2021 for copies of DEP Data Base statement of record.)
204	431 National Road Wheeling, WV	WV UST Facility # 3504250 and EPA ID # U003770076, WV RGA LUST EPA # 5116368855 and 5116367914	Leak # 89-106. NPA issued June 29, 1999-This Location previously had an open release of gasoline constituents in groundwater dating back to 1989 that has received a No Further Action designation from the WVDEP on June 29, 1999. (Note: A second leak is part of Known Contamination at this Location. Leak # 02-009-On February 13, 2002. The release impacted groundwater at the Property.)
211	461 Racetrack Road, Washington, PA	PA SITE ID # 623196 and Other ID # 63- 38775	Facility ID # 642426 and other ID # 781088 listing five environmental health and safety violations issued during a facility inspection. All violations were corrected/abated.
213	150 U.S. Route 30, Imperial, PA	PA UST Site ID # 515046 and other ID # 02-06783	PA EFACTS Env Remediation and PA LUST. In 1989 a release of gasoline-related constituents was discovered in soil and groundwater at the Location. Soil and groundwater investigation/remediation was conducted in subsequent years. The release was remediated to the satisfaction of the PADEP, and a relief of liability (ROL) was granted on April 26, 2002 through PADEP's Act 2 program.

ULP 214	214 Underwood Street, Zanesville OH	OH UST Facility # 60002017	<p>The LUST listing is the result of two identified release numbers: 60002017-N00001 and -N00002. The 60002017-N00001 listing is the result of a line closure for replacement in 2009. Status is listed as No Further Action (NFA) required. The second listing (60002017-N00002) is the result of a bad shear valve failure in the containment sump of Dispenser 9/10 that would not close. The shear valve was replaced on April 30, 2019. On December 11, 2019, line and leak detector testing was performed on the UST system product lines with a passing result. On April 2, 2020, a letter from the Ohio Department of Commerce indicated that the Sheer Valve Replacement Form, completed on April 30, 2019, meets the requirements of Ohio Administrative Code 1301:7-9-12(D)(d) and no additional closure assessment activities will be required. Spill # 0210-60-3888 was an overfill of 23 gallons. No further investigation was necessary.</p>
215	1100 First Avenue, Conway, PA	PA UST Site ID # 515102 and Other ID 04-06840	<p>The PA EFACTS Env. Remediation, PA HIST SPILLS and PA LUST database listings are related to a confirmed release that was identified on February 12, 2002, during a Phase II investigation performed as part of property divestment activities. The release of petroleum products impacted groundwater beneath the Property. The release was remediated to the satisfaction of the Pennsylvania Department of Environmental Protection (PADEP) in 2013. A relief of liability was granted on August 30, 2013 through PADEP's Act 2 program.</p>

216	2603 Constitution Blvd. Beaver Falls, PA	PA UST Facility ID # 515101	<p>PA LUST Facility #578769 and Other ID # 04-06969-A release of gasoline-related constituents was originally discovered in 1972. Various site characterization and remediation activities have been performed at the site since a release from the original UST system in 1972, as documented by Exxon. The original steel UST system was replaced by the current fiberglass USTs in 1980. Through a combination of statewide health standard generation, site-specific standard generation, pathway elimination and monitored natural attenuation, the Property was remediated to the satisfaction of the Pennsylvania Department of Environmental Protection (PADEP) and a relief of liability was granted in August 2006 through PADEP's Act 2 program and is currently in Post Remediation Care monitoring activities. EPA AAI indicates status of Location as being "Cleanup Completed" as of December 22, 2006. (See pages 401-403 of August 2021 Phase I report prepared by Envirotrac.)</p> <p>(Note: Conditions or ROL: Quarterly groundwater is on-going. All constituents except for methyl-tert-butyl-ethene (MTBE) in one well exhibit concentrations below applicable medium specific concentrations for groundwater at non-residential sites.)</p>
221	100 East 7th Street, Tarentum, PA	PA IST Site ID # 515061 and Other ID # 02-88752	<p>A release of gasoline-related constituents was discovered during a 2002 subsurface investigation. The subsurface investigation was conducted as the result of divestment activities performed by Exxon, the previous Property owner. No additional releases have been reported since that time. The Property has achieved eight straight quarters of clean groundwater sampling. In December 2016, a SCR/RAP/RACR was submitted to the PADEP for ROL of all previous impacts to Property groundwater. The SCR/RAP/RACR demonstrating attainment of SHS standards was approved by PADEP on April 26, 2017. A request for closure has been submitted to and accepted by PADEP.</p>

222	2601 Freeport Road, Harmar Township, PA	Facility ID # 02-06972	A release of gasoline constituents was discovered during Exxon-led divestment activities in February 2002. Over the course of the next few years, soil and groundwater investigation/remediation were conducted. On September 10, 2007, the release at the Location was granted a relief of liability (ROL) from PADEP Act 2 program for all previous impacts to the Location soil and groundwater. A PRCP was implemented and the PRCP remedial goals were satisfied in 2012. EPA database indicates status of Location as being "Cleanup Completed" as of September 10, 2007.
223	6680 Frankstown Road, Pittsburgh, PA	PA UST Site ID # 515059 and Other ID # - 02-06891	Leak # PA LUST Facility ID # 575621 - A release of gasoline-related constituents was discovered during a 1989 subsurface investigation conducted by Exxon as part of a Level 1 Site Assessment, prior to station building demolition and rebuild. The release was remediated to the satisfaction of the PADEP in 2007. A relief of liability letter was granted February 9, 2007 through PADEP's Act 2 program. EPA database indicates status of Location as being "Cleanup Completed" as of February 9, 2007.
224	4010 Penn Avenue, Pittsburgh, PA	PA LUST Site ID # 515052 and Other ID # 02-06784	On November 13, 2018 four dispensers were removed from this Location. A closure report was submitted to PADEP. On November 13, 2018 the PADEP determined no further action was required. (Note: A second leak is part of Known Contamination at this Location. Leak / Incident # 18155 - Leak occurred in 1989. The Location status is classified as "Interim or Remedial Actions Initiated")
301	2627 Vance Avenue, Wheeling, WV	WV AST ID # A100406142, and # 504	None.
302	91 South Main Street New Martinsville, WV	WV AST Site ID # 515102, 04-06840	None.

809	3775 Main Street, Weirton, WV	WV UST Site ID # 0500386 and 0500387, and EPA ID # U003439036	None.
810	3700 Pennsylvania Ave, Weirton, WV	WV UST Site #1501382	No Leak No, but there is record of 1997 WVDEP Correspondence – letter from Ms. Patty Hickman, Environmental Inspector for the UST Section dated January 3, 1997 granting BP a No Further Action At This Time determination. The letter also states that based on the Waste Oil Tank Closure report and the Phase I Site Assessment "there is no evidence of contamination at the site at the time BP sold it to Interstate Petroleum". No leak number was ever issued for this site.
811	2110 Warwood Avenue, Wheeling, WV	WV UST Site # 3504314 and WV RGA ID # S115458497 and WV LUST # U003071983	Leak #93-024-During 1992 and 1994 subsurface investigations conducted by BP Oil impacts to soil groundwater were discovered. According to the WVDEP Review of Confirmed Release Report dated February 9, 1993 reviewed by Enviro-Trac, a no further action determination was granted to the property with respect to the 1992 release. No other conditions were imposed on the NRA determination.
812	725 Commerce Street Weilsburg, WV	WV UST Facility ID # 0500387	Leak # 93-023-The Location previously had an open release of gasoline constituents in groundwater dating back to 1993 that has received a No Further Action designation on July 3, 2017. (Note: A second leak is part of Known Contamination at this Location. Leak No. 17-019-a spike in the benzene levels found in samples collected from MW-9 in the central portion of this Location resulted in a Confirmed Release Notice to Comply dated March 31, 2017.)

814	2 Chapel Road, Wheeling, WV	WV UST Facility # 3504315	<p>Leak number: 87-017 -- A release was identified on April 29, 1987, and cleanup was immediately initiated according to the listing. The cleanup was completed on December 16, 1996. This leak number was assigned a no further action on December 23, 1996. Leak number: 02-076 -- In July 2002, groundwater was determined to be impacted, and Leak No. 02-076 was assigned to this location. After further investigation of soil and groundwater, the cleanup was completed on March 8, 2007. This Location was granted a no further action status for Leak No. 02-076 on March 12, 2007. Leak number: 18-018 -- A release was identified on August 27, 2018, and cleanup was immediately initiated according to the listing. The cleanup was completed on August 1, 2019. No further action was issued for Leak # 18-018 as of August 1, 2019.</p>
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815	1243 National Road, Wheeling, WV	WV LUST Facility ID # 3504313, EPA ID # U001033235	<p>Leak # 92-301-L35-On August 23 and 24, 1992, two soil borings and three groundwater monitor wells were installed as part of a site assessment. A release was confirmed on December 18, 1992. A Review of Confirmed Release Report dated February 8, 1996, indicates that the cleanup was completed for the groundwater impacts identified during the August 1992 site assessment. A No Further Action report was issued by the WVDEP on January 30, 1996. On July 29, 1999, a 1,000-gallon waste oil UST was removed from this location. Soil laboratory analytical data reported constituent concentrations as non-detect or below respective WVDEP Cleanup levels. Consequently, a WVDEP letter dated January 23, 2005, stated that no further action (NFA) was required relating to the 1999 UST closure. Leak # 17-002-A Confirmed Release Notice to Comply letter issued by WVDEP dated January 6, 2017, indicated that a release from a regulated storage tank had occurred at this location (Leak # 17-002). In December 2017, the USTs were removed and replaced, the required confirmatory soil samples were collected, and based on the results of the confirmatory soil samples, a closure request was made to WVDEP on March 5, 2018. An NFA determination was made by WVDEP for Leak No. 17-002 and issued by WVDEP on March 8, 2018.</p>
816	200 Jefferson Street Moundsville, WV	WV LUST facility ID # 2-603343	<p>Leak # 92-204-L26-The Subject Property previously had an open release of gasoline constituents in groundwater dating back to 1992, Leak No. 92-204-L26, that has received a No Further Action designation on April 1, 2019 with no conditions. (Note: A second leak is part of Known Contamination at this location. Leak No 15-009 remains an active LUST case.)</p>

818	201 S. Main Street, Woodsfield OH	OH UST Site ID # 56000071 and the OH Archive UST ID # 56000071, and OH LUST Site ID # 56000071-N00001, and RGA LUST Facility #02-006437	BUSTR Incident #56000071-N00001-A release of gasoline- related constituents to soil and groundwater was discovered on December, 1994. Over the course of the next 12 years, soil and groundwater investigation/remediation activities were conducted. A no further action letter was received from BUSTR on July 13, 2016. In 2012 a waste oil tank was closed. A no further action letter was issued by BUSTR on July 16, 2012 regarding the tank closure.
820	150/160 North Lafayette Street, Moundsville WV	WV Facility # 2608688	None.
821	2180 East Wheeling Avenue, Cambridge, OH	OH UST Facility # 30009167	None.
822	1101 Gilman Street, Marietta, OH	OH UST Facility #84009580	None.

<p>Dealer Site #</p>	<p>64516 and 64510 Wintergreen Road, Old Washington, OH</p>	<p>UST Facility ID # 3000049</p>	<p>Release 30005115-N00001 and 30005115-N00002 at 2343 E. Wheeling Ave for which an NFA was issued September 6, 2017. Two former release numbers were identified with Parcel ID 480000261006 (Kaple's Marathon). Release No. 30000049-N00001 was associated with the closure a 1,000-gallon Used Oil Underground Storage Tank in August 1996. All soil and groundwater closure sampling analytical results were below applicable action levels during the time of closure and the tank owner (The Hartley Company) received a No Further Action (NFA) letter on August 13, 1996. Release No. 30000049-N00002 is associated with the removal of three gasoline USTs at the former Old Washington Shell in August 2001. Three steel USTs were removed, consisting of two 5,000-gallon gasoline USTs and one 4,000-gallon gasoline UST. The owner/operator of the USTs at the time of closure was The Hartley Company. At the time of UST closure activities, 486 yds of contaminated soil were excavated from the UST pit. Subsequent investigations were conducted including BUSTR Tier 1 and Tier 2 investigations to evaluate soil and groundwater. In May 2014, an NFA letter was issued by BUSTR for Release No 30000049-N00002. As part of the NFA, an Environmental Covenant (Appendix A) was placed on the deed for the property for activity and use restrictions, therefore allowing impacted soil and groundwater to remain on-site above certain BUSTR Action Levels. The following activity and land use restrictions were included in the Environmental Covenant.</p> <p>Property is restricted to Non-Residential Use only. No basement or other permanent subsurface or underground structure designed for routine human occupancy is allowed. No person shall extract the groundwater located at or under the property for any purpose, potable or otherwise, except for groundwater investigation or remediation. (Note: A second leak is part of Known Contamination at this Location. Release No. 30000275-N0002.)</p>
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ASSIGNMENT AND ASSUMPTION OF CONTRACTS

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACTS (this "Agreement"), dated as of May 11, 2022 (the "Effective Date"), is by and among MM BP PROPERTIES, LLC, a Georgia limited liability company ("Assignor"); and BRUCETON FARM SERVICE, INC., a West Virginia corporation ("Assignee"). Each of Assignors and Assignee is a "Party" and, collectively, are the "Parties."

Recitals

A. The Parties are parties to that certain Asset Purchase Agreement, dated as of March 9, 2022, as amended by that First Amendment of Asset Purchase Agreement dated as of April 27, 2022, and as further amended by that Second Amendment of Asset Purchase Agreement dated as of May 11 2022 (as amended, the "Purchase Agreement").

B. Pursuant to the Purchase Agreement, Assignors have agreed to sell and transfer certain assets of Assignors to Assignee, and Assignee has agreed to assume certain liabilities and obligations of Assignors.

C. Assignors are party to certain contracts identified on Exhibit A (the "Assumed Contracts").

D. Assignors and Assignee desire that Assignors' right, title, and interest in, to, and under the Assumed Contracts be assigned to, and that all of the Assignors' obligations and Assumed Liabilities (as defined below) under the Assumed Contracts, be assumed by Assignee.

E. Assignee is willing to accept the assignment and effect the assumption referred to above in accordance with the terms and conditions of this Agreement.

F. The Parties now desire to effect and memorialize Assignors' assignment of Assignors' right, title, and interest in, to, and under each of the Assumed Contracts to Assignee, and Assignee's assumption of the Assignors' obligations and the Assumed Liabilities under each of the Assumed Contracts.

Agreement

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **Definitions.** Any capitalized terms used, but not defined in this Agreement, have the meanings given to such terms in the Purchase Agreement.

2. **Assignment.** Assignor has assigned, transferred, sold, and conveyed, and by these presents does hereby assign, transfer, sell, and convey to Assignee, all of Assignors' right, title, and interest in, to, and under the Assumed Contracts.

3. **Assumption.** Assignee: (i) has assumed and agreed to timely pay, perform, and discharge, and by these presents does hereby assume and agree to pay, perform, and discharge, the Assumed Liabilities (defined below); and (ii) accepts all of Assignors' right, title, and interest in and to the Assumed Contracts. For purposes of this Agreement, "Assumed Liabilities" means the executory obligations of performance and liabilities of Assignors under the Assumed Contracts, to the extent such obligations and liabilities arise or relate to events, circumstances, or periods occurring after the Closing.

4. **Excluded Liabilities.** Assignors agree that Assignors have not assigned, and Assignee does not assume, any liability of any kind or nature whatsoever relating to the Assumed Contracts other than the Assumed Liabilities.

5. **Release of Assignor.** Upon the completion of the Closing on the Closing Date, and the assignment of the Assumed Contracts from Assignor to Assignee at Closing pursuant to this Agreement, Assignee does hereby remise, release, quit-claim, exonerate and discharge Assignor from the Assumed Liabilities.

6. **Other Agreements.** The Parties acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein, including, without limitation, the obligations and indemnities of Assignee with respect to the Assumed Liabilities.

7. **Governing Law.** This Agreement shall be governed by, construed under, and enforced in accordance with the laws of the State of West Virginia without regard to any conflicts of laws principles that would require the application of any other Laws.

8. **Counterparts; Execution of Agreement.** The Parties are permitted to execute this Agreement in one or more counterparts, each of such counterparts is to be deemed to be an original copy of this Agreement and all of which, when taken together, are to be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by electronic mail or other means of electronic transmission is to constitute effective execution and delivery of this Agreement as to the Parties. Signatures of the Parties transmitted by electronic mail or other means of electronic transmission are to be deemed to be their original signatures for all purposes.

9. **Rules of Construction.** The headings of this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof. Except as otherwise explicitly specified in this Agreement to the contrary, references to a Section means a Section of this Agreement, unless another agreement is specified. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if drafted jointly by the Parties and no presumption or burden of proof is to arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

(Signature Page Follows)

Each of the Parties, intending to be legally bound, has caused this Agreement to be duly executed on such Party's behalf by an authorized Representative of such Party as of the Effective Date.

ASSIGNOR:

MM BP PROPERTIES, LLC,
a Georgia limited liability company

By: 

Printed Name: Ben Smith
Title: Authorized Signatory

ASSIGNEE:

BRUCETON FARM SERVICE, INC.,
a West Virginia corporation

By: 

Printed Name: Marshall F. Bishop
Title: President

Exhibit A

Assumed Contracts

1. Fixed Price Fuel Contract dated January 24, 2022 between MM CS Services, LLC and Tunnel Ridge, LLC.
2. Site Access Agreement dated as of October 1, 2021 between Tri-State Petroleum Corporation and Convenience Realty LP ("TSP Entities") and MM PA Properties, LLC and MM BP Properties, LLC for two of the properties identified in the Site Access Agreement located at 2627 Vance Avenue, Wheeling, WV and 98 S Main St., New Martinsville, WV.
3. Pricing Agreements – Gasoline and/or Diesel

Customer Name	Type	Applies To	Price Starts With	Adjustment
Ace Pipeline-Hannibal	Customer Location	2 - Ace Pipeline - han	Inventory Cost	
AES	Customer	800267 - AES Drilling Fluids LLC	Ergon Rack	
Alex Paris	Customer	2 -Alex Paris	Inventory Cost	
Alex Paris	Customer	4 -Alex Paris	Inventory Cost	
Atlas Trenchless	Customer	800235 - Atlas Trenchless LLC	Pratsburgh OPIS Daily	
Belmont Aggregates	Customer	800191 - Belmont Aggregates	Ergon Rack	
Capital Sands	Customer	800259 Capital Sands Proppants	Ergon Rack	
Cardinal - Fire Pump # 5	Customer Location	5 - Unit 1 Fire Pump	Columbus OPIS Weekly	
Cardinal Plant - Heaters	Customer Location	4 - Heaters /104-02762517	Columbus OPIS Weekly	
Cardinal Plant - Kerosene	Customer Location	7 - Cardinal Plant - Kerosene	Columbus OPIS Weekly	
DOH Dist # 6	Customer Pricing Group	DOH Dist # 6	Marietta OPIS Weekly	0.1147