



Fidelity National Title Insurance Company
486 Norristown Road, Suite 230
Blue Bell, PA 19422
Phone: 610-825-5720
Fax: 610-825-5722

COMMITMENT FOR TITLE INSURANCE

Fidelity National Title Insurance Company

Effective Date: 07/06/2018

Schedule A

1. Policy or Policies to be issued:

A. Policy to be Issued:

ALTA Owners 2006 (as modified by TIRBOP)

Proposed Insured: Wawa, Inc., a New Jersey Corporation

Amount of Insurance: \$2,000,000.00

Effective Date:

B. Policy to be Issued:

ALTA Loan 2006 (as modified by TIRBOP)

Proposed Insured:

Amount of Insurance:

Effective Date:

2. Title to the estate or interest in the land described or referred to in this Commitment is a Leasehold and is at the effective date hereof vested in:

Garabet Karakelian and Constance Karakelian (Premises A) and Wayne Property Acquisition Inc. (Premises B)

3. The land referred to in this Commitment is described in Schedule C attached hereto and made part hereof.

For Information Purposes Only:

302 East Lancaster Avenue
Radnor Township
Delaware County, PA 306 East Lancaster Avenue
Radnor Township
Delaware County, PA

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ALTA Commitment (08-01-2016)
C165B00



Schedule B Section 1 Requirements

This Title Insurance Commitment (the "Commitment") is issued pursuant to the Agreement to Issue Policy contained on the American Land Title Insurance Commitment (2016) front cover form (the "Form") and is subject to the Conditions stated therein. Any title search and examination conducted by or for the Company in connection with the issuance of this Commitment is solely for the benefit of the Company. The sole liability of Company and its agent shall arise under and be governed by the Commitment and/or Policy subsequently issued. If this copy of the Commitment is not accompanied by the Form, a copy of the Form may be obtained from this Company upon request.

PLEASE BE ADVISED THAT A CONTINUATION SEARCH WILL BE MADE AT THE TIME OF CLOSING TO UPDATE THE EFFECTIVE DATE OF THE COMMITMENT AND THAT THE EARLIER EFFECTIVE DATE SHOWN AT THE BEGINNING OF THIS COMMITMENT WILL NOT AFFECT THE DATE OF COVERAGE OF THE POLICY. THE DATE OF THE POLICY WILL BE THE DATE OF RECORDING OF THE INSURED INSTRUMENT AND WILL COVER THE GAP BETWEEN THE LAST DATE COVERED BY THE OFFICIAL RECORD AT THE TIME OF CLOSING AND THE DATE OF RECORDING.

THE FOLLOWING REQUIREMENTS MUST BE MET:

1. THIS TITLE REPORT TO BE USED FOR LEASEHOLD PURPOSES ONLY.
2. Instrument(s) satisfactory to us, creating the estate or interest to be insured must be executed, delivered and filed for record.
 - A. LEASE FROM: Garabet Karakelian and Constance Karakelian(Premises A) Wayne Property Acquisition Inc. (Premises B)
TO: Wawa, Inc., a New Jersey Corporation
DATED: _____
RECORDED: _____
3. Title of Record to be the Fee Interest of the leased premises hereinafter described is in Garabet Karakelian and Constance Karakelian, his wife by Deed dated 01/25/1988 and recorded in Deed Book Volume 546 page 637. (Premises A).
4. Title of Record to be the Fee Interest of the leased premises hereinafter described is in Wayne Property Acquisition Inc. by Deed dated 12/12/2016 and recorded in Deed Book 5922 page 948. (Premises B).
5. Payment of full consideration to or for the account of the grantors or mortgagors.
6. Payment of the premiums, fees and charges for the policy.
7. Possible unfiled mechanics liens and municipal claims.
8. Terms of any unrecorded lease or rights of parties in possession.
9. Proof that all natural persons in this transaction are of full age and legally competent.
10. Proof of identity of parties as set forth in Recital.

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Schedule B Section 1 Requirements continued

11. POWERS OF ATTORNEY: If any party to the settlement intends to use a Power of Attorney at settlement, a copy of such Power of Attorney must be submitted for review in advance of settlement. Failure to comply with this requirement may result in the postponement of the settlement. Acceptability of the Power of Attorney for purposes of completion of settlement is within the discretion of the insurer.
12. Proof that no parties to this transaction are involved in bankruptcy proceedings; if bankruptcy has been filed, same to be examined; possible additional requirements/exceptions to be added.
13. Satisfactory evidence should be provided that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor material.
14. TAXES:
Receipts for Township, County and School Taxes for the three prior years to be produced.
Township, County and School Taxes for the current year 2017
Assessment \$688,900.00 (Premises A) and \$1,102,300.00 (Premises B)
Tax ID / Parcel No. 36-03-01682-00 (Premises A) and 36-03-01683-00 (Premises B)
15. WATER AND SEWER RENTS:
Receipts for Water and Sewer Rents for the three prior years to be produced.
Water and Sewer Rents for the current year 2017.
16. MECHANICS AND MUNICIPAL CLAIMS: NONE
17. MORTGAGES:
 - A. Amount: \$1,240,000.00
Mortgagor: Garabet Karakelian and Constance Karakelian
Mortgagee: Wilmington Savings Fund Society
Dated: 12/18/2013 and Recorded 01/08/2014 in Volume 5450 Page 1458. Assignment of Rents recorded 01/08/2014 in Volume 5450 page 1471. (Premises A)
 - B. Amount: \$1,600,000.00
Mortgagor: Wayne Property Acquisition Inc.
Mortgagee: TD Bank N.A.
Dated: 11/21/2016 and Recorded 12/12/2016 in Volume 5922 Page 951. (Premises B)
18. JUDGMENTS: NONE
19. Names of all relevant parties to the within real estate transaction to be searched prior to closing to verify that they are not Specially Designated Nationals subject to the provisions of President's Executive Order Targeting Terrorist Assets.
20. Owner's Affidavit on Company form to be executed by sellers or mortgagors and filed with Company.
21. Last Insured: West Hills Closing Services LLC; No. ; Dated: 11/21/2016; Amount: \$1,450,000.00. (Premises B)
22. Possible additional Company approvals, which approvals depend on liability amount as shown on Schedule A, currently designated as TBD.
Commitment

**Schedule B Section 1
Requirements continued**

23. Certificate of Incorporation of grantor corporation.
24. Omitted.
25. Certified copy of resolution of Board of Directors of grantor corporation authorizing execution and delivery of deed, and approval of shareholders if same is not in regular course of business.
26. Omitted.
27. Taxes settled by the Commonwealth of Pennsylvania against Wawa, Inc., a New Jersey Corporation.
28. Taxes settled by the Commonwealth of Pennsylvania against Wayne Property Acquisition Inc.

Schedule B Section 2 Exceptions

In the event that one or more of the Exceptions listed below references covenants, conditions and/or restrictions, please note that the Exception(s) specifically exclude any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this form.
2. Rights or claims of parties in possession of the land not shown by the public record.
3. Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
4. Easements, encroachments, overlaps, shortages of area, boundary line disputes and other matters affecting title that an accurate and complete survey would disclose.
5. Real estate taxes for the current and prior tax years which are hereafter assessed and are not yet due and payable.
6. Rights of the public and others entitled thereto in and to the use of that portion of the premises within the bounds of Lancaster Avenue and Aberdeen Avenue.
7. Intentionally omitted.
8. Traffic Signal Equipment Easement Agreement dated 10/06/2008 recorded in Volume [4501 page 875](#) . (Premises A)
9. Intentionally omitted.
10. Conditions, Restrictions and Right of First Refusal as set forth in Volume [Vol 2888p.1263](#) (Premises B) Company hereby insures that the paragraph titled "Right of Refusal", is deleted in its entirety having expired. In addition, the restrictions set forth in the last paragraph of Exhibit B of said document, are deleted in their entirety, having expired.
11. Right of Entry Agreement : BP Products North America Inc. and Gentle Touch Inc. dated 08/05/2003 and recorded 08/12/2003 in Volume [2888 page 1271](#) .(Premises B)
12. Conditions disclosed by ALTA/NSPS Land Title Survey made by Control Point Associates, Inc. for Wawa, Inc., a New Jersey Corporation dated 2/22/2018 and last revised 7/31/2018 discloses the following: (1) Fence off southwest corner projects into lands of others and fence is off southern title line. (Company assume no liability by reason hereof), (2) Building and concrete pad encroaches at eastern title line, (3) 40' Right of Way across northern portion of premises. (Premises B)

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ALTA Commitment (08-01-2016)
C165B00



Schedule C Description and Recital

(Premises A) 302 East Lancaster Ave.)

ALL THAT CERTAIN lot or piece of land with the buildings and improvements thereon erected, Situate in the Township of Radnor, County of Delaware and State of Pennsylvania, bounded and described as follows, to wit:-

BEGINNING at the intersection of the middle line of Lancaster Avenue and the middle line of Aberdeen Avenue; thence along said middle line of Lancaster Avenue, South 86 degrees 14 minutes and 15 seconds East, 132.68 feet to a point; thence by land now or late of Ernest Halbach the two following courses and distances: South 3 degrees 45 minutes 45 seconds West 233.57 feet to a point and North 83 degrees 38 minutes West 125.85 feet to the middle line of Aberdeen Avenue; thence along said middle line of Aberdeen Avenue North 2 degrees 1 minute and 50 seconds East 228 feet to the place of beginning.

(Premises B) 306 East Lancaster Avenue)

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected.

SITUATE in Wayne, in the Township of Radnor, County of Delaware and State of Pennsylvania, bounded and described according to a certain Survey thereof made by George B. Mifflin, Esq., Surveyor as follows, to wit:-

BEGINNING in the middle line of Lancaster Avenue at the distance of 132.68 feet Eastwardly from the intersection of the middle line of Aberdeen Avenue; thence along the middle line of Lancaster Avenue South 86 degrees 14 minutes 15 seconds East 187.5 feet; thence by other land now or formerly of Herman Wendell and Walter B. Smith, South 3 degrees 45 minutes 45 seconds West 242.05 (erroneously stated in prior deed as 142.05 feet;) thence by land formerly of the said Herman Wendell and Walter B. Smith North 83 degrees 38 minutes West 187.694 feet; thence by land now or late of George T. Stockham North 3 degrees 45 minutes 45 seconds East 233.57 feet to the first mentioned point and place of beginning.

Tax ID / Parcel No.: 36-03-01682-00 36-03-01683-00

Premises A (302 East Lancaster)

Being the same premises which Exxon Corporation, a New Jersey corporation by Deed dated 1/25/1988 and recorded 1/25/1988 in Delaware County in [Volume 546 page 637](#) conveyed unto Garabet Karakelian and Constance Karakelian, his wife, in fee.

Premises B (306 East Lancaster)

Being the same premises which Gentile Touch Inc. by Deed dated and recorded 12/12/2016 in Delaware County in [Volume 5922 page 948](#) conveyed unto Wayne Property Acquisition Inc., in fee.

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NOTICES

1. PLEASE BE ADVISED THAT Fidelity National Title Insurance Company ("COMPANY") AND Fidelity National Title Insurance Company ("AGENT") HAVE NO KNOWLEDGE, TRAINING OR EXPERIENCE IN MATTERS THAT ARE UNRELATED TO TITLE INSURANCE, INCLUDING, BUT NOT LIMITED TO, SUCH MATTERS AS BULK SALE TRANSFERS, BULK SALE CLEARANCE CERTIFICATE REQUIREMENTS (IF APPLICABLE), ZONING/SUBDIVISION, STRUCTURAL REPAIRS, ENVIRONMENTAL, WATER INFILTRATION, WETLANDS, TERMITES OR ONSITE SEWAGE SYSTEMS, AND WE DO NOT INTEND TO, AND CANNOT, PROVIDE SERVICES OR ADVICE TO YOU ON SUCH MATTERS. IF YOU ARE FACED WITH ISSUES REGARDING SUCH MATTERS, YOU SHOULD CONSULT A LAWYER, ENGINEER, ARCHITECT OR OTHER APPROPRIATE CONSULTANT OR PROFESSIONAL OF YOUR CHOICE.
2. ALSO BE ADVISED THAT YOU MAY PURCHASE AT ADDITIONAL COST ENHANCED COVERAGES FROM THE BASIC POLICY OF TITLE INSURANCE. IF YOU WISH AN EXPLANATION OF THE ENHANCED COVERAGES AND THE COST FOR THESE ADDITIONAL COVERAGES, PLEASE CONTACT THE PARTY LISTED BELOW.
3. THE COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF INSURANCE REQUIRES THAT WE SEND THE FOLLOWING NOTICE TO YOU, OUR APPLICANT, PRIOR TO CLOSING. IF APPLICABLE, THE DEPARTMENT FURTHER REQUIRE THAT YOU, THE APPLICANT, FORWARD THIS NOTICE TO THE ULTIMATE CONSUMER IN ADVANCE OF THE DAY OF CLOSING:

YOUR TITLE INSURANCE FEE COVERS THE COST OF CLOSING ON THE INSURED REAL ESTATE PROPERTY IF IT TAKES PLACE DURING REGULAR OFFICE HOURS AND AT THE OFFICE OF THE TITLE INSURANCE AGENT OR UNDERWRITER. IF YOUR CLOSING TAKES PLACE AT A LOCATION OR TIME OF YOUR CHOOSING, OR THAT OF YOUR LENDER OR REALTOR, THE TITLE INSURANCE AGENT OR UNDERWRITER MAY IMPOSE AN ADDITIONAL CHARGE FOR THIS SPECIAL SERVICE. YOU MAY DETERMINE THE AMOUNT OF THIS ADDITIONAL CHARGE, IF ANY, BY CONTACTING THE PARTY LISTED BELOW.

Fidelity National Title Insurance Company
486 Norristown Road, Suite 230
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Traffic Signal Equipment Easement Agreement

THIS AGREEMENT made this 6 day of OCTOBER 2008 A.D. by and between GARABET & CONSTANCE KARAKELIAN, hereinafter called "OWNER" and the Township of Radnor, hereinafter called "TOWNSHIP", and,

WITNESSETH THAT:

WHEREAS, OWNER is possessor in title of those premises located at 302 E LANCASTER AVE, Wayne, (Folio 36- 030168200), (Map # 3613 419000) Radnor Township, Delaware County, PA.

WHEREAS, the TOWNSHIP previously installed traffic signal equipment to serve the public traveling through Radnor Township on this property, and the Township now wishes to upgrade some of it's equipment in this location.

AND WHEREAS, it is in the interest of the project that the traffic signal equipment be upgraded or installed within the existing area of your property at 302 E LANCASTER AVE in order to minimize the cost of installing the signal equipment:

NOW, THEREFORE, for and in the consideration of the sum of One Dollars (\$ 1.00) and in further consideration of the following covenants, OWNER, their heirs, executors and assigns, do hereby grant and convey to the TOWNSHIP, its successors and assigns, a traffic signal equipment easement across as strip of OWNER'S land for the purpose of installing, constructing, reconstructing, inspecting, operating, repairing, connecting to and maintaining perpetually traffic signal equipment. The easements granted comprising of a permanent easement described below, across the aforesaid tract of land belonging to OWNER, the said strip to be located as shown on Exhibit "A" and more particularly described on Exhibit "B" attached hereto and made a part hereof to effect and carry out the foregoing purposes, and the right to remove such trees or other plantings as may be reasonably necessary for such purposes.

RD BK04501-0875 DIS-DEED MISCELLANEOUS
2008011122 03/03/2008 10:33:21 AM 3
FILE FEE \$81.00

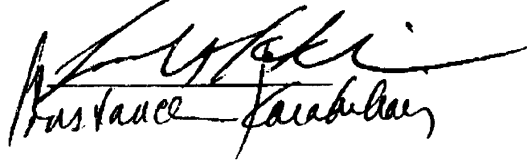
 DELAWARE COUNTY
NO FILING FEE \$0.00 THOMAS J. JUDGE SR. REC.

TOWNSHIP does, however, agree that it shall at all times during the construction, reconstruction, repair, or maintenance of the traffic signal equipment, cause every reasonable means to be used to protect from injury or damage all property, including lawns, trees, shrubbery, fences, buildings, walls, driveways, watercourses, natural features, or any existing improvements thereto, and will at all times after doing any work in connection with the construction, reconstruction, repair, or maintenance of the traffic signal equipment, cause the said premises to be restored to the existing grade in which the same were found before such work was undertaken, and the portion of the yard disturbed to be seeded to the extent reasonably possible under the circumstances and consistent with the right and privileges herein granted to the TOWNSHIP.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Witness:

OWNER:


Rastance Jacobson

TOWNSHIP OF RADNOR

Attest:



Township Manager

DEM

Exhibit B

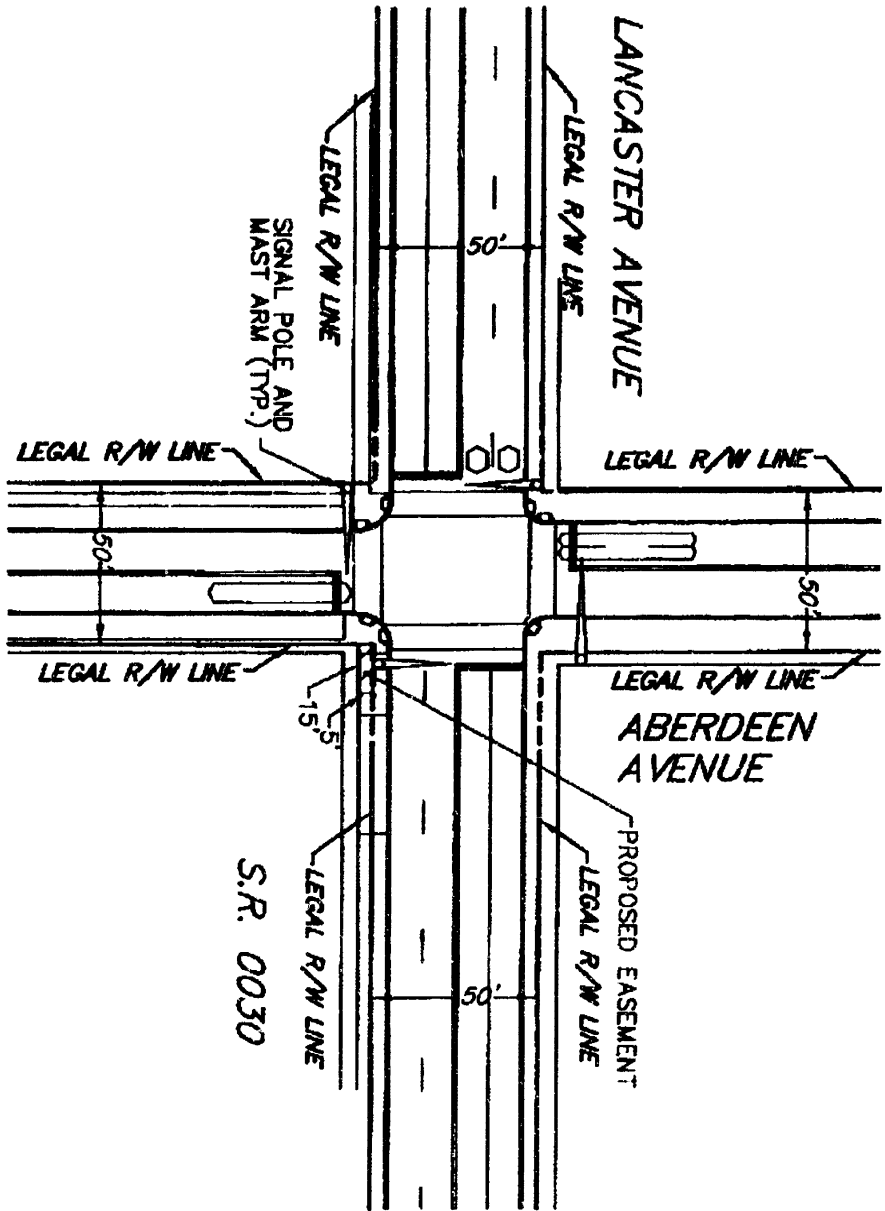
LEGAL DESCRIPTION

Beginning at the intersection of the legal right-of-way lines at the intersection of E Lancaster Ave and S Aberdeen Ave; thence proceeding in a southerly direction along the ROW of S Aberdeen Ave a distance of 5 feet; thence turning in an easterly direction for a distance of 15 feet; thence turning north for a distance of 5 feet; thence turning westerly along the existing ROW of E Lancaster Ave for a distance of 15 feet and back to the point of beginning.

END OF DESCRIPTION



AREA OF REQUIRED TRAFFIC SIGNAL EASEMENT

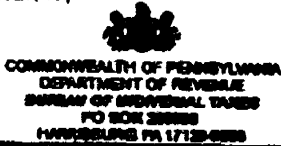


TRAFFIC SIGNAL EASEMENT PLAN
 FOR
 N/F LANDS OF
 GARABET & CONSTANCE KARAKELIAN

DRAWN BY: RMG
 CHECKED BY: MMK
 DATE: 7/1/08
 JOB #803041



RADNOR TOWNSHIP
 DELAWARE COUNTY, PA
 SCALE 1" = 50'
 EXHIBIT 1 OF 1



REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY

State Use Field	
Book Number	4381
Page Number	1875
Date Recorded	5-3-09

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s).

A. CORRESPONDENT - All inquiries may be directed to the following person:

Name: DANIEL E. MALLOY, TOWNSHIP ENGINEER Telephone Number: (610) 688-5600

Street Address: 301 IVEN AVE. City: WAYNE State: PA Zip Code: 19087

B. TRANSFER DATA

Grantor(s)/Lessor(s) Garabet + Constance Karakelian	Date of Acceptance of Document RADNOR TOWNSHIP
Street Address 1777 Spring House Rd	Street Address 301 IVEN AVENUE
City Chester Springs PA Zip Code 19425	City WAYNE State PA Zip Code 19087

C. PROPERTY LOCATION

Street Address: 302 E. Lancaster Ave. City/Township: RADNOR TOWNSHIP

County: Delaware School District: RADNOR Tax Parcel Number: 310030168200

D. VALUATION DATA

1. Actual Cash Consideration \$ 1.00	2. Other Consideration + 0.00	3. Total Consideration = \$ 1.00
4. County Assessed Value \$ 1.00 EASEMENT ONLY	5. Common Level Ratio Factor X 1.08	6. Fair Market Value = 0.00

E. EXEMPTION DATA

1a. Amount of Exemption Claimed: \$ 1.08

1b. Percentage of Interest Conveyed: 100 %

2. Check Appropriate Box Below for Exemption Claimed

- Will or intestate succession (Name of Decedent) (Estate File Number)
- Transfer to Industrial Development Agency.
- Transfer to a trust (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer between principal and agent. (Attach complete copy of agency/straw party agreement.)
- Transfers to the Commonwealth, the United States and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number Page Number
- Corrective or confirmatory deed. (Attach complete copy of the prior deed being corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed, if other than listed above.)

TRANSFER OF EASEMENT ONLY TO TOWNSHIP AUTHORITY

Under penalties of law, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party: [Signature] Date: 2/9/09

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH APPLICABLE DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.

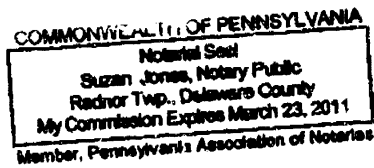
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF *Delaware*

ON THIS the *10* day of *October* 2008, before me, a Notary Public in and for the State and County aforesaid, personally appeared **Garabet & Constance Karakelian** known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained, and desired the same might be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Suzan Jones
Notary Public

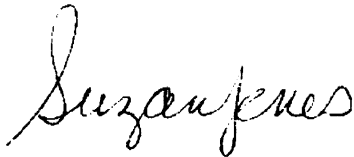


COMMONWEALTH OF PENNSYLVANIA

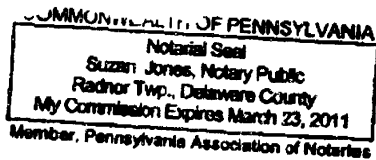
COUNTY OF Delaware

ON THIS the 10th day of October 2008, before me, a Notary Public in and for the State and County aforesaid, personally appeared **David Bashore, Township Manager** known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained, and desired the same might be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Notary Public



TRIDENT LAND TRANSFER CO. ^A
431 West Lancaster Ave.
Devon, PA 19333
(610) 889-7660
PH 058706 DC
COMMONWEALTH LAND
TITLE INSURANCE COMPANY

SPECIAL WARRANTY DEED

THE GRANTOR, BP PRODUCTS NORTH AMERICA INC., (formerly known as Amoco Oil Company), a Maryland corporation ("Grantor") with its principal office address at 28100 Torch Parkway, Third Floor, Warrenville, Illinois 60555, for the consideration of One Million One Hundred Sixty Eight Thousand Five Hundred Dollars (\$1,168,500.00) and other good and valuable consideration in hand paid, and pursuant to authority given by the Board Of Directors of said corporation, by these presents does hereby grants, conveys and assigns to GENTLE TOUCH, INC., a Pennsylvania corporation ("Grantee") as of August 5, 2003 (the "Effective Date") the following described real estate (the "Property"), situated in the Township of Radnor, County of Delaware, Commonwealth of Pennsylvania, more particularly described as follows, to wit:

See legal description set forth on Exhibit A, attached hereto and incorporated herein.
Address of Real Estate: 306 East Lancaster Avenue, Wayne, PA
Tax Parcel Number(s): 36-03-01683-00

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of Grantor, either in law or equity, of, in and to the Property, with the hereditaments and appurtenances; **TO HAVE AND TO HOLD** the Property as above described, with the appurtenances, unto the Grantee, his heirs and assigns forever, in **FEE SIMPLE**, subject to the provisions and restrictions contained herein.

And Grantor, for itself, and its successors, does covenant, promise and agree, to and with the Grantee, its heirs, executors and assigns, that Grantor has not done or suffered to be done, anything whereby the Property is, or may be, in any manner encumbered or charged, except as herein recited; and that the Property, against all persons lawfully claiming, or to claim the same, by, through or under it, **WILL WARRANT AND DEFEND**, subject to the Permitted Exceptions (as such term is defined in the hereinafter defined Sale Agreement).

Use and Operation Restrictions.

This conveyance is made by Grantor and accepted by Grantee upon the express condition and subject to the restrictions and covenants described on Exhibit B attached hereto ("Use and Operation Restrictions"). Notwithstanding the foregoing, the Use and Operation Restrictions do not prohibit the installation or use of any compliance wells, or any underground monitoring, recovery or extraction wells or similar devices used for or related to the performance of any remediation or any corrective action work on the Property now or in the future. Grantee, for and on behalf of itself and its successors and assigns, by acceptance of this Deed, hereby agrees to indemnify, defend and hold harmless the Grantor, its parents, affiliates and subsidiaries, and their respective directors, officers, partners, employees, contractors, agents, representatives, successors and assigns, (collectively, the "Grantor



36-RADNOR \$17,527.50

THOMAS J. JUDGE SR. ROD

DELAWARE
COUNTY

RD BK02888-1263

DT-DEED

2003102291 08/12/2003 02:35:07 PM:1

RCD FEE: \$72.00 POL SUB TAX: \$17,527.50 ST TAX: \$11,685.00

Entities”), from and against any and all actions or causes of action at law or in equity, claims, demands, expenses, obligations, losses, damages (including, without limitation, business interruption), costs, payments, liabilities, liens, environmental remediation costs and expenses, fines, penalties, and costs and expenses of litigation and reasonable attorneys’ fees arising out of or relating to any use of the Property from and after the Effective Date which is in violation of or inconsistent with the Use and Operation Restrictions. The Use and Operation Restrictions shall run with the Property and each portion thereof for the benefit of the Grantor Entities and shall bind Grantee, its successors, assigns and all future owners of the Property, and their respective directors, officers, employees, contractors, agents, representatives, lessees, licensees, invitees, and any user or occupant of all or any portion of the Property. Grantor shall, at Grantee’s request, release a portion or portions of the Use and Operation Restrictions from the Property, upon Grantor’s receipt of a no further action letter issued by the Government, or Grantor’s receipt from Grantee of an acknowledgment from any governmental agency, entity, body, instrumentality, department or representative which has jurisdiction over the Property (herein, the “Government”), obtained by Grantee at its sole cost and expense, that test results demonstrate that the Property meets the then-current soil and groundwater standards for property without that portion or portions of the Use and Operation Restrictions and that the Government approves the releasing of that portion or portions of the Use and Operation Restrictions.

Condition of Property.

Grantee does, by its acceptance of this Deed, represent and warrant that it is familiar with the condition of the Property and that, GRANTOR HAS NOT MADE AND MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING THE PROPERTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ITS HABITABILITY, CONDITION OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE. GRANTEE AGREES THAT THE PROPERTY IS HEREBY CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE IN ITS “AS-IS, WHERE-IS” CONDITION.

Right of First Refusal.

Grantee has granted to Grantor a continuing right of first refusal (“Refusal Option”) to purchase or lease all or part of the Premises or any additions thereto or any improvements or personal property then located thereon, on the same terms and conditions as contained in any bona fide offer made to Grantee within ten (10) years after the Effective Date (“Refusal Term”), all as more fully required in the Sale Agreement. Any sale or lease of such property by Grantee shall be null and void unless and until Grantee has fully complied with such requirements. Without limiting Grantor’s rights under the Sale Agreement: (a) the Refusal Option shall run with the land during the Refusal Term and shall bind Grantee and Grantee’s heirs, devisees, representatives, successors and assigns, and the failure of Grantor to exercise its Refusal Option in any one case shall not affect Grantor’s right to exercise its Refusal Option thereafter; and (b) any sale or lease of such property to any third party during the Refusal Term shall be subject to this Refusal Option and all of the provisions, rights and options herein

contained. No failure by Grantor to exercise its Refusal Option, nor any waiver by Grantor thereof, shall in any event be deemed or construed to be a waiver or release of any of Grantee's other obligations to Grantor under the Sale Agreement or any other agreement between Grantor and Grantee or Jobber.

Entire Understanding.

This Deed, the Exhibits annexed hereto and the Purchase and Sale Agreement dated as of July 31, 2003 by and between Grantor, Grantee, and American Auto Wash, Inc. (and attachments, the "Sale Agreement") contain the entire understanding and agreement between the parties hereto relative to the subject matter hereof. No representations or statements, other than those expressly set forth herein, were relied upon by the parties in entering into this Deed. No modification, waiver of, addition to, or deletion from the terms of this Deed shall be effective unless reduced to writing and signed by Grantor and Grantee or their respective successors and assigns, each of whom expressly waives, releases and forever forswears any right under the law in the State in which the Property is located which permits a contract, by its terms amendable only in writing, to be orally amended. This Deed shall be binding upon and inure to the benefit of the Grantor Entities, and Grantee and its successors, assigns, heirs, devisees and legal representatives, as the case may be, and any other person or entity expressly noted herein.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

EXHIBIT A
TO
SPECIAL WARRANTY DEED
(Legal Description)

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected.

SITUATE in Wayne, in the Township of Radnor, County of Delaware and State of Pennsylvania, bounded and described according to a certain Survey thereof made by George B. Mifflin, Esq., Surveyor as follows, to wit:-

BEGINNING in the middle line of Lancaster Avenue at the distance of 132.68 feet Eastwardly from the intersection of the middle line of Aberdeen Avenue; thence along the middle line of Lancaster Avenue South 86 degrees 14 minutes 15 seconds East 187.5 feet; thence by other land now or formerly of Herman Wendell and Walter B. Smith, South 3 degrees 45 minutes 45 seconds West 142.05 feet; thence by land formerly of the said Herman Wendell and Walter B. Smith North 83 degrees 38 minutes West 187.694 feet; thence by land now or late of George T. Stockham North 3 degrees 45 minutes 45 seconds East 233.57 feet to the first mentioned point and place of beginning.

Being Folio #36-03-01683-00.

Being A the same premises which Robert A. Morrison by his Attorney in Fact, Robert A. Morrison by Deed dated February 25, 1987 and recorded March 19, 1987 in Delaware County in Volume 443 Page 62 conveyed unto Amoco Oil Company, in fee. And by Articles of Amendment to its charter filed in the Department of State the name of said corporation has been changed to BP Products North America Inc., a Maryland Corporation.

EXHIBIT B
TO
SPECIAL WARRANTY DEED
(Use and Operating Restrictions)

i. The Grantee herein covenants and agrees, for itself, and its grantees, successors, and assigns that no water wells, either for potable or other use, with the exception of remediation, monitoring or investigation wells, will be installed on any part of the real estate conveyed herein.

ii. The Grantee herein covenants and agrees, for itself, and its grantees, successors, and assigns, that the real estate conveyed herein will be used solely and exclusively for commercial and/or industrial purposes. If the applicable state environmental laws and regulations define commercial and/or industrial use, any use which is deemed not to be a commercial or industrial use by such laws and regulations will also not be a commercial or industrial use as the terms are used herein.

iii. The Grantee herein hereby further covenants and agrees, for itself, and its grantees, successors, and assigns, that no basements or other underground improvements, with the exception of building footings, buried utilities, and anchors for signage, will be constructed on the real estate herein conveyed. This provision shall not preclude the replacement of underground storage tanks and related pipelines in compliance with all applicable federal, state and local laws, rules and regulations. No part of the real estate herein conveyed will be used for the purpose of operating a child care or elder care facility, a nursing home facility or hospice, a medical or dental facility, a school, a church, a park or a hospital.

iv. The Grantee herein covenants and agrees, for itself, and its grantees, heirs, successors, and assigns that Grantee shall not remove any soil from the Property herein conveyed, unless the soil is moved to a disposal facility which is one of Grantor's approved disposal facilities. Grantee is solely responsible for any and all soil disposal costs related to such soil removal.


All of the covenants and restrictions set forth above bind and restrict the Property as covenants and restrictions running with the land and are deemed to benefit Grantor as an owner or lessee of lands in Delaware County, Pennsylvania or as an operator or supplier of retail operations in the foregoing counties. All such restrictive covenants will remain in full force and effect for a term of twenty (20) years from the date of this conveyance whereupon these restrictive covenants will automatically lapse and terminate and be of no further force or effect.

The Property is also conveyed and accepted subject to the following restriction and covenant prohibiting, for a period of ten (10) years from the date the Deed, is recorded, and except as set forth below, the use of the Property in whole or in part, directly or indirectly, for automobile service station, convenience store, car wash or automobile repair purposes, or for the sale, offering for sale, storage or distribution of any gasoline, motor vehicle fuels, lubricants, tires, batteries, automotive parts and accessories, other petroleum products or convenience store items.

Such restriction and covenant shall run with the Property for the benefit and protection of any property used, operated or supplied, directly or indirectly, by Grantor, its parents, affiliates or subsidiaries or their respective representatives for such purposes within a distance of five (5) miles from a Property, whether owned or leased or supplied by Grantor, its parents, affiliates or subsidiaries or their respective representatives during said ten (10) year period. Such restriction and covenant shall not, however, prohibit the storage of motor fuels, lubricants, other petroleum products or convenience store items on the Property solely for the use or consumption by Grantee or other occupants of the Property. The foregoing use restriction shall not apply so long as American Auto Wash, Inc. ("Jobber") is supplying the Property pursuant to the terms of the Branded Jobber Agreement between Grantor and Jobber and that certain Real Estate Contract among Grantor, Grantee and Jobber.. Nor shall the such use restriction apply if Grantor no longer makes such supplies available to Jobber (A) because the Jobber has terminated the Branded Jobber Agreement for cause due to a default thereunder by Grantor, or (B) because Grantor no longer supplies locations such as the Property in the ordinary course of its business and the reason for such failure to supply is not due to Jobber's actions, conduct, inactions or failure or unwillingness to renew the Branded Jobber Agreement.

IN WITNESS WHEREOF, said Grantor has caused this Special Warranty Deed to be executed by an authorized representative of Grantor this 5th day of August, 2003.

BP PRODUCTS NORTH AMERICA INC.,
(formerly known as Amoco Oil Company), a
Maryland corporation

Witness: 

By: 
Name: Richard A. Froehlinger, III
Title: Assistant Secretary

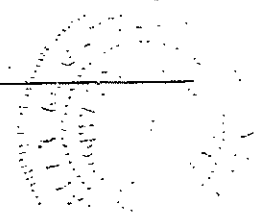
(Corporate Seal)



STATE OF PENNSYLVANIA)
) SS.
COUNTY OF PHILADELPHIA)

I, the undersigned, a Notary Public for said County and State, DO HEREBY CERTIFY, that Richard A. Froehlinger, III, personally known to me to be the Assistant Secretary of BP Products North America Inc., (formerly known as Amoco Oil Company), a Maryland corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that in said capacity he signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth. Given under my hand and official seal, this 5th day of August, 2003.

Margaret M. Gatto
Notary Public



My commission expires: _____

When recorded, return to:

NOTARIAL SEAL
MARGARET M. GATTO, Notary Public
City of Philadelphia, Phila. County
My Commission Expires May 12, 2005

Mail Tax Bills to:

512 East King Road
Malvern, PA 19355

M. Gatto

PH 58706 DC
SS#339
Wayne

RIGHT-OF-ENTRY AGREEMENT

KNOW ALL MEN BY THIS PRESENTS THAT:

WHEREAS, BP Products North America Inc., (formerly Amoco Oil Company), a Maryland corporation ("Seller") with offices at 28100 Torch Parkway, Third Floor, Warrenville, Illinois 60555, GENTLE TOUCH, INC., a Pennsylvania corporation ("Purchaser") whose address is 512 East King Road, Malvern, PA 19355, and American Auto Wash, Inc., a Pennsylvania corporation, entered into a Purchase and Sale Agreement dated as of July 31, 2003 (the "Sale Agreement"), covering, among other things, certain real estate and the improvements thereon described as set forth on Exhibit A attached hereto and made a part hereof (the "Property").

AND WHEREAS, Seller has agreed to sell and Purchaser has agreed to purchase the Property "as is" in its present condition without any representations or warranties regarding its fitness for any purpose

AND WHEREAS, Seller has provided or made available to Purchaser a copy of any environmental assessment performed by or at the request of Seller with respect to the Property, as set forth in the Sale Agreement;

AND WHEREAS, Seller has further provided to Purchaser access to and the opportunity to inspect the Property and to perform such soil, groundwater or other tests upon the Property as Purchaser deemed necessary or appropriate;

AND WHEREAS, Seller has agreed to perform certain environmental assessment, monitoring, and remediation measures pursuant to the Sale Agreement to address hydrocarbon contamination, if any, existing on the Property prior to the Closing Date and/or any migration of the hydrocarbon contamination existing on the Property prior to the Closing Date;

AND WHEREAS, Purchaser and Seller desire to provide a continuing right of access to the Property to allow Seller to perform assessment, monitoring and remediation measures after conveyance of the Property.

NOW, THEREFORE, in consideration of the mutual covenants of the parties and the express undertaking by Seller as set forth in the Sale Agreement, Seller and Purchaser do hereby agree as follows

Seller reserves the right, for itself, its agents, employees, successors, and assigns, to enter upon the Property from and after the date hereof for the purpose of:

RD BK0288 1271
2003102202
DELAWARE COUNTY
THOMAS J. JACOBS JR. REC

2003102202 Page: 1271.00

EXHIBIT "A"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected.

SITUATE in Wayne, in the Township of Radnor, County of Delaware and State of Pennsylvania, bounded and described according to a certain Survey thereof made by George B. Mifflin, Esq., Surveyor as follows, to wit:

BEGINNING in the middle line of Lancaster Avenue at the distance of 132.68 feet Eastwardly from the intersection of the middle line of Aberdeen Avenue, thence along the middle line of Lancaster Avenue South 86 degrees 14 minutes 15 seconds East 187.5 feet; thence by other land now or formerly of Herman Wendell and Walter B. Smith, South 3 degrees 45 minutes 45 seconds West 142.05 feet, thence by land formerly of the said Herman Wendell and Walter B. Smith North 83 degrees 38 minutes West 187.694 feet; thence by land now or late of George T. Stockham North 3 degrees 45 minutes 45 seconds East 233.57 feet to the first mentioned point and place of beginning

Being Folio #36-03-01683-00 *300 Lancaster*

Being A the same premises which Robert A. Morrison by his Attorney in Fact, Robert A. Morrison by Deed dated February 25, 1987 and recorded March 19, 1987 in Delaware County in Volume 443 Page 62 conveyed unto Amoco Oil Company, in fee. And by Articles of Amendment to its charter filed in the Department of State the name of said corporation has been changed to BP Products North America Inc., a Maryland Corporation

MAR 19 1987

6

2003102292 Page 1272.00

A. engaging in environmental assessment, inspection, monitoring and remediation, including, without limitation, the installation of such facilities and the conduct of such activities as are necessary for Seller to fulfill its obligations, or exercise its rights, under the Sale Agreement, or as are required by any applicable governmental authority having jurisdiction over the Property, and

B. removing from the Property any remediation equipment including, without limitation, monitoring and observation equipment and any other property and equipment not sold pursuant to the Sale Agreement.

Seller further reserves the right to enter the Property to conduct environmental remediation and/or monitoring activities after the termination of this Right of Entry in the event Seller is directed by any governmental authority having jurisdiction over the Property to perform such work, after reasonable prior notice to Purchaser.

Purchaser consents to Seller's rights hereunder and agrees to reasonably cooperate with Seller in the performance of the activities authorized herein so as to minimize the time and expense to Seller, including, without limitation, the grant of access to on-site utilities, if required for such activities.

This Right of Entry may be executed in one or more counterparts, each of which shall constitute an original but which when taken together shall be deemed one instrument.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

This Right of Entry, and each of the covenants herein, shall run with the land and be binding upon the Purchaser and assigns and other successors in title or interest of the Purchaser.

Dated this 5th day of August, 2003.

BP PRODUCTS NORTH AMERICA INC.,
(formerly known as Amoco Oil Company), a
Maryland corporation

Witness: [Signature]

By: [Signature]
Name: Richard A. Froehlinger, III
Title: Assistant Secretary

(Corporate Seal)

Attest: [Signature]

GENTLE TOUCH, INC., a Pennsylvania
corporation

By: [Signature]
Name: Richard A. Froehlinger, III
Title: President

COMMONWEALTH OF PENNSYLVANIA

SS

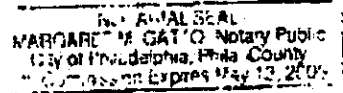
COUNTY OF PHILADELPHIA

On this 5th day of August, 2003, before me a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Richard A. Froehlinger, III, who acknowledged himself to be the Assistant Secretary of **BP Products North America Inc.**, a Maryland corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

In Witness Whereof, I hereunto set my hand and official seal

 [SEAL]
Notary Public

My Commission Expires:



101141840


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2003102992 Page: 1275.00

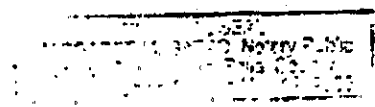
COMMONWEALTH OF PENNSYLVANIA :
 : SS
COUNTY OF PHILADELPHIA

On this 5th day of August, 2003, before me a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Rouhons Bets, who acknowledged himself to be the President of GENTLE TOUCH, INC., a Pennsylvania corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

In Witness Whereof, I hereunto set my hand and official seal.


Notary Public [SEAL]

My Commission Expires.



PLEASE RETURN TO:
TICOR TITLE INSURANCE CO.
3 Glenhardie Corp Center
1265 Drummers Lane, Box 919
Valley Forge, Pa. 19482
207-709-4

5516.25
6875.00
12391.25

Buy 35

①

R/S #2-2089

SPECIAL WARRANTY DEED

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF DELAWARE

KNOW ALL MEN BY THESE PRESENTS: THAT

RECORDER OF DEEDS
DELAWARE CO., PA
JAN 25 10 18 AM '88

004359

EXXON CORPORATION, a New Jersey corporation, having an office at 800 Bell Street, Houston, Texas 77002-7426, hereinafter called "Grantor," for and in consideration of the sum of Five Hundred Fifty Thousand and NO/100 Dollars (\$550,000.00) cash to it in hand paid by GARABET KARAKELIAN AND CONSTANCE KARAKELIAN, of 1527 High Meadow Lane, West Chester, Pennsylvania 19380, hereinafter called "Grantee" (whether one or more), the receipt of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL and CONVEY unto the said Grantee, subject to the further provisions of this Deed, all that certain tract or parcel of land (the "Property") lying and being in the City of Wayne, County of Delaware, Commonwealth of Pennsylvania, being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

This conveyance is made by Grantor and accepted by Grantee subject to all valid and subsisting conditions, covenants, restrictions, reservations, exceptions, rights-of-way and easements of record and all laws, regulations and restrictions, including building and zoning ordinances, of municipal or other governmental authorities applicable to and enforceable against the above-described Property.

Grantee acknowledges that the Property described herein has been used as an automobile service station for the storage, sale, transfer and distribution of motor vehicle fuel, petroleum products or derivatives which may contain hydrocarbons, and that such fuel, products or derivatives may have been spilled, leaked, or otherwise discharged onto or into the Property.

Grantor expressly reserves, for a reasonable period of time which shall be deemed to be not less than 90 days from the date hereof, (1) the full and unencumbered right to enter upon the Property for the purpose of removing all signs, goods, equipment and fixtures, including underground tanks and lines, not sold to Grantee, and (2) the right to enter upon the Property to conduct such tests for possible surface or subsurface contamination as Grantor, in its sole judgment and discretion, determines to be necessary, including the right to place, maintain and monitor observation wells (the number and locations to

Parcel # 36-03-01682-00

1942L

VOL 0546 PG 0637

SCHEDULE A EXHIBIT A

ALL THAT CERTAIN lot or piece of land with the buildings and improvements thereon erected, situate in the Township of Radnor, County of Delaware and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the intersection of the middle line of Lancaster Avenue and the middle line of Aberdeen Avenue; thence along said middle line of Lancaster Avenue, South eighty-six degrees fourteen minutes and fifteen seconds East, one hundred and thirty-two feet and sixty-eight one-hundredths of a foot to a point; thence by land now or late of Ernest Halbach the two following courses and distances: South three degrees forty-five minutes, forty-five seconds West two hundred and thirty-three feet and fifty-seven one-hundredths of a foot to a point and North eighty-three degrees thirty-eight minutes West one hundred and twenty-five feet and eighty-five one-hundredths of a foot to the middle line of Aberdeen Avenue; thence along said middle line of Aberdeen Avenue North two degrees one minute and fifty seconds East two hundred and twenty-eight feet to the place of beginning.

BEING Tax Parcel Number 36-03-01682-00

UNDER AND SUBJECT to certain reservations, easements and building restrictions set forth in a certain Indenture between Anthony J. Drexel, et al, and George T. Stockham dated October 20, 1890 and recorded in the Office of the Recorder of Deeds in and for Delaware County in Deed Book O. No. 7, page 18, etc.

BEING the same premises which Mary W. Lincoln, widow, by Deed dated 12-22-47 and recorded 12-30-47 in the Office for the Recording of Deeds in and for the County of Delaware in Deed Book 1430 page 316 granted and conveyed unto Standard Oil Company of Pennsylvania.

Standard Oil Company of Pennsylvania, a Delaware corporation, subsequently changed its name to Esso Standard Oil Company of Pennsylvania filed by Certificate of Amendment in the State of Delaware on 28 January 1948.

Esso Standard Oil Company of Pennsylvania subsequently assigned its rights to Esso Standard Oil Company by merger filed in the State of Delaware on 30 December 1949.


Esso Standard Oil Company subsequently assigned its right to Humble Oil & Refining Company by merger filed in the State of Delaware on 31 December 1959.


Humble Oil & Refining Company, a Delaware corporation, merged into Exxon Corporation, a New Jersey corporation, on 1 January 1973.


Being known as 302 East Lancaster Ave., Wayne, PA 19087 Township of Radnor


Date- 1-25-88 *state*
Transfer Tax in the amount of \$5500.-
6875 has been paid on account of Radnor Sup


Ticor Title Insurance Company

107463 COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY TRANSFER JAN25'88 TAX  100.00
RB.11276

107470 COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY TRANSFER JAN25'88 TAX  900.00
RB.11276

107471 COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY TRANSFER JAN25'88 TAX  900.00
RB.11276

107473 COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY TRANSFER JAN25'88 TAX  900.00
RB.11276

107472 COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY TRANSFER JAN25'88 TAX  900.00
RB.11276

be determined in Grantor's sole judgment and discretion). If contamination is found and if Grantor elects to remove any of said contamination, Grantor shall have the right, but not the duty, to take such action to accomplish such removal in the order and over the period Grantor, in its sole discretion, deems appropriate.

As further consideration for this conveyance, Grantee does hereby remise, release and forever discharge Grantor, its representatives, successors and assigns, from any and all claims, demands and causes of action, at law or in equity, for injury (including death), destruction, loss or damage of any kind or character, to the person or property of Grantee and Grantee's employees, agents, servants and representatives, arising out of, or in relation to, any actual or alleged spills, leaks, or other discharges onto or into the Property which may have resulted in surface or subsurface contamination.

As further consideration for this conveyance, Grantee agrees to be responsible for and indemnify and hold Grantor harmless from any and all claims, demands and causes of action, at law or in equity, brought by any and all third parties, including (without limitation) Grantee's employees, agents, servants, invitees and representatives, and also including (without limitation) any private citizens, persons, organizations and any agency, branch or representative of federal, state or local government, on account of any injury (including death), destruction, loss or damage of any kind or character to person, property or natural resources, arising out of, or in relation to, any actual or alleged spills, leaks or other discharges onto or into the Property which occur at any time after the effective date of this conveyance.

The conditions, reservations and other provisions set out hereinabove shall be covenants running with the land and shall be binding upon and shall inure to the benefit of the parties, their subsidiaries, affiliates, legal representatives, heirs, successors and assigns.

Ad valorem taxes and special assessments, if any, against the Property herein conveyed for the current year shall be pro-rated between Grantor and Grantee as of the effective date hereof, and Grantee hereby assumes and agrees to pay same.

107475 COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY TRANSFER JAN 25 '88 TAX
PB.11276 900.00

107474 COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY TRANSFER JAN 25 '88 TAX
PB.11276 900.00

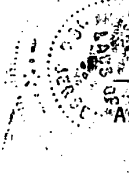
TO HAVE AND TO HOLD the above-described Property, together with the appurtenances, estate, title and interest thereto, unto the said Grantee, Grantee's heirs and assigns, forever, subject to the provisions hereof, and in lieu of all other warranties, express or implied, Grantor does hereby bind itself, its successors and assigns to warrant and forever defend the title to the Property unto the said Grantee, Grantee's heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has executed this deed this 14th day of December, 1987, but EFFECTIVE as of this _____ day of _____, 19____.

ATTEST:

EXXON CORPORATION

FORM APPROVED

 B. E. Gunther
Assistant Secretary

By: Joe T. McMillan
Joe T. McMillan
Vice President

AM
RL


CERTIFICATE

I hereby certify that the foregoing instrument was executed pursuant to a duly adopted resolution by the Board of Directors of Exxon Corporation and do further certify that the foregoing instrument is not part of a transaction in which there is a sale, lease exchange or other transfer of all, or substantially all, of the property and assets of said corporation.

ATTEST:

EXXON CORPORATION

FORM APPROVED

 B. E. Gunther
Assistant Secretary

By: Joe T. McMillan
Joe T. McMillan
Vice President

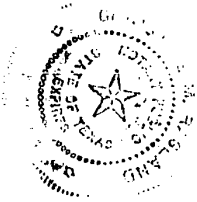
AM
RL

THE STATE OF TEXAS

COUNTY OF HARRIS

On this the 14TH day of December, 19 87, before me
CHRISTINE M. RAGLAND, the undersigned officer, personally
appeared Joe T. McMillan, who acknowledged himself to be a Vice President of
EXXON CORPORATION, and that he, as such Vice President, being authorized so to
do, executed the foregoing instrument for the purposes therein contained, by
signing the name of the corporation by himself as a Vice President.

In Witness Whereof, I hereunto set my hand and official seal.



Christine M. Ragland
Notary Public, State of Texas

My commission expires:

8-11-90

James F. McMillan



RETURN TO:

WEST HILLS CLOSING SERVICES, LLC
300 Corporate Ctr. Dr., Ste 130
Moon Township, PA 15108

RD BK05922-0948 DT-DEED
2016066362 12/12/2016 10:36:55 AM:1
RCD FEE: \$96.50 POL SUB TAX: \$21,750.00 ST TAX: \$14,500.00
36-RADNOR \$21,750.00 THOMAS J. JUDGE SR. ROD
DELAWARE COUNTY

Special Warranty Fee Simple Deed:
Tax Parcel Number: 36-03-01683-00

THIS INDENTURE made the 21st day of November, 2016.

BETWEEN, GENTLE TOUCH, INC., a Pennsylvania corporation, (hereinafter called the Grantor), party of the first part,

AND

WAYNE PROPERTY ACQUISITION, INC., a Pennsylvania corporation, (hereinafter called the Grantee), party of the second part,

WITNESSETH that the said grantor, for and in consideration of the sum of **ONE MILLION FOUR HUNDRED AND FIFTY THOUSAND AND 00/100 DOLLARS (\$1,450,000.00)** lawful money of the United States of America unto it well and truly paid by the said Grantee, at or before the sealing and delivery thereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantee, its heirs and assigns,

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected.

SITUATE in Wayne, in the Township of Radnor, County of Delaware, and State of Pennsylvania, bounded and described according to a certain survey thereof made by George B. Mifflin, Esq., Surveyor as follows, to wit:-

BEGINNING in the middle line of Lancaster Avenue at the distance of 132.68 feet Eastwardly from the intersection of the middle line of Aberdeen Avenue; thence along the middle line of Lancaster Avenue South 86 degrees 14 minutes 15 seconds East 187.5 feet; thence by other land now or formerly of Herman Wendell and Walter B. Smith, South 3 degrees 45 minutes 45 seconds West 142.05 feet; thence by land formerly of the said Herman Wendell and Walter B. Smith North 83 degrees 38 minutes West 187.694 feet; thence by land nor or late of George T. Stockham North 3 degrees 45 minutes 45 seconds East 233.57 feet to the first mentioned point and place of beginning.

BEING Folio # 36-03-01683-00.

BEING COMMONLY KNOWN AS 306 East Lancaster Avenue, Wayne, PA 19087.

UNDER AND SUBJECT TO the Use and Operating Restrictions set forth in the Special Warranty Deed, dated August 5, 2003 and recorded on August 12, 2003 in Deed Book Volume 2888, Page 1263 in the Recorder of Deeds Office of Delaware County, Pennsylvania.

BEING the same property that BP PRODUCTS NORTH AMERICA INC., (formerly known as Amoco Oil Company), a Maryland corporation, by deed dated August 5, 2003 and recorded August 12, 2003 in Deed Book Volume 2888, Page 1263, in Recorder of Deeds Office of Delaware County, Commonwealth of Pennsylvania, granted and conveyed to GENTLE TOUCH, INC., a Pennsylvania corporation, Grantor herein.

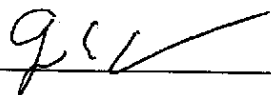
TOGETHER WITH all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of Grantor, either in law or equity, of, in and to the Property, with the hereditaments and appurtenances; **TO HAVE AND TO HOLD** the Property as above described, with the appurtenances, unto the Grantee, its heirs and assigns forever, in **FEE SIMPLE**, subject to the provisions and restrictions contained herein.

AND the said grantor, its successors, or assigns do covenant, promise and agree, to and with the said Grantee, its heirs and assigns by these presents, that the Grantor, its successors and assigns, all and singular the hereditaments and premises hereby granted or mentioned and intended to be, with the appurtenances, unto the said Grantee, its heirs and assigns, against the said grantor, its successors and assigns against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, it shall and will Subject as aforesaid, **SPECIALLY WARRANT AND FOREVER DEFEND.**

IN WITNESS WHEREOF, the said party of the first part to these presents hereunder set its hand and seal,

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

ATTEST:



Gentle Touch, Inc.

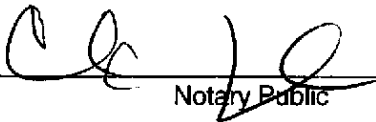
By: 

Katherine Kan, President

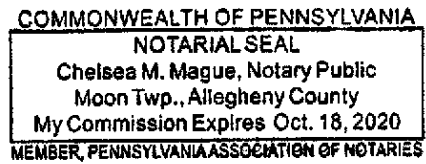
**STATE OF PENNSYLVANIA
COUNTY OF DELAWARE**

On this 21st day of November, 2016, before me, the undersigned officer, personally appeared **Katherine Kan**, who acknowledged herself to be the **President of Gentle Touch, Inc.**, and in that capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by herself as **President**.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

My Commission Expires
10/18/2020



CERTIFICATE OF RESIDENCE

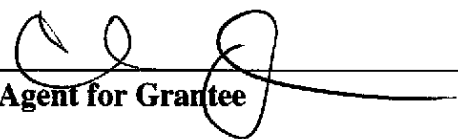
I, do hereby certify that the **TAX BILL ADDRESS** of the within named Grantee is:

Wayne Properties Acquisition, Inc., 1747 Spring House Road, Chester, Pa 19425.

I, do hereby certify that the **OWNER MAILING ADDRESS** of the within named Grantee is:

Wayne Properties Acquisition, Inc., 1747 Spring House Road, Chester, Pa 19425.

Witness my hand this 21st day of November, 2016.


Agent for Grantee