



### **Project November – Traditional Store Package - Commercial Brokerage Terms & Conditions**

Cleopatra Resources LLC (“Seller”) has engaged Corner Realty, LLC (“CR LLC”) to market for sale 8 convenience retail assets (“Sites” of “Buy n Fly”) of American Natural Retail PA LLC, (the “Company”, “ANR”, or “Project November”), to individuals. CR LLC has prepared a data room that includes (in addition to a copy of this OM) information about the Site, its operations, and financial performance that the Company and CR LLC believe prospective buyers would consider relevant in evaluating a potential transaction. The login page for the data room will be shared subsequent to the execution of the NDA on the Corner Realty website.

CR LLC is soliciting offers for the Sites as a single portfolio acquisition of ALL 8 Sites and Seller will review competitive proposals from Recipients. Any and all transactions for the Sites shall be structured as an asset sale. The Purchase Price proposed shall include rights to acquire i) the fee-hold or leasehold interest of the Site with its current permitted status, ii) Site improvements including the building, fixtures, furnishings utilized in the Site operations, iii) equipment utilized and owned by Seller for use as a convenience store, iv) goodwill and enterprise value of the Site, v) the assignment of ExxonMobil Branded Marketer Agreement (BMA) and all of its obligations including unamortized incentive funds, and vi) phone numbers used at the Site.

**Bid Deadline – Non-Binding Letters of Intent (“LOIs”) are due no later than September 7th, 2023. LOI’s that do not address ALL of the Terms & Conditions herein shall be viewed as non-qualifying bids and will be rejected. Your LOI’s must include and address the following Terms & Conditions:**

1. **Proposal Structure:** Buyers must propose to purchase **ALL 8 Sites in a single transaction** as made available in this package. Each LOI will be evaluated independently by Seller to optimize its sale proceeds.
2. **Operations Background:** Your LOI must include information about your operational background, experience with convenience retail locations, the number of sites you currently own, and the number of sites your currently operate.
3. **Assets Included within the LOI.** For each Site in your proposal, you must specify your purchase price by Site. Any exclusions for property, equipment, or other Site assets must be identified in your proposal.
4. **Structure & Purchase Price.** Confirm that your LOI is for an acquisition of asset(s) and that you will pay 100% of the purchase price PLUS merchandise and fuel inventory, supplies, register cash, and parts in cash to acquire the Site on a debt-free, cash-free basis. Merchandise and fuel Inventory, supplies, register cash, and parts shall be IN ADDITION TO the purchase price, and shall be valued at closing as customary for convenience store transactions.
5. **Financing.** No offer will be accepted which is contingent upon a Buyer securing financing (No Financing Contingencies accepted). A description of your sources of funds and confirmation that the offer is not be subject to a financing contingency.
6. **Due Diligence & Transaction Timing.** Please describe in detail the extent and scope of any additional due diligence that must be completed:



- The LOI should specifically outline intentions on environmental inspections & diligence, and any issues expected to be addressed in a definitive purchase agreement.
- Confirmatory due diligence (to be completed between the signing of the definitive purchase agreement and closing) as well as the expected timing of closing on the Transaction once a purchase agreement has been executed.

**7. Internal Authorization & Approvals.** The level of review of and internal approvals that your offer has received with your organization (including your board of directors or other governing board), and details of all approvals/conditions necessary for you to complete the acquisition.

**8. Use of American Natural Trademarks.** Under no circumstances will the Seller allow the purchase of any American Natural trademarks, its logos, or its AN dba's with the transaction. Prior to closing, Seller shall remove all proprietary marks, logos, inventory, and supplies at its complete discretion.

**9. Non-Refundable Earnest Money:** Upon execution of a purchase and sale agreement for any Site, a 10% non-refundable earnest money deposit shall be made to the Company's preferred title company and held in escrow.

**10. Personnel.** Identify your intentions regarding the retention of the Site's employees, and what benefits such employees will be offered upon their retention.

**11. Environmental Liabilities.** Seller will retain environmental liability for any contamination which is *i)* discovered prior to closing AND *ii)* which requires actionable measures (monitoring or remediating) by the Pennsylvania Department of Environmental Protection. Subsequent to closing, Seller shall have no environmental liability related to a Site post-closing, unless such Site has a discovery as noted above and such liability is addressed in a purchase and sale agreement. Phase I's environmental studies have been performed and will be available for review.

**12. Reservation of Rights, Non-Exclusivity:** Seller reserves its rights to negotiate, or not negotiate, with any buyer at any time, and Seller may remove this Site listing at its discretion. There shall be no exclusivity nor other binding obligations on Seller, unless and until it has entered into definitive purchase agreements on a Site with a buyer.

**13. Optional Fuel Supply Agreement:** The Company can retain its ExxonMobil BMA and provide buyer with branded fuel supply subsequent to closing at buyer's request. Terms and conditions shall be disclosed in a 10-year fuel supply agreement for the Site upon request. Your LOI shall address your intentions to either i) assume the ExxonMobil BMA and all of its obligations, or ii) enter into a fuel supply agreement for the Sites with the Company.

**14. Cooperating Buyer's Broker Compensation:** Corner Realty will offer up to 1% commission to a buyer's broker conditioned upon the following criteria: *i)* the buyer had not already received the OM from other sources prior to retaining the Cooperating Broker, and/or *ii)* the buyer was not in Corner Realty's database of prospective buyers.

**15. Non-Operating Excess Real Estate (Optional Purchase).** Describe in detail, with a separately allocated value, your intention to acquire the optional excess real estate not currently utilized in the Company's convenience retail operations. This optional property is located at 105 West Byers Avenue,



New Stanton, PA 15672 (Tax Parcel No. 64-04-13-0-004-00-00). Please see page 62 for additional information.

**16. Buyer Disqualification:** Seller shall reserve the right to disqualify any buyer/Recipient at its complete discretion for any violations of the NDA executed by buyer/Recipient – including speaking with store-level employees or the Company, AND any non-compliance with the Terms and Conditions outlined herein.

The principal objectives of the Company in considering offers are to: **(i)** arrange for the sale of Site package on terms which reflect the highest possible after-tax proceeds; **(ii)** maximize certainty of consummating the transaction expeditiously and on terms satisfactory to the Company; **(iii)** minimize disruptions to the operations of the business, including maintaining high levels of service to customers and retention of personnel; and **(iv)** maintain strict confidentiality. **Please send your LOI, offer letter, and letters of interest from any capital providers, if applicable, via email to [whartshorn@corner-realty.com](mailto:whartshorn@corner-realty.com) no later than September 7th, 2023, at 5:00 pm ET.**