

**Site Listing – Terms & Conditions for Sale: 18430 Redwood Highway, Selma, OR 97538**

The site listed herein, Seller of Record ("Seller"), is exclusively represented by Corner Realty, LLC, and Recipient agrees to abide by the Non-Disclosure Agreement executed between Corner Realty, LLC and the Recipient. Additionally, by acknowledging the Terms & Conditions of the Site Listing herein, agrees to not circumvent Corner Realty, LLC, Keller Williams Realty, Inc. in any manner regarding the Site Listing.

Recipient agrees that: (a) all inquiries, requests for information, and other communications with the Company shall be made only through representatives of Corner Realty, LLC unless otherwise specified by Corner Realty or the Seller in writing; (b) Recipient will not contact any owner, stockholder, director, manager, officer, employee, supplier, contractor, consultant, agent, affiliate, or representative of the Company with respect to the Transaction or the Evaluation Material, or for the purpose of obtaining information for use in evaluating the Transaction, except through Corner Realty (or any other person or entity authorized in writing by the Company); and (c) Recipient will not discuss (i) the existence of this Agreement or the fact that Recipient has requested or received information from Company, (ii) any matters relating to the Transaction, including the fact that any investigations, discussions, or negotiations are taking place concerning the Transaction and any of the terms, conditions, or other facts with respect to the Transaction, including the status thereof, (iii) any potential staffing decisions which could be made with respect to the Company after the closing of the Transaction, or (iv) any matters relating to the Evaluation Material until after the Transaction is consummated, without the prior written consent of the Seller or Corner Realty, LLC.

ALL EVALUATION MATERIAL IS PROVIDED "AS IS." RECIPIENT ACKNOWLEDGES THAT THE COMPANY AND THE COMPANY'S REPRESENTATIVES MAKE NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF THE EVALUATION MATERIAL AND THE COMPANY HEREBY EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATION OR WARRANTY. RECIPIENT AGREES (ON BEHALF OF ITSELF AND RECIPIENT'S REPRESENTATIVES) THAT THE COMPANY AND THE COMPANY'S REPRESENTATIVES SHALL HAVE NO LIABILITY TO RECIPIENT OR RECIPIENT'S REPRESENTATIVES ARISING FROM OR IN CONNECTION WITH THE USE OF OR RELIANCE ON THE EVALUATION MATERIAL (OR FOR ANY ERROR THEREIN OR OMISSION THEREFROM), EXCEPT IN ACCORDANCE WITH SUCH REPRESENTATIONS OR WARRANTIES AS MAY BE MADE IN A BINDING, DEFINITIVE WRITTEN AGREEMENT EXECUTED BY THE PARTIES TO SUCH AGREEMENT FOR THE CONSUMMATION OF THE TRANSACTION UPON SPECIFIC TERMS (A "TRANSACTION AGREEMENT").

**Purchase Price:** Recipient must make a cash offer to Seller to acquire the real property and business assets of the Site Listing. Seller shall not convey assets to Recipient for which Seller has no title, however, to the extent Seller leases certain equipment, Seller may assign such leased equipment to Recipient subject to consent from the equipment owner. Such assignment shall be in addition to the Purchase Price.

**Property and/or Business Restrictions:** This site may be encumbered by certain real property and business operation restrictions, and Recipient undertakes its own obligations to verify the existence of any and all such restrictions.

**Fuel Purchasing Obligations:** the Site Listing purchases fuel under a fuel supply agreement from a fuel distributor which requires the assignment and assumption as a condition to the sale of this Site Listing. The fuel supply agreement may contain additional obligations and liabilities above the The assignment and assumption of the fuel supply agreement will require the approval and consent of the fuel distributor as a condition of closing. The fuel supply agreement may have language regarding its termination for a calculated fee, which may be negotiated, for additional cost to the Recipient, between the Seller and the Recipient.

**Offer Deadline.** Corner Realty, LLC may require an Offer Deadline and will publicize any Offer Deadline on the Site Listing. Offers may be submitted at any time up until any Offer Deadline is publicized or expired. Offers may be submitted to the Corner Realty, LLC agent or broker as provided for on the Site Listing.

**Consents and Assignments:** The Site Listing may operate a business that is subject to agreements that require consent to assign, which may include but not be limited to franchise agreements, lease agreements, fuel supply agreements, contract labor or services agreements, or other agreements. Recipient acknowledges that such consents and assignments would be a condition of any closing of the sale.

**Environmental Diligence and Status:** Recipient acknowledges and agrees that it must conduct its own environmental diligence and review on the Site Listing. The PSA shall address the delineation of environmental liabilities regarding any known releases, remediation, contamination, monitoring, and/or the assumption of such liabilities on a post-closing basis. The PSA shall treat environmental liability under the "As-Is, Where-Is" conditions of the Site Listing, and expects that Recipient shall assume all environmental liability on a post-closing basis.

**Site Property & Assets:** the Seller has provided Corner Realty, LLC with certain information regarding the real property, personal property, and business operations associated with the sale for Recipient's diligence and investigation. This information may be provided on the website or directly from Seller and/or Corner Realty, LLC and is subject to language provided in the Non-Disclosure Agreement terms and conditions. Corner Realty, LLC makes no representations or warranties regarding this information and Recipient is under its own responsibility to investigate the Site Property and Assets.

**Additional Purchase Price:** Above and beyond any offered Purchase Price by Recipient, Recipient shall pay Additional Purchase Price at closing comprised of fuel and merchandise inventory to be calculated at closing in an agreed upon manner between the parties and to be outlined in a Purchase and Sale Agreement. Obligations under fuel supply agreements, assigned contracts, assigned equipment leases, and business items not owned by Seller but used by Seller in the operation of the business shall be considered Additional Purchase Price and shall not reduce the Purchase Price agreed to between Seller and Recipient.

**Seller's Rights of Sale Terms and Conditions:** At any time and at its discretion, the Seller may: *engage and negotiate with one or more parties, remove the Site Listing, terminate the sale process, or alter the information and terms and conditions of the sale. Furthermore, Seller is not obligated to accept any offer, Seller may counter any offer by a Recipient, and/or may withdraw from any negotiations. Seller may also require Recipient to provide sources of funds to verify credit capacity of the Recipient, and Recipient agrees to provide such sources upon request.*

**Purchase and Sale Agreement:** The Seller, at its discretion, may determine that it shall transact subject to a Purchase and Sale Agreement (PSA). The PSA shall outline all terms and conditions of the sale, shall include representations and warranties on an "As-Is, Where-Is" basis and outline the responsibilities and costs for the transfer of title, title policy fees, transfer and recording fees, conditions and contingencies of the sale, treatment of earnest monies, the assignment and assumption of certain agreements which are part of the sale, the terms and valuation process for payment of fuel and merchandise inventories, escrow conditions, and other normal and customary components of a PSA.

**Buyer's Brokers:** In the event a Buyer's Broker brings a valid, new, and qualified buyer to the Seller, cooperating brokers' compensation shall be discussed and mutually agreed upon by Corner Realty & Buyer's Broker. As a condition of compensating Buyer's Broker, Buyer's Broker and its client must execute the Non-Disclosure Agreement provided by with the Site Listing.

**General Disclaimer:** In furnishing this Site Listing, neither the Seller nor Corner Realty, LLC undertakes any obligation to provide the Recipient with access to any additional information. This Site Listing shall not be deemed an indication of the state of affairs of the Site Listings nor its assets; nor shall this Site Listing constitute an indication that there has been any change in the business affairs of the Site Listing or its assets since the date hereof or since the periods of time as provided herein. The information contained herein is not intended to represent all the data on the Business or the Site Listing, but rather provides Recipient a summary of the Site Listing. Information may contain adjustments related to recent changes in the assets or the Business for the purposes of providing clarity to the Recipient of certain business segment performance levels. The Recipient is responsible for conducting its own diligence on the assets, and the information contained herein provides for no representations or warranties. Any representations and warranties would only be described in a PSA related to the purchase of the Site Listing.