

STORE NO. 23904
A portion of 380 N. Mason Street
Harrisonburg, Virginia 22802

SALES CONTRACT

1. PARTIES. This Sales Contract ("Contract") dated as of 2/4/2026 (the "Effective Date") is between **CITY OF HARRISONBURG**, a Virginia municipal corporation (herein "Buyer"), and **7-ELEVEN, INC.**, a Texas corporation (herein "Seller").

2. PREMISES.

a. Seller agrees to sell and convey to Buyer and Buyer agrees to purchase and pay for the real property that is a portion of the real property located at 380 N. Mason Street in the City of **Harrisonburg** and Commonwealth of **Virginia**, described on **Exhibit A** attached and included by this reference, together with all improvements, rights, and appurtenances on or pertaining thereto, including Seller's right, title, and interest in adjacent public streets, alleys, or rights-of-way (herein collectively the "Property"). The Property is shown outlined in red on the depiction attached hereto as **Exhibit A-1**. This Contract also covers all fixtures situated on the Property as of the Effective Date, it being acknowledged by the parties that the Property consists of a vacant lot.

b. Waiver of Right of First Refusal. If a right of first refusal or similar option exists relating to the Property ("ROFR"), Seller's obligation to close hereunder is conditioned upon Seller obtaining a waiver of the ROFR. In the event Seller is unable to obtain a waiver of the ROFR on or before the Closing Date (as it may be extended), Seller shall terminate this Contract and instruct Escrow Agent to refund the Earnest Money to Buyer and this Contract shall be void and of no further force and effect. Seller makes no representation as to whether it will be able to obtain the waiver of the ROFR and its failure to do so will not be a breach hereunder.

3. ESCROW AGENT. The parties agree that Sutton Land Title Agency, LLC (herein "Escrow Agent" or the "Title Company") shall act as escrow agent for this transaction. Escrow Agent shall receive and deliver all documents or instruments and receive and disburse all sums of money according to the terms of this Contract and the written instructions of the parties.

4. CONSIDERATION. The purchase price is Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) (herein, the "Purchase Price"), a portion of which in the amount of Twelve Thousand Five Hundred and 00/100 Dollars (\$12,500.00) is an earnest money deposit (the "Earnest Money"). Within three (3) days after the Effective Date, Buyer shall deliver the Earnest Money (in certified funds or by wire transfer) to Escrow Agent, to be deposited into escrow. The balance of the Purchase Price shall be paid to Seller by wire transfer at the Closing (as hereinafter defined).

5. TITLE.

a. Title Policy/Binder. At Buyer's sole cost and expense, Buyer shall obtain through Escrow Agent preliminary title documentation and a standard owner's title insurance policy

(herein the "Title Policy"). Within three (3) days of the Effective Date of this Contract, a preliminary title report or binder (herein the "Binder") giving the current condition of title to the Property shall be ordered from Escrow Agent. Escrow Agent will deliver copies of the Binder to Seller and Buyer as soon as it is available, but at least ten (10) days prior to the end of the Feasibility Period (as defined in Section 6.a.ii below). Buyer may review the Binder and the current condition of title to the Property during the Feasibility Period but shall have no right to object to any matters with respect thereto. Seller shall have no obligation to remove, cure, or cause the Escrow Agent to insure over any matters set forth in the Binder or otherwise affecting the title to the Property.

b. Mortgages/ Liens. Notwithstanding the foregoing, Seller will be obligated prior to Closing to remove (or insure over, if applicable) any deeds of trust or mortgages, judgments, mechanics' and materialmen's liens and any tax liens affecting title to the Property, in each case created by or on behalf of Seller, such that they will not be shown as exceptions to title on the Title Policy.

6. FEASIBILITY PERIOD.

a. Feasibility Period; Due Diligence Documents.

i. Subject to the provisions of Section 19.m. below, within five (5) days after the Effective Date, Seller will provide copies (which may be electronic copies) of the documents listed on Exhibit C attached hereto ("Due Diligence Documents"). Buyer agrees to return all such Due Diligence Documents (along with any and all copies thereof) to Seller if Closing hereunder does not occur. Seller makes no representations or warranties as to the truth, accuracy or completeness of any materials, data or other information supplied to Buyer in connection with Buyer's inspection of the Property (e.g., that such materials are complete, accurate or the final version thereof). It is the parties' express understanding and agreement that such materials are provided only for Buyer's convenience in making its own examination and determination during the Feasibility Period as to whether it wishes to purchase the Property, and, in doing so, Buyer shall rely exclusively on its own independent investigation and evaluation of every aspect of the Property and not on any materials supplied by Seller. Buyer expressly disclaims any intent to rely on any such materials provided to it by Seller in connection with its inspection and agrees that, with respect to any such materials, it shall rely solely on its own independently developed or verified information.

ii. Notwithstanding any provision in the Contract to the contrary, Buyer shall have sixty (60) days from the Effective Date within which (i) to confirm the condition of the Property; (ii) for the purpose of locating easements and utilities, making inspections, surveying, performing non-invasive site analyses and engineering reports or such other testing as Buyer may reasonably require; and (iii) to investigate all other matters of interest to Buyer respecting or affecting the Property ("Feasibility Period"). All costs of any such inspection and testing shall be paid by Buyer. **Notwithstanding anything to the contrary, in no event shall Buyer be permitted to perform any Phase II environmental site assessments, drilling, boring or other invasive or destructive testing on the Property.** During such Feasibility Period, should any such item be deemed unsatisfactory by Buyer, Buyer may, at its election, terminate this Contract, in its sole and absolute discretion, by written notice to Seller delivered on or prior to the expiration of the Feasibility Period and receive a refund of the Earnest Money, less the Title Exam Costs (as

such term is defined below); if Buyer fails to give such notice of termination on or prior to the expiration of the Feasibility Period (TIME BEING OF THE ESSENCE), Buyer will be deemed to have elected to waive Buyer's right to terminate pursuant to this Section 6.a.

b. Entry onto Property. Prior to Buyer and/or its agents entering the Property, subject at all times to Seller's prior written approval, and/or performing any inspections or tests, Buyer shall provide Seller with five (5) days' written notice and shall deliver to Seller evidence of commercial general liability, public liability and other appropriate insurance is maintained by the party entering the Property, naming Seller as an additional insured, with limits of not less than One Million Dollars (\$1,000,000) for property damage, bodily injury or death. All inspections shall be performed in accordance with law and only by appropriately qualified and, where applicable, licensed personnel. All inspections shall conform to Seller's reasonable restrictions as to the conduct of such inspections and shall commence at a time and continue for a maximum duration specified by Seller. Buyer shall keep the Property free and clear of any liens resulting from Buyer's inspections. Buyer shall protect, defend, indemnify, save and hold harmless Seller against any and all claims, demands, losses, fines, suits, actions, proceedings, orders, decrees, judgments, damage or liability (including attorneys' fees and costs incurred by Seller with respect thereto) of any kind or nature, by or in favor of anyone whomsoever, resulting from, arising from, or occasioned in whole or in part by any act or omission by Buyer, its agents, contractors, employees, representatives or invitees in, upon, or at the Property, or from Buyer's inspection, examination and inquiry of or on the Property. The provisions of this Section shall survive the Closing or termination of this Contract. Buyer shall immediately repair any damage resulting from its entry upon the Property. Seller shall have the right, at its option, to cause a representative of Seller to be present at all inspections, reviews and examinations conducted hereunder.

c. Separate Tax Parcel. Seller and Buyer acknowledge and agree that Seller shall retain the property highlighted in yellow on Exhibit A-1 (the "Retained Parcel"). Prior to Closing, Buyer, at its sole cost and expense, shall complete the process required by the City of Harrisonburg to legally subdivide the Property from the Retained Parcel (the "Subdivision"), with the legal description of the Property and the Retained Parcel resulting from such Subdivision subject to written approval by Seller prior to Buyer effecting such Subdivision with such approval not to be unreasonably withheld. Following the Subdivision, the Contract shall be amended such that the legal description of the Property contained in Exhibit A hereto reflects the legal description of the Property resulting from the Subdivision. Seller agrees that it shall reasonably cooperate with Buyer in connection with Buyer's pursuit of such Subdivision.

7. CLOSING.

a. Closing. Notwithstanding anything to the contrary in the Contract, provided that Buyer has not terminated this Contract during the Feasibility Period pursuant to Section 6, this transaction shall be closed (herein the "Closing") on the date which shall be on or before the thirtieth (30th) day following the expiration of the Feasibility Period (the "Closing Date"); provided however, Seller, upon written notice to Buyer, may extend the Closing Date by up to ninety (90) days.

b. Seller's Closing Documents. At or before Closing, Seller shall prepare, and deposit or cause to be deposited into escrow with the Escrow Agent the following items:

- i. an executed special warranty deed (the "Deed") conveying title to the Property, subject to the Conditions (as defined in the Deed), in substantially the form of Exhibit B attached hereto;

- ii. an executed Seller Closing Statement reflecting all financial aspects of the transaction attributed to Seller; and
- iii. any additional documents that the Escrow Agent (whether in its capacity as Escrow Agent or Title Company) may reasonably require for the proper consummation of the transaction contemplated by this Contract.

c. Buyer's Closing Documents. At or before Closing Buyer shall deposit or cause to be deposited into escrow the following:

- i. the balance of the Purchase Price, subject to the prorations and adjustments set forth in this Contract;
- ii. an executed Buyer Closing Statement reflecting all financial aspects of the transaction attributed to Buyer; and
- iii. any additional documents that the Escrow Agent (whether in its capacity as Escrow Agent or Title Company) may reasonably require for the proper consummation of the transaction contemplated by this Contract.

d. Closing Costs. Buyer shall pay all costs of recording, all transfer taxes, all title search, premium and other charges, any costs related to the disbursement of funds in connection with Closing, and the costs of any survey or survey update obtained by Buyer. Seller shall pay the Grantor's tax. Attorneys' fees, consulting fees, and other due diligence expenses shall be borne by the party incurring such expense. The fee or charge of Escrow Agent shall be shared equally between the parties. The provisions of this Section shall survive the Closing.

8. **RISK OF LOSS.** Seller shall bear the risk of condemnation and the risk of loss, damage or destruction of the Property by fire or otherwise until the Closing. Buyer shall have the option to terminate this Contract upon any material damage to the Property prior to Closing from any cause whatsoever and the Earnest Money will be returned to Buyer, less the Title Exam Costs (as such term is defined below). The parties hereby agree that "material damage" shall mean damage which will cost more than five percent (5%) of the Purchase Price to repair.

9. **CONDITION OF PROPERTY.** Possession of the Property shall be delivered to Buyer at the Closing, in materially the same condition and state of repair as on the Effective Date, subject only to normal wear, tear, and use and casualty or condemnation since that date. Buyer hereby acknowledges that, pursuant to this Contract, it has the right to inspect the Property and all fixtures, if any, to be conveyed hereunder and that should Buyer agree to proceed with Closing, that it accepts the Property and any fixtures in their AS IS, WHERE IS condition as of the Closing Date, and the Property and any fixtures shall be deemed suitable in all respects upon Buyer's waiver or deemed waiver of its right to terminate this Contract on or prior to the expiration of the Feasibility Period. Seller hereby disclaims all warranties of any kind or nature whatsoever (including warranties of habitability and fitness for particular purposes), whether expressed or implied, including, but not limited to warranties with respect to the Property or its construction, the existence of any Hazardous Substances (hereinafter defined) at the Property, any operative or proposed governmental laws and regulations (including, without limitation, zoning, environmental and land use laws and regulations) to which the

Property may be subject, or the development potential or the fitness of the Property for Buyer's intended use. Buyer acknowledges that it is entering into this Contract without reliance on any materials provided by Seller or Seller's Broker (hereinafter defined) and on the basis of its own review and investigations of the applicability and effect of such laws and regulations, and Buyer assumes the risk that adverse matters may not have been revealed by its investigations.

10. ENVIRONMENTAL

a. Hazardous Substances. Buyer hereby assumes liability for, and agrees to take all actions required by law relating to, all environmental obligations or liabilities, including investigation, monitoring and remediation obligations and third party claims, arising from environmental conditions or Hazardous Substances existing on or beneath or migrating from the Property as of the Closing Date, including, but not limited to: (i) any violation or alleged violation of, or liability or alleged liability under, any local, state or federal law, rule or regulation or common law duty pertaining to human health, natural resources or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), the Clean Air Act (42 U.S.C. §7401 et seq.), the Emergency Planning and Community-Right-to-Know Act (42 U.S.C. §11001 et seq.), the Endangered Species Act (16 U.S.C. §1531 et seq.), the Toxic Substances Control Act (15 U.S.C. §2601 et seq.), the Occupational Safety and Health Act (29 U.S.C. §651 et seq.) and the Hazardous Substances Transportation Act (49 U.S.C. §1801 et seq.), and those relating to Lead Based Paint (as hereinafter defined) and each of their state counterparts and the regulations promulgated pursuant to said laws, all as amended from time to time (collectively, "Environmental Laws"), relating to or affecting the Property, whether or not caused by or within the control of Seller; (ii) the presence, release or threat of release of or exposure to any hazardous, toxic or harmful substances, wastes, materials, pollutants or contaminants (including, without limitation, asbestos or asbestos-containing materials, polychlorinated biphenyls, petroleum or petroleum products or byproducts, flammable explosives, radioactive materials, paint containing more than .05% lead by dry weight ("Lead Based Paint"), infectious substances or raw materials which include hazardous constituents) or any other substances or materials which are included under or regulated by Environmental Laws (collectively, "Hazardous Substances") or any toxic mold or fungus of a type that may pose a risk to human health or the environment or would negatively impact the value of the Property ("Toxic Mold"), on, in, under, migrating from or affecting all or any portion of the Property or any surrounding areas, regardless of whether or not caused by or within the control of Seller; (iii) any transport, treatment, recycling, storage, disposal or arrangement therefor of Hazardous Substances whether on the Property, originating from the Property, or otherwise associated with the Buyer or any operations conducted on the Property at any time; or (iv) any environmental investigation, assessment, audit or review conducted in connection with the Property or the operations conducted at any time thereon, including, without limitation, the cost of assessment, investigation, containment, removal and/or remediation of any and all Hazardous Substances or Toxic Mold from all or any portion of the Property or any surrounding areas, the cost of any actions taken in response to the presence, release or threat of release of any Hazardous Substances or Toxic Mold on, in, under, migrating from or affecting any portion of the Property or any surrounding areas to prevent or minimize such release or threat of release so that it does not migrate or further migrate or otherwise cause or threaten danger to present or future public health, safety, welfare or the environment, and costs incurred to comply with Environmental Laws in connection with all or any portion of the Property or any surrounding areas. It is acknowledged and agreed that the Purchase Price of the Property reflects the condition of the Property.

b. Indemnity. Buyer will protect, defend, hold harmless and indemnify Seller, Seller's respective subsidiaries, parent companies, affiliated companies, and successors-in-interest, Seller's directors, officers, agents and employees from and against any and all expenses, claims, actions, liabilities, attorney's fees, damages, losses, penalties, fines and interest of any kind whatsoever (including without limiting the foregoing, death of or injury to persons and damage to Property), actually or allegedly resulting from or connected with the environmental condition of the Property or from the omission or commission of any act, lawful or unlawful, by Buyer or its agents or employees, whether or not such act is within the scope of the employment of such agents or employees, or from leaks, seepage, spills or other loss of motor fuels or other toxic pollutants at the Property.

c. Waiver and Release. Buyer hereby (i) waives, relinquishes and releases Seller from all costs by reason of or arising out of any environmental conditions at the Property and from any contribution action; and (ii) should any investigation, assessment, clean-up, remediation or removal of Hazardous Substances or other environmental conditions on the Property be required after the Closing Date, it is hereby understood and agreed that such clean-up, removal or remediation shall be the responsibility of and shall be performed at the sole cost and expense of Buyer. It is understood and agreed that the Purchase Price reflects the allocation of risk set forth in this subsection. Further, notwithstanding anything to the contrary herein, Buyer covenants and agrees that in no event shall it commence any action or make any claim against Seller, its parent corporation, subsidiaries, affiliates and assigns, or any former owner or operator of the Property which in any way relates to the environmental or other condition of the Property, including any claim for property damage or diminution of property value by reason of the presence of Hazardous Substances at, on under or emanating from the Property, and Buyer hereby releases Seller from all such claims. It is acknowledged and agreed that the Purchase Price of the Property reflects the condition of the Property.

d. Survival. The covenants of this Section 10 shall survive Closing and shall be binding upon and shall inure to the successors and assigns of each of the parties and all subsequent purchasers of the Property. Upon the request of Seller, Buyer agrees to execute and deliver such instruments in recordable form as necessary to effect record notice of the foregoing rights and covenants.

11. TAXES, ASSESSMENTS, AND OTHER PRORATIONS.

a. Taxes. All real estate taxes pertaining to the Property shall be prorated between Buyer and Seller as of the Closing with Seller responsible for taxes prior to the day of Closing and Buyer responsible for taxes as of the day of Closing and thereafter. If at the Closing Seller has paid the then current year's taxes, copies of the receipt(s) shall be furnished to Buyer upon Buyer's request, and said receipt(s) shall be the basis for proration. If Seller has received but has not paid statement(s) for the then current year's taxes, then said statement(s) shall be the basis for proration. If at the Closing the taxes for the current year have not been paid and no statement(s) has (have) been received by Seller but notice(s) of valuation has (have) been received by Seller, then said notice(s) of valuation times the previous year's tax rate shall be the basis for proration, and it shall be the obligation of Buyer to make payment of said current year's taxes. If none of the above situations exist at the time of the Closing, the basis of proration shall be one hundred percent (100%) of the previous year's taxes, and Seller agrees to furnish Buyer (at Buyer's request) copies of the receipt(s) for the said previous year's taxes, and it shall be the obligation of Buyer to make payment of the then current year's taxes.

b. Proration of Rents and Expenses. All rents and expenses, if any, attributable to the Property, shall be prorated as of the Closing Date.

c. Assessments. If at the Closing, the Property or any part thereof shall be or shall have been affected by an assessment or assessments which are or may become payable in annual installments, only the current due installment, if any, shall be prorated as of the Closing and all of the unpaid installments of any such assessments, including those which are to become due and payable after the Closing, shall be the sole responsibility of Buyer.

12. DEFAULT.

a. Buyer Default. If Buyer defaults in its performance under this Contract, Seller (i) may retain the Earnest Money as liquidated damages for Buyer's failure to close or other default, it being acknowledged by Buyer and Seller that in such event Seller will suffer substantial damages but such damages are incapable of exact ascertainment and that payment of the Earnest Money shall not be deemed a penalty, or (ii) pursue any available legal remedy at law, in equity or otherwise, including, without limitation, specific performance. In the event of a Buyer default under this Contract, Buyer acknowledges and agrees Buyer shall be solely responsible for all search and exam fees, escrow cancellation fees and any other accrued fees or charges payable to the Title Company ("Title Exam Costs"). If Seller elects to exercise its remedy described in (i) above, Seller shall deliver written notice of said election to Buyer and the Title Company, with instructions to the Title Company to disburse the Earnest Money in full to Seller within twenty-four (24) hours of receipt of the proof of delivery Seller's written notice to Buyer. Buyer's execution of this Contract shall serve as Buyer's agreement and permission for the Title Company to disburse the full amount of the Earnest Money to Seller, in the timeframe stated above, in the event of a Buyer default as described herein. Notwithstanding the foregoing, Buyer agrees to promptly execute any release forms as may be required by the Title Company so as to facilitate the disbursement of the full amount of the Earnest Money to Seller; provided, however, the Title Company agrees that the requirement of such release forms shall not hinder or delay the Title Company in its obligation to release the funds within the timeframe stated herein.

b. Seller Default. If Seller defaults in its performance under this Contract, Buyer may (i) terminate this Contract by written notice to Seller, in which event the Earnest Money shall be refunded to Buyer, or (ii) enforce specific performance of this Contract by written notice filed within thirty (30) days of the Closing Date. Such specific performance remedy shall be available to Buyer only upon Buyer's full satisfaction of each of Buyer's obligations under this Contract, including without limitation Buyer's obligation to deliver the Earnest Money to the Escrow Agent and delivering sufficient proof to the Escrow Agent and Seller that Buyer is ready, willing and able to close this transaction. The option selected by Buyer shall be Buyer's sole and exclusive remedy, and in no event shall Buyer be entitled to damages.

13. BROKERAGE CHARGES. Buyer and Seller each represent and warrant to the other that it has not contacted or entered into any agreement with any real estate broker, agent, finder, or any other party in connection with this transaction other than Steve Kendall with All City Real Estate Ltd. Co. and Wanda Garrett with HTR Commercial who have represented Seller in this transaction (collectively, "Seller's Broker", or the "Brokers"), and that it has not taken any action which would result in any real estate broker's, finder's, or other fees or commissions being due or payable to any other party. Buyer is not represented by a broker with respect to this transaction. Each party hereby indemnifies, protects, defends and agrees to hold the other party harmless from any loss, liability, damage, cost, or expense (including, but not limited to, reasonable attorneys' fees) resulting from a breach by the other party of the representations and warranties made by such party herein. If, as and when Closing actually occurs and the Purchase Price is received by Seller, Seller agrees to pay the Brokers a commission of six percent (6%) of

the Purchase Price, at closing, to be split equally between the two (2) Brokers named above. Such commissions shall be paid to the Brokers by the Escrow Agent out of the proceeds from Closing. The provisions of this Section shall survive the Closing and termination of this Contract.

14. NOTICES. All notices hereunder shall be in writing and shall be deemed to have been properly given when sent by United States Certified Mail, Return Receipt Requested, postage fully prepaid, or by nationally-recognized overnight courier, to the addresses set forth hereunder, or to such other address as the parties may mutually agree by amendment of this Contract. Any notices delivered via e-mail or facsimile will not constitute formal notice.

SELLER:
7-Eleven, Inc.
Attn: Real Estate Services, Store No. 23904
3200 Hackberry Road
Irving, Texas 75063

BUYER:
City of Harrisonburg
c/o Brian Shull and Chris Brown
409 S. Main Street, 3rd Floor
Harrisonburg, VA 22801
Ph: (540) 432-7736
Email: Brian.shull2harrisonburgva.gov

ESCROW AGENT:
Sutton Land Title Agency, LLC
2615 Calder Avenue, Suite 704
Beaumont, Texas 77702
Attn: Anthony Papa
Ph.: (409) 710-4502
Email: apapa@suttonlandtexas.com

15. ASSIGNMENT. Buyer's reputation, experience, and financial status constitutes a material inducement and a substantial part of the consideration for sale of the Property by Seller to Buyer. Therefore, Buyer may not assign this Contract, nor may any of Buyer's rights hereunder be transferred in any manner to any person or entity, without Seller's specific prior written consent, which consent may be withheld by Seller for any reason whatsoever; except, however, that Buyer shall have the right to assign this Contract, without Seller's consent, to an entity owned and controlled by Buyer or those that directly hold the ownership interests in Buyer; provided, however, any such assignment shall be binding on Seller only to the extent Buyer provides Seller with written intent to so assign, specifically naming the assignee and providing the signature block for the assignee, no later than three (3) Business Days (as defined below) prior to Closing. If Buyer assigns this Contract pursuant to the terms hereof: (a) the assignee shall be liable (jointly and severally with assignor) for all of Buyer's obligations hereunder; (b) the assignor (i.e., the original Buyer hereunder) shall remain obligated (but jointly and severally with assignee) with respect to all of Buyer's obligations hereunder; and (c) the assignor and any assignee shall execute such instruments of assignment and assumption in such form as Seller may require in confirmation of the provisions hereof.

16. RESTRICTIONS. The Deed shall contain the following restrictions which shall run with the land:

“Neither Grantee nor its successors, assigns or legal representatives, lessees, or sublessees, shall conduct or permit the conduct on the Property of, and the Property shall not be used for:

- i. a grocery or convenience store selling at retail any food or food products, dairy products, beer, or wine or other alcoholic beverages for consumption off the premises;
- ii. the retail sale of any food or food products, beer, wine or other alcoholic beverages for consumption on or off the premises;
- iii. an auto parts or auto supply store or for the retail sale of auto parts, supplies, accessories or other automotive-related products;
- iv. the sale of motor fuels and petroleum products; or
- v. the sale of cigarettes and other tobacco products, devices which simulate tobacco or other smoking, including, but not limited to, electronic cigarettes and vaporizers.”

17. REPRESENTATIONS AND WARRANTIES

a. Buyer’s Warranties and Representations. Buyer warrants and represents that: (a) Buyer has the full right, power, and authority to purchase the Property from Seller as provided in this Contract and to carry out Buyer’s obligations hereunder; (b) Buyer is the type of entity set forth in the preamble to this Contract, duly organized and in good standing under the laws of the state of its organization and is qualified to do business in the Commonwealth of Virginia; (c) all requisite action necessary to authorize Buyer to enter into this Contract and to carry out Buyer’s obligations has been obtained; (d) this Contract has been duly authorized, executed and delivered by Buyer; and (e) the execution of this Contract and the Closing to occur hereunder do not and will not violate any contract, covenant or other Contract to which Buyer may be a party or by which Buyer may be bound. Buyer’s warranties and representations set forth above, and its obligations under this Contract, are subject to and contingent upon approval of this Contract by the Harrisonburg City Council at a public meeting. Such approval shall occur with 30 days of the Effective Date. The provisions of this Section shall survive the Closing.

b. Seller’s Warranties and Representations. As of the Closing Date, Seller warrants and represents that: (a) Seller has the full right, power, and authority to sell the Property to Buyer as provided in this Contract and to carry out Seller’s obligations hereunder; (b) Seller is duly organized and in good standing under the laws of its state of formation; (c) all requisite action necessary to authorize Seller to enter into this Contract and to carry out Seller’s obligations has been obtained; and (d) this Contract has been duly authorized, executed and delivered by Seller. The provisions of this Section shall survive the Closing.

c. Prohibited Persons. Neither Buyer nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Buyer) is or will be an entity or person (i) that is listed in the Annex to, or is otherwise subject to the provisions of Executive Order 13224 issued on September 24, 2001 (“EO13224”), (ii)

whose name appears on the United States Treasury Department's Office of Foreign Assets Control ("OFAC") most current list of "Specifically Designated National and Blocked Persons" (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>), (iii) who commits, threatens to commit or supports "**terrorism**," as that term is defined in EO13224, (iv) is subject to sanctions of the United States government or is in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations relating to terrorism or money laundering, including, without limitation, EO13224 and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, or (v) who is otherwise affiliated with any entity or person listed above (any and all parties described in clauses (i) – (v) above are herein referred to as a "Prohibited Person"). Buyer covenants and agrees that neither it nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in it) shall (aa) conduct any business, nor engage in any transaction or dealing, with any Prohibited Person, including, but not limited to, the making or receiving of any contribution of funds, goods, or services, to or for the benefit of a Prohibited Person, or (bb) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in EO13224. The provisions of this Section shall survive the Closing or termination of this Contract.

d. Proprietary Information. Buyer will not, without Seller's prior written consent, disclose any of Seller's procedures, records, information contained on records, technical data, proprietary information, business and technical information or trade secrets (including, if any, any materials or documents delivered to Buyer as listed on Exhibit C attached hereto) ("Proprietary Information"). All Proprietary Information, whether written or oral, disclosed in connection with this Contract will be received and retained by Buyer, its agents and representatives as strictly confidential and such information will only be disseminated internally and on a "need-to-know" basis. All Proprietary Information will be and remain the exclusive property of Seller at all times and will be returned to Seller upon its request or upon termination or cancellation of this Contract. Buyer will not use or duplicate any Proprietary Information without Seller's prior written consent. Buyer's obligations under this subparagraph will not apply to information that: (i) is or later becomes a part of the public domain through no fault of Buyer; (ii) is received from a third party having no obligation of confidentiality to Seller; or (iii) is required to be disclosed under applicable law, provided that Buyer will give written notice of such disclosure obligation to Seller prior to such disclosure to permit Seller to contest the disclosure at its expense.

18. LITIGATION

a. Attorneys' Fees and Costs; Jurisdiction; Venue. In the event of any litigation arising out of or under this Contract and/or out of Buyer's ownership, development or construction upon the Property, the prevailing party shall be entitled to collect from the non-prevailing party reasonable attorneys' fees and costs, including at all appellate levels and in any bankruptcy proceeding. Buyer and Seller hereby submit to the jurisdiction of the Civil Courts of the Commonwealth of Virginia and the United States District Courts located in the Commonwealth of Virginia in respect of any suit or other proceeding brought in connection with or arising out of this Contract and venue shall be in the County where the Property is located. The provisions of this Section shall survive the Closing.

b. WAIVER OF JURY TRIAL. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF,

UNDER OR IN CONNECTION WITH THIS CONTRACT AND ANY DOCUMENT EXECUTED IN CONNECTION HERewith OR RELATED HERETO, OR ANY COURSE OR CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS TRANSACTION.

19. MISCELLANEOUS

a. Entire Agreement. This Contract merges all prior negotiations and understandings between the parties and constitutes their entire agreement which is binding upon Buyer when executed by Buyer, and is binding upon Seller only if executed by a Vice President or an Attorney-in-Fact of Seller, regardless of any written or verbal representations of any agent, manager, or other employees of Seller to the contrary.

b. Timing. Time is of the essence in this Contract. If the final day of any period or any date of performance under this Contract falls on a date which is not a Business Day, then the final day of the period or the date of performance, as applicable, shall be extended to the next day which is a Business Day. As used herein, a "Business Day" shall mean any weekday on which business is conducted by national banking institutions in Dallas, Texas.

c. Successors/Assigns. The provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, legal representatives, successors, and assigns.

d. Counterparts/Electronic Signatures. This Contract may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. A facsimile copy or electronic copy of this Contract signed by the parties shall be binding on the parties. To facilitate the execution of this Contract, the parties may execute and exchange counterparts of signature pages affixing their signature by means of an electronic signature tool, application, or software (e.g., DocuSign). Each such electronic signature of a party shall be treated as an original as if personally signed by that party.

e. Construction. The terms "Seller" and "Buyer" whenever used in this Contract shall include the heirs, personal representatives, successors and assigns of the respective parties hereto; provided, however, that Buyer's right of assignment is restricted by the provisions hereof. Whenever used, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders. The term "including" as used herein shall in all instances mean "including, but not limited to". The headings in this Contract are intended solely for convenience of reference and shall be given no effect in the interpretation of this Contract. This Contract and any related instruments shall not be construed more strictly against one party than against the other by virtue of the fact that initial drafts may have been prepared by counsel for one of the parties, it being recognized that this Contract and any related instruments are the product of extensive negotiations between the parties hereto.

f. Severability and Waiver. Invalidation of any one Section or provision of this Contract by judgment or court order shall in no way affect any other Section or provision. Failure of any party to this Contract to insist on the full performance of any of its provisions by the other party (or parties) shall not constitute a waiver of such performance unless the party failing to insist on full performance of the provision declares in writing signed by it that it is waiving such performance. A waiver of any breach under this Contract by any party, unless otherwise expressly declared in writing, shall not be a continuing

waiver or waiver of any subsequent breach of the same or other provision of this Contract. The provisions of this Section shall survive the Closing.

g. Governing Law. The laws of the state in which the Property is located (without regard to conflicts of law) shall govern the validity, construction, enforcement and interpretation of this Contract.

h. No Recording. This Contract shall not be filed of record and Buyer agrees that recording the Contract in the public real property records shall constitute a default by Buyer.

i. Exhibits and Schedules. Any Exhibits and Schedules that are referenced in and/or attached to this Contract are incorporated in, and made a part of, this Contract for all purposes.

j. No Third-Party Beneficiary. This Contract is solely between Seller and Buyer and no other party shall be entitled to rely upon any provision hereof for any purpose whatsoever.

k. Limitation of Liability and Indemnification. Buyer expressly agrees that the obligations and liabilities of Seller under this Contract and any document referenced herein shall not constitute personal obligations of the officers, directors, employees, agents, trustees, partners, members, representatives, stockholders or other principals and representatives of Seller. Notwithstanding anything to the contrary, Seller's liability, if any, arising in connection with this Contract or with the Property shall be limited to Seller's interest in the Property for the recovery of any judgment against Seller, and Seller shall not be personally liable for any such judgment or deficiency after execution thereon. The limitations of liability contained in this subsection shall apply equally and inure to the benefit of Seller's present and future officers, directors, trustees, shareholders, agents and employees, and their respective heirs, successors and assigns. Seller acknowledges and agrees that any indemnity obligation of the Buyer set forth herein shall be to the extent permitted by applicable Virginia law.

l. Confidential Information. All of the Due Diligence Documents provided by Seller pursuant to this Contract (including any materials provided during the negotiations of the terms contained in this Contract) are collectively hereinafter referred to as "Confidential Information". By executing this Contract, Buyer (including, without limitation, its respective officers, partners, managers, members, directors, employees, counsel, consultants, brokers, agents, advisors, accountants, lenders and potential lenders) acknowledges and agrees that Buyer shall maintain the Confidential Information in confidence from the date the Confidential Information is delivered to Buyer and for a period of three (3) years from the Effective Date of this Contract. Further, Buyer agrees that Buyer shall not disclose any of the Confidential Information without Seller's prior written consent, except Buyer may release the Confidential Information to Buyer's employees, partners, attorneys, advisors, accountants, brokers, and lenders who have a reasonable need for such Confidential Information in connection with the transaction contemplated in this Contract, so long as such parties also agree to maintain the confidential nature of the Confidential Information. The provisions of this Section shall survive the Closing or termination of this Contract.

m. Title Exam Costs. Notwithstanding anything in this Contract to the contrary, if Buyer terminates this Contract pursuant to any termination right contained in Sections 5, 6 or 8 of this Contract, Buyer shall be solely responsible for the Title Exam Costs, and Buyer agrees that such Title Exam Costs will be automatically deducted from the Earnest Money upon receipt of Buyer's notice of termination.

EXECUTED by Buyer as of the Effective Date set forth above.

BUYER

CITY OF HARRISONBURG,
a Virginia municipal corporation

By: Alexander Banks, VI
Name: Alexander Banks, VI
Title: City Manager

[Signatures Continue On Following Page]

EXECUTED by Seller as of the Effective Date set forth above.

SELLER

7-ELEVEN, INC., a Texas corporation

Attest:

By: Tiffany Lewis

Name: Tiffany Lewis

Title: Assistant Secretary

By: Ivan Maskey

Name: Ivan Maskey

Title: Agent and Attorney-in-Fact

[End Signatures]

EXHIBIT A

Property Description

The Property is a portion of the real property located at 380 N. Mason Street in the City of Harrisonburg, Commonwealth of Virginia, and described as follows:

All of those lots or parcels of land located in Harrisonburg City, Virginia, and more particularly described as follows:

All that certain tract or parcel of land containing 50,836 square feet, more or less, situated at 380 North Mason Street, at the intersection of N. Mason Street and East Gay Street in the City of Harrisonburg, Virginia, and being Lot 3 on plat of "Plat Showing Division Parcel 1, Block C, H. H. & L Partnership Property" made by John M. Elkins, Jr., C.L.S., dated February 18, 1982 and last revised May 18, 1982, which is recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia in Deed Book 653, page 262.

Tax Parcel Number: 34-J-3

LESS AND EXCEPT any tract or parcel of land conveyed out of or removed from the above-described property as shown in the Binder.

EXHIBIT A-1

Depiction of the Property and Retained Parcel



EXHIBIT B

(Deed)

[Drafter will conform to applicable state requirements]

THIS DOCUMENT PREPARED BY:

[_____]

7-Eleven, Inc.

Legal Department

3200 Hackberry Road

Irving, Texas 75063

WHEN RECORDED MAIL TO

AND SEND FUTURE TAX STATEMENTS

To:

[_____]

[_____]

[_____]

[_____]

SPECIAL WARRANTY DEED

7-ELEVEN, INC., a Texas corporation, with a principal address of 3200 Hackberry Road, Irving, Texas 75063 ("Grantor"), **GRANTS, BARGAINS, CONVEYS AND SELLS** to **[BUYER NAME]**, a **[BUYER STATE AND TYPE OF ENTITY]**, with a principal address of **[INSERT BUYER'S ADDRESS]** ("Grantee"), for the sum of TEN AND NO/100 DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, the real property located in the **[CITY]**, **[COUNTY]**, **[STATE]** and more fully described on **Exhibit A** attached hereto and made a part hereof (the "Property"). For purposes of this Deed, the "Closing" shall mean the recordation of this Deed, fully-executed and acknowledged, in the official records of the County, and the "Closing Date" shall mean the date this Deed is so recorded.

TO HAVE AND TO HOLD the Property, with all and singular the rights, members and appurtenances thereof, belonging or in anywise appertaining, to Grantee, its successors and assigns, forever. GRANTOR, for itself and its successors, does covenant, promise and agree, to and with the Grantee, its successors and assigns, that Grantor is lawfully seized of said land in fee simple; that Grantor has good, right and lawful authority to sell and convey said land; 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 set forth above, and Grantor hereby **SPECIALLY WARRANTS AND AGREES TO FOREVER DEFEND** the Property against all persons lawfully claiming the same by, through or under it, but not otherwise,

SUBJECT TO (i) current taxes and assessments not yet delinquent and taxes and assessments for subsequent years; (ii) all covenants, conditions, restrictions, servitudes, liens, reservations, easements, rights-of-way, declarations, encumbrances and other matters of record or to which reference is made in the public records; (iii) zoning and other regulatory laws and ordinances affecting the Property; (iv) matters that would be disclosed by an accurate survey; (v) rights of tenants in possession (if any); and (vi) any plat affecting the Property ("Conditions").

The payment of current ad valorem taxes on the Property having been prorated to the date hereof, the payment thereof is assumed by Grantee.

Invalidation of any one provision herein by judgment or court order shall in no way affect any other provision.

The Property is sold and conveyed AS IS, WHERE IS, WITH ALL FAULTS, SUBJECT, HOWEVER, TO THE WARRANTIES OF TITLE SET FORTH IN THIS DEED. GRANTOR DOES NOT EXPRESSLY OR IMPLIEDLY WARRANT OR GUARANTEE THE CONDITION OF THE PROPERTY NOR ITS MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.

[INSERT DEED RESTRICTION FROM PSA]

BY ITS ACCEPTANCE OF THIS CONVEYANCE, GRANTEE AGREES AS FOLLOWS: PURSUANT TO SECTION 10 OF THE SALES CONTRACT, DATED _____, 20____, BY AND BETWEEN GRANTOR AND GRANTEE, SUBSECTIONS (A) THROUGH [(____)] BELOW SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON GRANTEE AND ITS SUBSIDIARIES, LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS AND ASSIGNS, AS APPLICABLE, INCLUDING, BUT NOT LIMITED TO, FUTURE OWNERS OF ALL (OR ANY PORTION) OF THE PROPERTY, AND INURE TO THE BENEFIT OF GRANTOR AND ITS SUBSIDIARIES, LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS AND ASSIGNS, AS APPLICABLE. THE INTENTION OF GRANTOR AND GRANTEE IS THAT SAID COVENANTS SHALL LAST IN PERPETUITY. IF REQUESTED BY GRANTOR, GRANTEE OR THE THEN OWNER(S) OF THE PROPERTY, BY ITS ACCEPTANCE OF A DEED FOR ALL OR A PORTION OF THE PROPERTY, AGREE TO EXECUTE SUCH DOCUMENTATION OR TAKE SUCH ACTION AS GRANTOR MAY REASONABLY REQUEST TO CONFIRM OR OTHERWISE GIVE EFFECT TO SUCH COVENANTS.

[PRIOR TO CLOSING DRAFTER WILL INSERT SECTION 10 OF THE SALES CONTRACT AND GLOBALLY REPLACE "SELLER" WITH "GRANTOR" AND "BUYER" WITH "GRANTEE." EACH INSERTED PARAGRAPH WILL HAVE A SUBSECTION DESIGNATION (a) THROUGH (____) AS STATED IN THE PARAGRAPH ABOVE REGARDING COVENANTS RUNNING WITH THE LAND.]

[ADD FOR SITES WITH EXXONMOBIL COVENANTS IN CHAIN OF TITLE:

This conveyance is made expressly subject to all covenants, restrictions, rights and reservations contained in the Special Warranty Deed between [ExxonMobil entity], as the grantor,

and the [buyer entity], as grantee, dated effective as of _____, recorded [recording info] that by their terms run with the land, including the Engineering and Institutional Controls, the Reservation of Access and the Maintenance of Records, each as set forth and defined in the Exxon Deed, which are incorporated herein by reference. Grantee expressly agrees to obtain from any purchaser, transferee, assignee, lessee or occupier the obligation to comply with the aforesaid covenants, restrictions, rights and reservations, which shall be for the benefit of [ExxonMobil entity], its subsidiaries, affiliates, legal representatives, successors and assigns.]

*[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE TO FOLLOW]*

IN WITNESS WHEREOF, Grantor has duly executed this deed this ____ day of _____, 20__ (the "Closing Date").

ATTEST:

By: _____
Name: _____
Title: Assistant Secretary

GRANTOR:

7-ELEVEN, INC., a Texas corporation

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared _____ and _____, as _____ and Assistant Secretary, respectively, of 7-Eleven, Inc., a Texas corporation, personally known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that the same was executed as the act of such corporation for the purposes and consideration therein expressed and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this ____ day of _____, 20__.

Notary Public
My Commission Expires: _____

EXHIBIT A

Property Description

EXHIBIT C

PROPRIETARY INFORMATION/DUE DILIGENCE DOCUMENTS

NONE.