ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "**Agreement**"), dated as of _____, 2011 is hereby entered into by and between _____ ("**Purchaser**"), Trigild Inc. through its authorized representatives, William J. Hoffman and Kelly A. McLaren (the "**Receiver**" or ("**Seller**"), not in its or their individual capacity, but solely in its and their capacity as the court appointed receiver over specific assets of All American Properties, Inc., f/k/a All American Plazas, Inc., a Pennsylvania corporation.

BACKGROUND

WHEREAS, on or September 27, 2010, the United States District Court for the Middle District of Pennsylvania (the "**Court**"), in Case No. 1:09-cv-00315 entered an Order Appointing the Receiver and Temporary Restraining Order (the "**Receiver Order**").

WHEREAS, pursuant to the Receiver Order, the Receiver is in possession and control of two (2) convenience store gas stations located at (a) US 22 and 322, Duncannon Pennsylvania ("**Clarks Ferry**"), and (b) 2210 Camp Swatara Road, Myerstown, Pennsylvania, including, but not limited to, the real and personal property associated therewith, accounts receivable, cash rents receipts, profits, income, revenues and all other payments under all leases (the "**Receivership Assets**").

WHEREAS, Purchaser desires to purchase certain of the Receivership Assets from Seller the Assets and Seller desires to sell, convey, assign, and transfer to Purchaser the Assets pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Assets will be sold pursuant to the terms of this Agreement and an order of the Court approving such sale and assignment under 28 U.S.C. §§ 2001, 2002 and 2004 .

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE I - DEFINITIONS

1.1 **Defined Terms**. As used herein, the terms below shall have the following meanings:

"Affiliate" shall have the same meaning as in the Bankruptcy Code.

"Assets" shall mean, other than the Excluded Assets, all right, title and interest that Seller possesses and has the right to transfer in and to all real property, fixtures and tangible personal property of the Seller of any and every kind, nature, character and description listed on Exhibit A, and the Motor Vehicles listed on Exhibit B. **[The Purchaser must mark on Exhibit "A" exactly which locations are covered by this Agreement.]**

"Auction" shall mean the sale that will occur pursuant to the terms and conditions of the Sale Motion.

"Broker" shall mean Annandale Real Estate.

"Court" shall mean the United States District Court for the Middle District of Pennsylvania.

"Excluded Assets" shall mean all of Seller's trade and other notes and accounts receivable, advance payments, deposits, prepaid items and expenses, rights of offset, credits and claims for refunds; all of Seller's claims, choses in action, causes of action and judgments; all of Seller's cash and cash equivalents; the ability to operate under the Pilot Agreement without written consent of Pilot and diesel equipment, dispenses, POS system diesel fuel and all other assets owned by Pilot under the Pilot Agreement.

"Liabilities" shall mean all liabilities and obligations of Seller whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due.

"Person" shall mean any individual, corporation, partnership, limited liability company, trust, association, joint venture or other entity of any kind whatsoever.

"Pilot" shall mean Pilot Travel Centers LLC.

"Pilot Agreement" shall mean for each station, a Pilot Equipment Lease and Thru-Put Agreement.

"Sale Approval Order" shall mean an order of the Court, certified by the clerk of the Court as a true and correct copy of such order, the form and substance or which is attached to the Sale Motion, approving this Sale Motion and the transactions contemplated herein, entered after a hearing conducted with adequate notice given relating to the sale of the Assets.

"Sale Motion" shall mean Motion of Receiver for (1) Entry of An Order (A) Establishing Asset Sale Procedures for the Sale of the Receivership Assets; (B) Scheduling the Auction ; (C) Scheduling a Sale Hearing; (D) Approving the Form and Manner of Notice Thereof, and (2) Entry of An Order (A) Authorizing and Approving Sale of the Receivership Assets Free and Clear of All Liens, Claims, Interests and Encumbrances, and (B) Authorizing the Distribution of Proceeds.

ARTICLE II - PURCHASE AND SALE AGREEMENT

2.1 **Transfer of Assets**. Upon the terms and subject to the conditions and provisions contained herein, at the Closing (as defined herein), Seller shall sell, convey, transfer, assign and deliver to Purchaser, and Purchaser shall acquire and accept from Seller, the Assets free and clear of all claims, interests, and encumbrances. Notwithstanding anything herein to the contrary, nothing in the Sale Approval Order or this Agreement will excuse or diminish any obligation of the Purchaser to comply with any environmental obligations imposed by any federal, state, or local governmental entity concerning any of the Assets.

2.2 **Excluded Assets**. Notwithstanding anything to the contrary contained herein, the Assets transferred pursuant to this Agreement shall not include, and Seller shall retain all its rights, title and interests (if any) in and to, and shall not sell, transfer, assign and deliver to Purchaser, any of the Excluded Assets.

2.3 **Excluded Liabilities**. Notwithstanding any other terms, provisions and conditions of this Agreement, Purchaser shall not assume, or otherwise be responsible or liable for or obligated with respect to, any Liabilities or obligations of Seller with respect to the Assets, whether actual or contingent, accrued or unaccrued, matured or unmatured, liquidated or unliquidated, or known or unknown, arising out of occurrences prior to the Closing Date; provided, however, the Assets are being sold "as is," "where is".

2.4 **Purchase Price**. Upon the terms and subject to the conditions set forth herein, Purchaser shall pay to Seller for the sale, transfer, assignment, conveyance and delivery of the Assets $_____ (the "**Purchase Price**"). The Purchase Price shall be paid as follows: (a) a deposit of $75,000 (the "**Initial Deposit**") in the form of a cashier's check payable to Trigild, Inc. or a wire transfer to Trigild, Inc., delivered concurrently with this Agreement; (b) a down payment of the aggregate of ten percent 10% of the Purchase Price, (the "**Purchase Price Deposit**"), via wire transfer or cashier's check, to be delivered within one (1) business day upon the selection of Purchaser as an eligible bidder at the Auction, and (c) the balance of the Purchase Price will be paid at the Closing by wire transfer of immediately available funds (to an account designated by Seller prior to the Closing). If this Agreement is terminated for any reason, the Purchase Price Deposit will be refunded or retained as provided in Article IX.

2.5 **Allocation of the Purchase Price**. Prior to the Closing, Purchaser shall deliver to Seller an allocation of the Purchase Price among the Assets (the "**Allocation**"). Such Allocation shall become part of this Agreement for all purposes. Seller and Purchaser agree to report, pursuant to § 1060 of the Internal Revenue Code and the regulations promulgated thereunder, if and when required, the Allocation of the Purchase Price, as adjusted, in a manner entirely consistent with such Allocation in the preparation and filing of all tax Returns (including IRS form 8594). Neither Seller nor Purchaser will take any action that would call into question the bona fide nature of such Allocation; and neither party shall take any position for tax purposes that is inconsistent with such Allocation, unless required to do so under applicable law. Notwithstanding the foregoing, the Allocation shall not be binding upon any person or entity that is not a party to this Agreement.

2.6 **"As Is, Where Is and With All Faults" Sale and Purchase**

(a) Reliance by Purchaser on Sale Approval Order. Purchaser will rely on the Sale Approval Order entered by the Court approving this Agreement and authorizing the sale of the Assets free and clear of all interests and on the terms and conditions set forth in the Sale Approval Order. Subject to the satisfaction of the conditions contained in Article VIII, Purchaser will accept the sale, conveyance, assignment, transfer and delivery of the Assets based on Purchaser's own inspection, examination and determination with respect thereto as to all matters, and, as further specified hereinafter, without reliance upon any express or implied representations or warranties of any nature made by or on behalf of, or imputed to, Seller, the Receiver and/or their respective authorized representatives with respect to the Assets. Any and all causes of action based upon any other representations and warranties of Seller contained in this Agreement, including but not limited

to those set forth in Article IV, shall terminate at Closing, and Purchaser shall have no claim against the sale proceeds.

(b) DISCLAIMER OF REPRESENTATIONS AND WARRANTIES BY SELLER. SELLER HAS NOT MADE AND IS NOT NOW MAKING, AND SELLER HEREBY SPECIFICALLY DISCLAIMS AND PURCHASER SPECIFICALLY WAIVES, ANY EXPRESS OR IMPLIED WARRANTY, GUARANTY OR REPRESENTATION OF ANY KIND OR CHARACTER, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (i) THE NATURE AND CONDITION OF THE ASSETS AND/OR THE OPERATIONS OF THE ASSETS, (ii) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, ACCESS, INGRESS OR EGRESS, LICENSE, RESERVATION, CONDITION OR ANY OTHER MATTER RELATING IN ANY WAY TO THE ASSETS, AND (iii) THE COMPLIANCE OF THE ASSETS OR THE OPERATION THEREOF WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENT OR OTHER AUTHORITY. SELLER HAS NOT MADE AND DOES NOT HEREBY MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO THE ASSETS OR THE CONDITION THEREOF, INCLUDING WITHOUT LIMITATION ANY REPRESENTATION OR WARRANTY REGARDING CONDITION, HABITABILITY, SUITABILITY, QUALITY OF CONSTRUCTION, WORKMANSHIP, SUITABILITY FOR DEVELOPMENT, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE, OR AS TO THE OPERATIONS OF THE ASSETS.

WITHOUT IN ANY MANNER LIMITING THE FOREGOING, SELLER MAKES NO WARRANTY, REPRESENTATION OR GUARANTY OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, WITH RESPECT TO THE ASSETS, INCLUDING BUT NOT LIMITED TO ANY WARRANTY, REPRESENTATION OR GUARANTY AS TO (I) ENVIRONMENTAL MATTERS RELATING TO THE ASSETS OR ANY PORTION THEREOF; (II) GEOLOGICAL CONDITIONS, INCLUDING, WITHOUT LIMITATION, SUBSIDENCE, SUBSURFACE CONDITIONS, WATER TABLE, UNDERGROUND WATER RESERVOIRS, LIMITATIONS REGARDING THE WITHDRAWAL OF WATER AND EARTHQUAKE FAULTS AND THE RESULTING DAMAGE OF PAST AND/OR FUTURE EARTHQUAKES; (III) WHETHER AND THE EXTENT TO WHICH THE ASSETS OR ANY PORTION THEREOF IS AFFECTED BY ANY STREAM (SURFACE OR UNDERGROUND), BODY OF WATER, WASH, FLOOD PRONE AREA, FLOOD PLAIN, FLOODWAY OR SPECIAL FLOOD HAZARD; (IV) DRAINAGE; (V) SOIL CONDITIONS, INCLUDING THE EXISTENCE OF INSTABILITY, PAST SOIL REPAIRS, SOIL ADDITIONS OR CONDITIONS OF SOIL FILL, OR SUSCEPTIBILITY TO LANDSLIDES, OR THE SUFFICIENCY OF ANY UNDERSHORING; (VI) ZONING TO WHICH THE ASSETS OR ANY PORTION THEREOF MAY BE SUBJECT; (VII) THE AVAILABILITY OF ANY UTILITIES TO THE ASSETS OR ANY PORTION THEREOF, INCLUDING, WITHOUT LIMITATION, WATER, SEWAGE, GAS AND ELECTRIC; (VIII) USAGES OF ADJOINING PROPERTY; (IX) ACCESS TO THE ASSETS OR ANY PORTION THEREOF; (X) THE VALUE, COMPLIANCE WITH THE PLANS AND

SPECIFICATIONS, SIZE, LOCATION, AGE, USE, DESIGN, QUALITY, DESCRIPTION, SUITABILITY, STRUCTURAL INTEGRITY, OPERATION, TITLE TO, OR PHYSICAL OR FINANCIAL CONDITION OF THE ASSETS OR ANY PORTION THEREOF, OR ANY INCOME, EXPENSES, OR CHARGES; (XI) THE PRESENCE OF HAZARDOUS WASTES OR TOXIC SUBSTANCES (AS DEFINED HEREINAFTER) IN, ON, UNDER, OR IN THE VICINITY OF THE ASSETS, (XII) THE CONDITION OR USE OF THE ASSETS OR COMPLIANCE OF THE ASSETS WITH ANY OR ALL PAST, PRESENT OR FUTURE FEDERAL, STATE OR LOCAL ORDINANCES, RULES, REGULATIONS OR LAWS, BUILDING, FIRE OR ZONING ORDINANCES, CODES OR OTHER SIMILAR LAWS; (XIII) THE EXISTENCE OR NON-EXISTENCE OF UNDERGROUND STORAGE TANKS; (XIV) ANY OTHER MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE ASSETS; (XV) THE POTENTIAL FOR FURTHER DEVELOPMENT OF THE ASSETS; (XVI) THE EXISTENCE OF VESTED LAND USE, ZONING OR BUILDING ENTITLEMENTS AFFECTING THE ASSETS, (XVII) THE MERCHANTABILITY OF THE ASSETS OR FITNESS OF THE ASSETS FOR ANY PARTICULAR PURPOSE (PURCHASER AFFIRMING THAT PURCHASER HAS NOT RELIED ON SELLER'S SKILL OR JUDGMENT TO SELECT OR FURNISH THE ASSETS FOR ANY PARTICULAR PURPOSE, AND THAT SELLER MAKES NO WARRANTY THAT ANY OF THE ASSETS ARE FIT FOR ANY PARTICULAR PURPOSE); OR (XVIII) TAX CONSEQUENCES (INCLUDING, BUT NOT LIMITED TO, THE AMOUNT, USE OR PROVISIONS RELATING TO ANY TAX CREDITS).

PURCHASER ACKNOWLEDGES THAT PURCHASER IS RELYING SOLELY ON ITS OWN INDEPENDENT INVESTIGATION, INSPECTION, EXAMINATION, REVIEW AND DETERMINATION OF AND WITH RESPECT TO THE ASSETS AND ANY AND ALL MATTERS RELATED OR INCIDENTAL THERETO, AND IS NOT RELYING ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER OR ANY OTHER PARTY. SELLER SHALL NOT BE DEEMED TO HAVE MADE ANY EXPRESS OR IMPLIED REPRESENTATION, WARRANTY OR GUARANTY REGARDING THE TRUTH, ACCURACY OR COMPLETENESS OF ANY DOCUMENTATION OR INFORMATION PROVIDED TO PURCHASER BY SELLER OR BY ANY OTHER PERSON. PURCHASER FURTHER ACKNOWLEDGES THAT ANY INFORMATION PROVIDED WITH RESPECT TO THE ASSETS WAS OBTAINED FROM A VARIETY OF SOURCES AND SELLER (A) HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION, AND (B) HAS NOT MADE, AND DOES NOT AND WILL NOT MAKE, ANY EXPRESS OR IMPLIED, ORAL OR WRITTEN, REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. SELLER SHALL HAVE NO LIABILITY TO PURCHASER OR TO ANY OTHER PERSON RELATING TO THE ACCURACY OF ANY DOCUMENTATION OR INFORMATION PROVIDED TO PURCHASER, OR FOR ANY ERRORS OR OMISSIONS CONTAINED THEREIN.

(c) <u>SALE "AS IS, WHERE IS AND WITH ALL FAULTS"</u>. PURCHASER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER OR ANY AGENT OF SELLER OR THE RECEIVER, AND PURCHASER ACKNOWLEDGES THAT NO

SUCH REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE. PURCHASER REPRESENTS THAT IT IS A KNOWLEDGEABLE, EXPERIENCED AND SOPHISTICATED PERSON WITH RESPECT TO TRANSACTIONS OF THE KIND COMTEMPLATED IN THIS AGREEMENT WITH RESPECT TO PROPERTY LIKE THE ASSETS, AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF ITS CONSULTANTS IN DETERMINING TO ENTER INTO THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT AND TO PURCHASE THE ASSETS. UPON CLOSING, PURCHASER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY PURCHASER'S DUE DILIGENCE, INSPECTIONS AND INVESTIGATIONS, AND PURCHASER HEREBY WAIVES ANY CLAIM PURCHASER MAY HAVE, NOW OR IN THE FUTURE IN CONNECTION WITH ANY SUCH ADVERSE MATTERS, INCLUDING, WITHOUT LIMITATION, ANY RIGHT OF CONTRIBUTION. AT CLOSING, SELLER SHALL SELL THE ASSETS, AND PURCHASER SHALL ACCEPT THE ASSETS, IN THEIR PRESENT CONDITION, "AS IS, WHERE IS AND WITH ALL FAULTS". PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE ASSETS BY SELLER, ANY AGENT OF SELLER, THE RECEIVER OR ANY OTHER THIRD PARTY. THE TERMS AND CONDITIONS OF THIS SECTION SHALL EXPRESSLY SURVIVE THE CLOSING, AND SHALL NOT MERGE WITH THE PROVISIONS OF ANY CLOSING DOCUMENTS. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE ASSETS FURNISHED BY ANY BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON, UNLESS THE SAME ARE SPECIFICALLY SET FORTH OR REFERRED TO HEREIN. PURCHASER ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS THE "AS IS, WHERE IS AND WITH ALL FAULTS" NATURE OF THE SALE, AND ANY FAULTS, LIABILITIES, DEFECTS OR OTHER ADVERSE MATTERS THAT MAY BE ASSOCIATED WITH THE ASSETS. PURCHASER HAS FULLY REVIEWED THE DISCLAIMERS, ASSUMPTIONS AND WAIVERS SET FORTH IN THIS AGREEMENT WITH ITS COUNSEL AND UNDERSTANDS THE SIGNIFICANCE AND EFFECT THEREOF. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS ARTICLE II AND IN PARTICULAR THIS SECTION 2.8 ARE AN INTEGRAL PART OF THIS AGREEMENT AND THAT SELLER WOULD NOT HAVE AGREED TO SELL THE ASSETS TO PURCHASER FOR THE PURCHASE PRICE SET FORTH HEREIN WITHOUT SUCH PROVISIONS.

INTERESTED PERSONS ACKNOWLEDGE THAT A SECURED PARTY HAS CONDUCTED ENVIROMENTAL TESTING AND HAS TANK SOIL AND/OR GROUNDWATER TEST ANALYTICAL TESULTS ON VARIOUS PROPERTIES OWNED BY THE DEBTOR (THE "PROPERTIES"). INTERESTED PERCHASERS ACKNOWLEDGE THAT ACTUAL SITE CONDITIOS MAY CHANGE WITH TIME, HIDDEN CONDITIONS (NOT DISCOVERABLE WITHIN THE SCOPE OF THE WORK THAT WAS PERFORMED) MAY EXIST AT THE PROPERTIES, AND THE SCOPE OF THE INVESTIGATION WAS LIMITED BY TIME, BUDGET AND/OR OTHER

CONSTRAINTS IMPOSED. INTERESTED PERSONS FURTHER ACKNOWLEDGE AND AGREE THAT THE DELIVER OF SUCH INFORMATION IS WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND AS TO ACCURACY, COMPLETENESS, OR RELIABILITY THEREOF, AND THAT RELIANCE BY ANY INTERESTED PERSON THEREON IS AT ITS SOLE DISCRETION AND EXCLUSIVE RISK.

(d) Definition of "Hazardous Wastes or Toxic Substances". As used herein, the term "**Hazardous Wastes or Toxic Substances**" means any hazardous, toxic or dangerous waste, substance or material, pollutant or contaminant, as defined for purposes of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9601 et seq.), as amended ("**CERCLA**"), or the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), as amended ("**RCRA**"), or any other federal, state or local law, ordinance, rule or regulation applicable to the Assets, or any substance which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, or any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons, polychlorinated biphenyls (pcbs), radon gas, urea formaldehyde, asbestos, lead or electromagnetic waves.

2.7 Matters of Receivership. Notwithstanding anything to the contrary in this Agreement:

(a) Receipt of Receiver Order. Purchaser acknowledges that the Receivership Assets are not owned by the Receiver, but are subject to the possession and control of the Receiver pursuant to an Order Appointing Receiver and Temporary Restraining Order (the "**Receiver Order**")entered by the United States District Court for the Middle District of Pennsylvania (the "**Court**"), which has been provided to the Purchaser in the electronic data room of the Broker.

(b) Consultation with Counsel. Purchaser agrees and acknowledges that neither the Receiver nor its officers, directors, attorneys, employees, consultants, brokers or agents are authorized to provide Purchaser with legal advice relating to the Receiver Order or this transaction, and Purchaser has the opportunity to consult with its own attorney.

(c) Sale Subject to Sale Approval Order. Purchaser agrees and acknowledges that this Agreement and the purchase and sale of the Receivership Assets is subject to the terms and conditions of the Sale Motion and the approval of the Court.

ARTICLE III - CLOSING

3.1 **Closing**. Upon the terms and conditions set forth herein and in the Sale Approval Order, the closing of the transactions contemplated herein (the "Closing") shall be held at the offices of Pepper Hamilton LLP, 100 Market Street, Harrisburg, Pennsylvania 17101, on the date that is no later than thirty-five (35) days after the date upon which the Sale Approval Order is entered by the Court. The date on which the Closing occurs in accordance with the previous sentence is referred to as the "**Closing Date**."

3.2 **Conveyances at Closing**. At the Closing, and in connection with effecting and consummating the Closing, including, without limitation, the sale and purchase of the Assets and the

delivery of the balance of the Purchase Price, Seller and Purchaser shall, on the Closing Date, deliver (or cause to be delivered) the following:

(a) Instruments. Seller shall deliver to Purchaser:

(i) one or more bills of sale conveying all of the personal property Assets, substantially in the form attached hereto as Exhibit C

(ii) a copy of the Sale Approval Order; and

(iii) a Deed for all real property Assets in the form attached hereto as Exhibit D.

(b) Form of Instruments. To the extent that a form of any document to be delivered hereunder is not attached as an exhibit hereto, such documents shall be in form and substance, and shall be executed and delivered in a manner, reasonably satisfactory to Purchaser and Seller.

(c) Payment of the Purchase Price. Upon the terms and subject to the satisfaction of the conditions contained in this Agreement, in consideration of the aforesaid sale, assignment, conveyance, transfer and delivery of the Assets, Purchaser will pay or cause to be paid to Seller at the Closing, the balance of the Purchase Price set forth in Section 2.5 by wire transfer of immediately available funds.

3.3. **Other Closing Matters**. Each of the parties shall use their reasonable efforts to take such other actions required hereby to be performed by it prior to or on the Closing Date.

3.4 **Other Offers at Auction**. The parties acknowledge that the Court is being asked to authorize an auction of the Assets (the "Auction") and that this Agreement is subject to higher and better offers.

3.5 **Closing Costs and Other Expenses of the Transaction**. Each party hereto will bear its own costs, fees, and Court approved expenses incident to its negotiation and preparation of this Agreement and to its performance and compliance with all agreements contained herein on its part to be performed, including the fees, expenses, and disbursements of its respective professionals; provided, however, that any other provision in this Agreement to the contrary notwithstanding, the costs and expenses of the transactions contemplated by this Agreement shall be borne and paid as follows:

(a) Seller shall pay only Seller's attorneys fees incurred in connection with this Agreement; and

(b) Purchaser shall pay all of the following costs and expenses arising out of or in connection with the Closing under this Agreement or the transactions contemplated hereby: (i) all title insurance commitment fees and title insurance costs and premiums; (ii) any survey costs; (iii) any escrow fees; (iv) any transfer taxes; (v) all recording fees; (vi) all Closing fees charged by the Title Company; (vii) all costs of due diligence conducted by Purchaser; (viii) Purchaser's attorneys' fees; and (ix) its pro-rata share of real and personal property taxes for the 2011 tax year.

ARTICLE IV - REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Purchaser that the statements contained in this Article IV are correct and complete as of the date of this Agreement, subject to the entry of the Sale Approval Order by the Bankruptcy Court.

4.1 **Authorization of Seller**. Subject to the Receiver obtaining Court approval to enter into this Agreement, the Seller has all necessary power and authority to enter into this Agreement and has taken all action necessary, to execute and deliver this Agreement, to consummate the transactions contemplated hereby and to perform its obligations hereunder, and no other corporate proceedings on the part of Seller are necessary to authorize the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby. Subject to the Receiver obtaining Court approval to enter into this Agreement, this Agreement and each agreement or instrument that has been or shall be entered into or executed and delivered by Seller in connection with the transactions contemplated hereby has been (or will be) duly executed and delivered by Seller and is (or will be when authorized, executed and delivered) a valid and binding obligation of Seller, enforceable against it in accordance with its terms (except to the extent that enforcement may be affected by applicable bankruptcy, reorganization, insolvency and similar laws affecting creditors' rights and remedies and by general principles of equity (regardless of whether enforcement is sought at law or in equity)).

4.2 **No Violation**. Subject to the Receiver obtaining Bankruptcy Court approval to enter into this Agreement, the execution and delivery of this Agreement and the other agreements specified herein and the consummation of the transactions contemplated hereby and thereby do not and will not conflict with or violate any statute or law, or any judgment, decree, order, regulation or rule of any court or governmental authority, binding upon or applicable to Seller or by which the Assets are bound or affected.

4.3 **Governmental Consents and Approvals**. Except for the Sale Approval Order, no consent, waiver, agreement, approval, permit or authorization of, or declaration, filing, notice or registration to or with, any United States federal or state, local or foreign governmental or regulatory authority is required to be made or obtained by Seller in connection with the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby or thereby; provided, however, if the Purchaser intends to operate (a) under the Pilot brand, it must have approval from Pilot Travel Center LLC to so operate, and/or (b) a subway franchise at the Clarks Ferry location it must have approval of the franchisor to so operate.

4.4 **Assets**. Subject to approval by the Court Seller can deliver (or will have as of the Closing) good title to the Assets, free and clear of all interests.

ARTICLE V - REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Seller that the statements contained in this Article V are correct and complete as of the date of this Agreement.

5.1 **Organization of Purchaser**. Purchaser is validly existing and in good standing under the laws of the State of_____. In addition, the Purchaser represents and warrants that it has

no relationship to and is not an affiliate of All American Properties, Inc., All American Plazas, Inc., a Delaware corporation, Frank Nocito or any other current or past equity holder of All American Properties, Inc. or All American Plazas, Inc.

5.2 **Authorization**. Purchaser has all necessary corporate power and authority to enter into this Agreement and has taken all corporate action necessary, to execute and deliver this Agreement, to consummate the transactions contemplated hereby and to perform its obligations hereunder, and no other corporate proceedings on the part of Purchaser are necessary to authorize the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby. This Agreement and each agreement or instrument that has been or shall be entered into or executed and delivered by Purchaser in connection with the transactions contemplated hereby has been (or will be) duly executed and delivered by Purchaser and is (or will be when authorized, executed and delivered) a valid and binding obligation of Purchaser, enforceable against it in accordance with its terms (except to the extent that enforcement may be affected by applicable bankruptcy, reorganization, insolvency and similar laws affecting creditors' rights and remedies and by general principles of equity (regardless of whether enforcement is sought at law or in equity)).

5.3 **No Violation**. The execution and delivery of this Agreement and the other agreements specified herein and the consummation of the transactions contemplated hereby and thereby do not and will not (a) violate any provision of any organizational documents of Purchaser or (b) conflict with or violate any statute or law, or any judgment, decree, order, regulation or rule of any court or governmental authority, binding upon or applicable to Purchaser or by which the property or assets of Purchaser are bound or affected.

5.4 **Governmental Consents and Approvals**. Other than the Sale Approval Order, no consent, waiver, agreement, approval, permit or authorization of, or declaration, filing, notice or registration to or with, any United States federal or state governmental or regulatory authority is required to be made or obtained by Purchaser in connection with the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby or thereby.

5.4 **Financial Resources.** Purchaser has the financial resources to consummate the transaction contemplated by this Agreement and to pay the Purchase Price and the additional amount to be bid at the Auction. Purchaser either has cash on hand or pursuant to a committee financing agreement, which does not contain any material qualification to the proposed lender's obligation to advance funds to Purchaser to satisfy all of the obligations under this Agreement and any additional amount to be bid at the Auction.

ARTICLE VI - ADDITIONAL COVENANTS

Seller and Purchaser covenant and agree with each other that from the date hereof through the Closing:

6.1 **Consents and Reasonable Efforts**. Each of the parties hereto covenants and agrees, upon the terms and subject to the conditions contained herein, to pursue diligently and in good faith and use all reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated hereby.

ARTICLE VII - CONDITIONS TO SELLER'S OBLIGATIONS

The obligations of Seller to sell the Assets and to consummate the transactions contemplated hereby are subject to the satisfaction on or prior to the Closing Date, of each of the following conditions, any of which may be waived (in whole or in part) by Seller in accordance with Section 10.7 hereof:

7.1 **Entry of Sale Approval Order**. The Sale Approval Order shall have been entered by the Court and shall not have been stayed.

7.2 **Litigation**. There shall not be any judgment, decree, injunction, order or ruling in effect preventing the consummation of the transactions contemplated by this Agreement.

7.3 **Covenants and Representations**. Purchaser shall have performed in all material respects all agreements and covenants required hereby to be performed by Purchaser prior to or at the Closing Date.

7.4 **Deliveries**. On or prior to the Closing Date, Purchaser shall have delivered to Seller all of the following: (a) the Purchase Price provided for in Section 2.5; and (b) such other documents or instruments as Seller or its counsel may reasonably request to effect the transactions contemplated hereby.

ARTICLE VIII - CONDITIONS TO PURCHASER'S OBLIGATIONS

The obligations of Purchaser to purchase the Assets and to consummate the transactions contemplated hereby are subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions, any of which may be waived (in whole or in part) by Purchaser in writing:

8.1 **Entry of Sale Approval Order.** The Sale Approval Order shall have been entered by the Court. The Sale Order shall authorize the sale of the Assets free and clear of claims, encumbrances and interests, shall find that it has jurisdiction to enter the Sale Order, all notices to any party with an interest recorded lien or interest in the Assets, the applicable taxing authorities and All American Properties, Inc. have been duly and timely given and that Purchaser will be deemed a "good faith Purchaser."

8.2 **Litigation**. There shall not be any judgment, decree, injunction, order or ruling in effect preventing the consummation of the transactions contemplated by this Agreement.

8.3 **Covenants and Representations**. Seller shall have performed in all material respects all agreements and covenants required hereby to be performed by Seller prior to or at the Closing Date, and the representations and warranties of Seller in Article IV shall be true and correct in all material respects as of the Closing Date as if made on such date, unless such representation or warranty speaks expressly as of a particular date.

8.4 **Instruments of Conveyance, Certificates**. Seller shall have executed (as applicable) and delivered to Purchaser all of the documents provided for in Section 3.2(a).

ARTICLE IX - TERMINATION

9.1 **Termination**. This Agreement may be terminated prior to the Closing: (a) by Purchaser if one or more of the conditions to Purchaser's obligations set forth in Article VIII are not satisfied; (b) by Seller if one or more of the conditions to Seller's obligations set forth in Article VII are not satisfied.

9.2 **In the Event of Termination; Remedies**. In the event of termination of this Agreement pursuant to Section 9.1:

(a) each party shall return all documents, work papers and other material of any other party relating to the transactions contemplated hereby, whether obtained before or after the execution hereof, to the party furnishing the same;

(b) except as expressly provided otherwise herein, all obligations of the parties hereto under this Agreement shall terminate and there shall be no liability of any party hereto to any other party and each party hereto shall bear its own expenses incurred in connection with the negotiation, preparation, execution and performance of this Agreement; and

(c) Purchaser and Seller shall cause the Purchase Price Deposit to be released to Purchaser or retained by Seller, as the case may be, pursuant to the following terms, which shall constitute the exclusive remedies for breach of this Agreement:

(i) If Seller has satisfied all of its obligations under Article VII hereof (with the exception of any such obligations that Purchaser has waived) and terminates this Agreement due to Purchaser's failure to satisfy Purchaser's obligations under Sections 7.3 or 7.4 hereof, Seller shall be entitled to retain the Purchase Price Deposit and specifically reserves the right to pursue the Purchaser for any other actual damages, including attorneys fees and expenses caused by the Purchaser's breach.

(ii) If this Agreement is terminated for any reason and the requirements of Section 9.2(c)(i) are not met, the Seller shall promptly return the Purchase Price Deposit to the Seller.

ARTICLE X-MISCELLANEOUS

10.1 **Assignment; Successors**. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by any party without the prior written consent of the other party to this Agreement, except that Purchaser may assign its rights and obligations under this Agreement to any Affiliate. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, and no other Person shall have any right, benefit or obligation hereunder.

10.2 **Notices**. All notices, requests, demands and other communications that are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; when transmitted if transmitted by facsimile, upon receipt of facsimile delivery confirmation; the date after it is sent, if sent for next day delivery to a domestic

address by recognized overnight delivery service (e.g., Federal Express); and upon receipt, if sent by certified or registered mail, return receipt requested. In each case notice shall be:

If to Seller, addressed to:

Trigild, Inc.
12707 High Bluff Drive, Suite 300
San Diego, CA 92130
Attn: Fernando Landa, Esq.

With a copy to:

Stephen Moniak, Esq.
Rhoads & Sinon, LLP
One South Market Square
P.O. Box 1146
Harrisburg, PA 17108-1146

If to Purchaser, addressed to:

With a copy to:

Attorneys for Purchaser:

or to such other place and with such other copies as either party may designate as to itself by written notice to the others.

10.3 **Choice of Law**. This Agreement shall be construed and interpreted, and the rights of the parties determined in accordance with, the laws of the Commonwealth of Pennsylvania. Each party irrevocably consents to the service of any and all process in any action or proceeding arising out of or relating to this Agreement by the mailing of copies of such process to each party at its address specified in Section 10.2. The parties hereto irrevocably submit to the exclusive jurisdiction of the Court (or any court exercising appellate jurisdiction over the Court) over any dispute arising out of or relating to this Agreement or any other agreement or instrument contemplated hereby or entered into in connection herewith or any of the transactions contemplated hereby or thereby and any such dispute shall be deemed to have arisen in the Commonwealth of Pennsylvania. Each party hereby irrevocably agrees that all claims in respect of such dispute or proceedings may be heard and determined in such courts. The parties hereby irrevocably waive, to the fullest extent permitted by

applicable law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum in connection therewith.

10.4 **Entire Agreement; Amendments and Waivers**. This Agreement, together with all exhibits and schedules attached or to be attached hereto, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties; provided that the forms of documents attached hereto as exhibits shall be superseded by the copies of such documents by the parties thereto to be conclusive evidence of such parties' approval of any change or modification or waiver of this Agreement shall be binding unless executed in writing by or on behalf of the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

10.5 **Construction**. The headings and captions of the various Articles and Sections of this Agreement have been inserted solely for purposes of convenience, are not part of this Agreement, and shall not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Agreement. Unless stated to the contrary, all references to Articles, Sections paragraphs or clauses herein shall be to the specified Article, Section, paragraph or clause of this Agreement, and all references to exhibits and schedules shall be to the specified exhibits and schedules attached hereto. All exhibits and schedules attached are made a part hereof. All terms defined herein shall have the same meaning in the exhibits and schedules, except as otherwise provided therein. All references in this Agreement to "this Agreement" shall be deemed to include the exhibits and schedules attached hereto. The terms "hereby", "hereto", "hereunder" and any similar terms as used in this Agreement, refer to this Agreement in its entirety and not only to the particular portion of this Agreement where the term is used. Wherever in this Agreement the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require.

10.6 **Third Party Beneficiaries**. No Person other than the parties hereto, shall have any rights or claims under this Agreement; provided, however, nothing herein shall impair or otherwise affect any rights or interests of AA Clarks Ferry FMAC 2000, LP or AA Frystown FMAC 2000, LP.

10.7 **No Waiver**. The failure of either party hereto to seek redress for any breach, or to insist upon the strict performance, of any covenant or condition of the Agreement by the other shall not be, or be deemed to be, a waiver of the breach or failure to perform, nor prevent a subsequent act or omission in violation of, or not strictly complying with, the terms hereof from constituting a default hereunder.

10.8 **Multiple Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.9 **Invalidity**. In the event that any one or more of the provisions, or any portion thereof, contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality or unenforceability shall not affect any other provision, or any portion thereof, of this Agreement or any other such instrument.

10.10 **Cumulative Remedies**. All rights and remedies of either party hereto are cumulative of each other and of every other right or remedy such party may otherwise have at law or in equity, and the exercise of one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies.

10.11 **Representation by Counsel; Mutual Negotiation**. Each party has been represented by counsel of its choice in negotiating this Agreement. This Agreement shall therefore be deemed to have been negotiated and prepared at the joint request, direction and construction of the parties, at arm's length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any party.

10.13 **Waiver of Jury Trial. PURCHASER AND SELLER WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, OR COUNTERCLAIM THAT RELATES TO OR ARISES OUT OF OR RELATES TO THIS AGREEMENT OR ANY OF THE ASSETS.**

IN WITNESS WHEREOF, the parties hereto have caused this Asset Purchase Agreement to be executed by their respective duly authorized officers as of the day and year first above written.

SELLER:
RECEIVER
TRIGILD, INC.

By: _____
Name: _____
Title: Authorized Representative

PURCHASER:
_____

By: _____
Name:
Title:

EXHIBIT A

[Designate items subject to bid]

Seller's real property, improvements, and personal property located at:
US 22 and 322, Duncannon, Pennsylvania

Bid Amount:$_____

Seller's real property, improvements, and personal property located at:
2210 Camp Swatara Road, Myerstown, Pennsylvania

Bid Amount:$_____

Motor Vehicles: Circle and indicate Bid Amount on Subsequent Page

EXHIBIT B
MOTOR VEHICLES

1991 International 2500 Series	Bid Amount $_____
1987 Ford 350 Cube	Bid Amount $_____
1987 Ford F350 Dump	Bid Amount $_____
1990 Ford F 350	Bid Amount $_____
1991 Freightliner Tractor	Bid Amount $_____
1993 Ford F150 Pickup	Bid Amount $_____
1997 Ford F250	Bid Amount $_____
1997 Ford Expedition	Bid Amount $_____
1999 Chevrolet 3500 Box Van	Bid Amount $_____
2004 Ford Taurus	Bid Amount $_____
2004 Ford Explorer	Bid Amount$_____
2004 Ford F250	Bid Amount $_____
2004 Ford Explorer	Bid Amount $_____
2005 Ford F150	Bid Amount $_____
2005 Ford Econoline	Bid Amount$_____

EXHIBIT C
BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT, is made and delivered this ___ day of _____, 2011, by Trigild Inc. through its authorized representatives, William J. Hoffman or Kelly A. McLaren (the "**Receiver**"), not in its or their individual capacity, but solely in its and their capacity as the court appointed receiver over specific assets of All American Properties, Inc., f/k/a All American Plazas, Inc., a Pennsylvania corporation ("**Seller**"), to_____, a _____ corporation ("**Purchaser**").

WHEREAS, for good and valuable consideration, Seller has agreed to transfer and assign to Purchaser, and Purchaser has agreed to accept and take from Seller, all of Seller's right, title and interest in and to the Assets, as such term is defined in that certain Asset Purchase Agreement (the "**Purchase Agreement**") by and between Purchaser and Seller dated as of _____ ___, 2011 (the "**Assets**"). All capitalized terms not herein defined shall have the same meanings as set forth in the Purchase Agreement.

NOW, THEREFORE, pursuant to the consideration set forth above, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Conveyance. Seller hereby assigns, transfers, conveys and delivers to Purchaser all of the right, title and interest of Seller in and to the Assets.

2. Representation and Warranty. OTHER THAN AS SET FORTH IN THE AGREEMENT, THE ASSETS ARE BEING SOLD WITHOUT ANY REPRESENTATION OR WARRANTY INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. Undertakings. If, subsequent to the date hereof, any property that is part of the Assets herein conveyed comes into possession of Seller, Seller shall promptly deliver the same to Purchaser.

4. Governing Law. This Bill of Sale and Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflicts of laws principles.

IN WITNESS WHEREOF, the undersigned has caused this Bill of Sale and Assignment to be executed and delivered as of the date first above written.

SELLER:
RECEIVER
TRIGILD, INC.

By: _____
Name: _____
Title: _____

EXHIBIT D
DEED

#14321904 v3 (128542.39)