

Premises: 1947 E. Lincoln Highway  
Coatesville, Caln Twp.,  
Chester County, Pennsylvania

### LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made this \_\_\_\_ day of \_\_\_\_\_, 2009 (the "Effective Date"), between WAWA, INC., a New Jersey corporation, having a place of business at 260 West Baltimore Pike, Wawa, Pennsylvania 19063 ("Landlord"), and \_\_\_\_\_, a \_\_\_\_\_, with a mailing address at \_\_\_\_\_ and with a (Social Security Number/Tax Identification Number of \_\_\_\_\_ ("Tenant").

### WITNESSETH

**1. PREMISES**

In consideration of the rents, covenants and agreements contained in this Lease, Landlord leases to Tenant, and Tenant rents from Landlord, that certain property located at 1947 East Lincoln Highway (1947 South Caln Road), in the City of Coatesville, Township of Caln, County of Chester, Commonwealth of Pennsylvania as more particularly described on Exhibit A attached hereto and incorporated herein (the "Leased Premises").

**2. TERM**

The term of this Lease and Tenant's obligation to pay rent hereunder shall commence on the Effective Date (the "Commencement Date"), and terminate on the last day of the fifth (5<sup>th</sup>) consecutive "lease year". Such term shall be called the "original term".

**3. OPTIONS TO EXTEND THE TERM**

Tenant shall have the right to renew this Lease for two (2) additional five (5) years each from the date upon which it would otherwise expire, on the same terms and condition as those specified in this Lease. Tenant shall notify Landlord of its election to exercise its option to extend the term by providing to Landlord at least ninety (90) days prior written notice.

**4. MINIMUM RENT; SECURITY DEPOSIT**

(a) Minimum Rent. Tenant shall pay to Landlord, by certified check or ACH wire transfer to Landlord's Bank Account (as defined below), minimum rent for the term of this Lease in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ .00) per month, in advance, without demand and without set-off on the first day of each calendar month during the term of this Lease, Tenant acknowledging that minimum rent shall be the sum of the highest bid at an auction conducted by Traiman, Inc., plus a bidder's premium of ten percent (10%). If Tenant shall fail to pay any installment within ten (10) days of its due date, Tenant shall pay a late payment charge equal to ten percent (10%) of any installment not paid when due to reimburse Landlord for its additional administrative costs. Any such amount past due may also bear interest in accordance with paragraph 26 of this Lease. If the Commencement Date is a day other than the first day of a calendar month, the Tenant shall pay, on the Commencement Date, and the first day of the last partial calendar month of the term, a pro rata portion of the monthly installment of rent, prorated on a per diem basis. The name of Landlord's banking institution, the bank's ACH routing number and Landlord's bank account number ("Landlord's Bank Account") are set forth on Schedule 3 attached hereto.

(b) Security Deposit. Tenant shall deposit with Landlord an amount equal to Twenty-five Thousand Dollars (\$25,000.00), to be retained by Landlord, without interest, and not in trust or a separate account, as security for the faithful performance and observance by Tenant of all the covenants and conditions of this Lease. In the event Tenant defaults in any of its obligations under this Lease, Landlord may apply the whole or any part of said security deposit on account of unpaid Rent hereunder and any expenditures made by Landlord by reason of Tenant's default. Unless and to the extent the security deposit shall be so applied by Landlord, it shall be refunded to Tenant within thirty (30) days following the end of the term of this Lease.

## 5. TAXES

Tenant shall pay, as additional rent to Landlord, all real estate taxes, ad valorem taxes and assessments, general and special assessments, taxes on real estate rental receipts, business operation taxes, or any other tax imposed upon or levied against the real estate or upon owners of real estate as such rather than persons generally, or payments made to federal, state or local governmental authorities by Landlord in lieu of any such taxes or assessments, paid or payable with respect to the Leased Premises, together with the reasonable costs of any negotiation, contest or appeal pursued by Landlord in an effort to reduce any such tax, assessment or charge (hereinafter the foregoing being, collectively, called the "Taxes"). Such taxes shall be paid by Tenant in equal monthly installments as are estimated and billed for by Landlord for each calendar year during the term of the Lease, equal to one-twelfth (1/12) of the amounts, each such installment being due on the first day of each month of the term of the Lease.

Tenant shall be solely responsible for business use and occupancy taxes, if applicable.

## 6. INSURANCE

(a) Types. At its expense, Tenant shall maintain and keep in effect throughout the term (i) insurance against claims for personal injury including death or property damage under a policy of general public liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) and an umbrella policy of at least Four Million Dollars (\$4,000,000); (ii) plate glass insurance; (iii) all risk casualty insurance, written at replacement cost value and with replacement cost endorsement, covering all of Tenant's personal property in the Leased Premises (including, without limitation, inventory, trade fixtures, floor coverings, furniture, equipment and other property removable by Tenant under the provisions of this Lease) and all leasehold improvements installed in the Leased Premises by Tenant; (iv) if and to the extent required by law, worker's compensation or similar insurance in form and amounts required by law; (v) Tenant shall require any contractor performing any work on the Leased Premises to carry and maintain a comprehensive general liability insurance policy with deductibles acceptable to Landlord, including, but not limited to, contractor's liability with a combined single limit coverage of not less than One Million Dollars (\$1,000,000) and worker's compensation or similar insurance. Any and all deductibles under the policies required hereunder are the sole responsibilities of Tenant. All insurance shall be primary without right of contribution of any other insurance carried by Landlord.

Tenant shall indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with the loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon, or on the Leased Premises, or from the occupancy or use by Tenant of the Leased Premises, entire premises or any part thereof, or occasioned wholly or in part by any action or omission of Tenant, its agents, contractors, employees, servants, licensees, permittees or concessionaires. The indemnification rights created herein shall remain in full force and effect until the statute of limitations has run on the acts or omissions giving rise to the need for indemnification and shall survive termination of this Lease.

(b) **Insured Parties.** The policies of insurance described in subparagraph (a)(i) above shall name Landlord, its officers, directors, agents and affiliates as the insured parties, and in addition, the policies of insurance respecting the risks covered in (a)(i) and (a)(iii) above shall contain a standard mortgagee endorsement in favor of the holder of any mortgage which may at any time hold a lien upon the property. The policies of insurance described in subparagraph (a)(ii) above shall name both Landlord and Tenant as the insured parties.

(c) **Insurers.** Each policy shall provide that it shall not be cancelable without thirty (30) days prior written notice to Landlord and Tenant; each policy shall be issued by an insurer of recognized responsibility, licensed to do business in the Commonwealth of Pennsylvania and satisfactory to Landlord. Upon execution of this Lease, each policy or certificate thereof shall be delivered by the Tenant to Landlord. A replacement policy or certificate will be issued to Landlord at least thirty (30) days prior to the expiration of the original policy and Landlord shall be furnished with satisfactory evidence of the payment of the premium at least ten (10) days prior to the date that the premium on any policy shall be due. If Tenant fails to obtain such insurance and maintain it, or to furnish Landlord with satisfactory evidence of payment, Landlord shall have the right to purchase such insurance and pay the premiums thereon and to add the premiums which Tenant should have paid as additional rent, together with interest at the rate of two percentage points per annum above the prime interest rate in effect at the largest national bank having an office in New Jersey (the "prime rate").

(d) **Building Insurance.** Tenant shall keep throughout the term hereof hazard insurance against loss or damage to the building of which the Leased Premises is a part and to other improvements located about the Leased Premises under an all-risk policy of insurance in an amount equal to the full replacement value of the buildings and improvements naming Landlord and Tenant as insured parties.

(e) **Waiver of Recovery.** Neither Landlord nor Tenant shall be liable to the other party or to any insurance company (by way of subrogation or otherwise) insuring such party for any loss or damage to any building, structure or other tangible property or liability for personal injury, or losses under workmen's compensation laws.

## 7. SIGNS

Except for signs which are located wholly within the building of the Leased Premises, no signs shall be placed, erected, maintained or painted at any place upon the Leased Premises without the prior written consent of Landlord as to the size, location, content, illumination and mobility thereof, which consent shall not be unreasonably withheld. Tenant shall be responsible, at its sole cost and expense, for making sure that any such signs comply with all applicable laws and regulations.

## 8. CARE, IMPROVEMENT AND RESTORATION OF THE PREMISES

(a) **Maintenance and Repair.** Throughout the term of this Lease and at its sole cost and expense, Tenant shall take good care of the Leased Premises (including all plate glass, doors and the frames of both, and heating, air conditioning and ventilation system), and promptly make all repairs necessary to maintain the Leased Premises in good order, condition and repair. The term "repairs" shall include replacements and renewals when necessary to maintain the building and other improvements in good order and condition, and all the repairs made shall be at least equal in quality and usefulness as the original construction.

(b) **Alterations.** Without on each occasion obtaining Landlord's prior written consent, Tenant shall not make or permit the making of any alterations, improvements or additions to the Leased Premises. However, Tenant may make minor alterations and improvements to the interior of the building provided that they do not impair the structural strength of the building or reduce its value. Tenant shall take all steps that are required or permitted by law in order to avoid the imposition of any mechanics' liens upon the Leased Premises. All alterations, improvements, additions, repairs and all other property attached to or used in connection with the building or any part thereof made or installed on the Leased Premises for the Tenant shall immediately, upon completion or installation thereof, be part of the Leased Premises and the property of Landlord without payment and shall be surrendered to Landlord upon the expiration or earlier termination of this Lease.

(c) **Restoration of Fire Damage.** In the event of any damage to or destruction of the Leased Premises, or any part thereof, this Lease shall not terminate and rent shall not abate.

(d) **Operations By Tenant.** In its use and occupancy of the Leased Premises, Tenant, at its expense, will keep the inside and outside of all glass in doors and windows clean; replace promptly all cracked or broken glass with glass of like grade and quality; keep all exterior surfaces of the Leased Premises clean; maintain the Leased Premises in a clean, orderly and sanitary condition; keep any trash, garbage, rubbish or other refuse in rat-free containers until removed; maintain the parking area and all pedestrian walkways free of ice and snow and debris; comply with all laws, ordinances, rules and regulations of governmental authorities; observe all reasonable rules and regulations promulgated by Landlord from time to time.

(e) **Environmental.** Tenant shall not use or allow the Leased Premises to be used for the Release, storage, use, treatment, disposal or other handling of any Hazardous Substance (hereinafter defined). The term "Release" shall have the same meaning as is ascribed to it in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S. C. § 9601 et seq., as amended, ("CERCLA"). The term "Hazardous Substance" means (i) any substance defined as a "hazardous substance" under CERCLA, (ii) petroleum, petroleum products, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas, and (iii) any other substance or material deemed to be hazardous, dangerous, toxic, or a pollutant under any federal, state or local law, code, ordinance or regulation.

(f) **Trash.** Tenant shall furnish and pay for all trash removal from the Leased Premises during the term of this Lease.

(g) **Snow Removal.** Tenant shall be responsible for removing snow from the sidewalks serving the Leased Premises. Landlord will provide snow removal from the driveways and parking areas serving the Leased Premises and shall bill Tenant monthly or quarterly for an amount equal to the charges incurred for said snow removal during the previous month or quarter.