

INTENT TO ENTER INTO SUBLEASE AGREEMENT

THIS INTENT TO ENTER INTO SUBLEASE AGREEMENT (the "Agreement") dated _____ (the "Effective Date") by and between WAWA, INC., a New Jersey corporation with an address at 260 W. Baltimore Pike, Wawa, Pennsylvania, 19063 (the "Sublessor") and _____, with an address at _____ and with a (Social Security Number/Tax Identification Number) of _____ (the "Sublessee").

WHEREAS, Sublessor is a party to a certain lease dated April 7, 2004 by and between Sublessor as tenant and Sliding Hill Properties, L.C. as landlord (the "Lease") with respect to certain property located at Sliding Hill Road and Atlee Station Road, Hanover County, Virginia (the "Leased Premises"); and

WHEREAS, Sublessor desires to explore the possibility of subleasing the Leased Premises to Sublessee, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE: With the preceding background information incorporated herein by this reference, intending to be legally bound, the parties hereto agree as follows:

1. Conditions to Effectiveness of Sublease. It is specifically understood and agreed that the obligations of Sublessor hereunder are subject to and contingent upon each of the following contingencies and conditions (hereinafter individually "Condition" and collectively "Conditions").

- (a) Execution of a formal sublease agreement between Sublessor and Sublessee on terms and conditions acceptable to both Sublessor and Sublessee in their sole and absolute discretion (the "Sublease"), including, without limitation, use restrictions applicable to the Leased Premises which restrictions shall be acceptable to Sublessor in its sole and absolute discretion and which Sublease shall be fully executed on or before January 29, 2010, Subtenant acknowledging that annual base rent payable during lease year one (1) shall commence on the date agreed to by the parties in the Sublease and shall be the

- sum of the highest bid at an auction to be conducted by Traiman, Inc. (“Auction”) plus a bidder’s premium of ten percent (10%);
- (b) Prior written approval of the Sublease by the landlord under the Lease, if so required by the terms of the Lease, which approval shall be obtained on or before January 29, 2010.
 - (c) Execution of an amendment to the Lease by Sublessor and the landlord under the Lease (the “Amendment”), which Amendment shall be acceptable to Sublessor in its sole and absolute discretion and which Amendment shall be executed on or before January 29, 2010.
 - (d) Sublessor’s satisfaction with the financial strength of Sublessee and Sublessee’s ability to meet all financial obligations under the Sublease, as determined by Sublessor in its sole and absolute discretion. Sublessor may require execution of a guaranty in the form attached hereto and incorporated herein as **Exhibit “A”** (“Guaranty”) by such individuals or entities as deemed necessary by Sublessor, which Guaranty shall be executed on or before January 29, 2010.
 - (e) Within ten (10) days following the Effective Date, Sublessee shall deliver to Sublessor its annual income statement and balance sheet for the fiscal year ending 2008. Statements delivered pursuant to this Section (e) shall be accompanied by a certification by the president or chief financial officer of Sublessee that such information fairly presents the financial position of Sublessee.
 - (f) Sublessor shall have executed this Agreement within fourteen (14) days following the Effective Date.

2. Payment of Deposit. Buyer will pay a deposit in the amount of Twenty Thousand Dollars (\$20,000) on the date of the Auction (“Deposit”). The Deposit will be held by Elva C. Johnson, Senior Commercial Closer, Land Services USA, Inc. , 602 E. Baltimore Pike, Suite 100, Media, PA 19063, Phone: 610-566-1335, Ext. 113, Fax: 610-566-5775, ejohnson@landservicesusa.com. (“Escrow Agent”) in a custodial escrow bank account until all Conditions have been satisfied. If all Conditions are satisfied, the Deposit will be credited

against annual base rent due and payable by Sublessee under the Sublease. If there is a dispute between Sublessor and Sublessee over who is entitled to the Deposit, Escrow Agent will not be responsible to resolve that dispute and will not be liable to either Sublessor or Sublessee for refusing to release the Deposit without a written agreement between Sublessor and Sublessee or a final order of a court of competent jurisdiction.

3. Termination of Agreement. If each and every Condition has not been satisfied by January 29, 2010, this Agreement shall terminate automatically, whereupon neither party shall have any further rights or obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have respectfully signed and sealed this Agreement as of the day and year first above written.

SUBLESSEE:

By: _____
Name: _____
Title: _____

SUBLESSOR:

By: _____
Name: _____
Title: _____

EXHIBIT A

Guaranty

THIS GUARANTY is executed by the undersigned this _____ day of _____ 2009.

W I T N E S S E T H:

1. GUARANTY. As an inducement to Wawa, Inc., a New Jersey corporation, (hereinafter referred to as "Wawa") to enter into a Sublease Agreement ("Sublease") for property located at Sliding Hill Road and Atlee Station Road, Hanover County, Virginia, with _____, ("Subtenant"), _____, ("Guarantor"), does hereby guarantee the punctual payment and prompt performance of any and all indebtedness or obligation of any kind which Subtenant may now owe or which it may at any time hereafter owe to Wawa under the terms of the Sublease.

2. WAIVER OF NOTICE. The undersigned hereby expressly waives notice of each and every one of the following:

- (a) acceptance of this Guaranty by Wawa; and
- (b) any debt or obligation incurred or owing on the part of Subtenant to Wawa; and
- (c) default by Subtenant with respect to any debt or obligation owing to Wawa.

3. MODIFICATION OF OBLIGATIONS. The undersigned expressly agrees to remain bound under this Guaranty notwithstanding any of the following acts by Wawa:

- (a) the extension of time of performance to, the granting of any other indulgence to, or any other modification of any obligation of, Subtenant or Guarantor.
- (b) the acceptance, alteration or release of any security, whether provided by Subtenant or Guarantor or any other person.

4. NATURE, SCOPE, AND DURATION OF GUARANTY. This Guaranty shall be directly enforceable against Guarantor without resorting to Subtenant or parties otherwise liable, or exhausting any or all remedies against them.

5. WAIVER. The failure of Wawa to enforce any of the provisions of this Guaranty at any time, or for any period of time, shall not be construed to be a waiver of any such provision or of the right thereafter to enforce the same.

