

SUBLEASE AGREEMENT

This Sublease Agreement (“Sublease”) is entered into this ___ day of _____ 2009, by and between WAWA, INC., a New Jersey corporation with an address at 260 W. Baltimore Pike, Wawa, PA 19063 (“Wawa”), and _____ (“Subtenant”) with an address at _____ and a (Social Security Number/Tax Identification Number) of _____.

This Sublease pertains to all that certain real and personal property, including any structures and buildings thereon, located at 7405 and 7409 Centerville Road, in the County of Prince William, Commonwealth of Virginia (“Leased Premises”) leased to Wawa by NNN&K Investments, LLC (“Landlord”) pursuant to that certain Deed of Ground Lease dated July 15, 2005, as amended by First Amendment to Deed of Ground Lease dated April 13, 2007 (jointly, the “Lease”).

In consideration of the mutual agreements contained herein, the parties hereto, intending to be legally bound, agree as follows:

1. Lease. The Lease, a copy of which is attached hereto as **Exhibit “A”**, is hereby incorporated by reference. The Lease more particularly describes the Leased Premises. All capitalized terms used but not defined herein have the meanings defined in the Lease.

2. Sublease.

(a) The Lease is currently scheduled to expire on April 30, 2027.

(b) Upon the expiration or earlier termination of the Lease, this Sublease shall terminate and there shall be no further obligations between and among the parties to the Lease and the Sublease.

(c) Except as otherwise provided in this Section 2, Subtenant shall have all the rights and privileges of “Tenant” under the Lease.

(d) Subtenant shall not have any right to modify or amend the Lease or waive any agreement or obligation of, or right or remedy against Landlord, without in each instance obtaining the prior written consent of Wawa and Landlord.

(e) Subtenant shall have no rights as “Tenant” under Section 3 of the Lease, it being understood and agreed that Wawa shall not exercise its option to extend the Lease beyond April 30, 2027.

(f) Subtenant shall have no rights as “Tenant” under Sections 17 of the Lease (Assignment/Subletting).

(g) Subtenant shall have no rights as “Tenant” under Section 16 of the Lease (First Refusal Right).

(h) Subtenant accepts the Leased Premises "AS IS - WHERE IS", in its condition on the date hereof. Wawa shall not be obligated to make any repairs at the Leased Premises, or to supply any service with respect to the Leased Premises. Wawa shall not be responsible for, or liable to, Subtenant for any matter relating to the present or future condition of the Leased Premises.

(i) If requested by Subtenant and if such will not create any cost, liability or obligation to Wawa, in Wawa's sole judgment, and if such is agreed to in writing by Landlord, Wawa shall agree to terminate this Lease at any time as is requested by Subtenant.

(j) Provided that Subtenant pays all Subrent (as defined below) to Wawa within the timeframes set forth in Section 3 below, Wawa agrees that it shall not cause a default beyond applicable notice and cure periods under the Lease for failure to pay the analogous payments due by Wawa to Landlord under the Lease. If Wawa is in default in the observance or performance of its obligations under this subsection 2(j), Subtenant shall have the right to make such payments as Wawa's agent, and the full amount of the cost and expense entailed in curing Wawa's default (together with reasonable attorneys' fees) shall immediately be paid by Wawa to Subtenant. Subtenant's rights as specified in the preceding sentence shall be the only remedies available to Subtenant in the event of any default by Wawa hereunder.

3. Subtenant's Obligations. Subtenant shall observe and perform all covenants, agreements and obligations of Tenant under the Lease, including, without limitation, Wawa's obligation to pay fixed monthly minimum rent, Common Area maintenance costs, insurance premiums, utility costs, percentage rent, and real estate taxes. Tenant agrees to pay the current fixed minimum monthly rent in the amount of _____ Dollars (\$_____), which amount represents the sum of the highest bid at the auction with respect to the Leased Premises conducted by Traiman, Inc. ("Auction") plus a bidder's premium of ten percent (10%);

All rent and other amounts owed hereunder or under the Lease shall be payable to Wawa five (5) days before the analogous payment is due by Wawa to Landlord under the Lease. Such sums are herein referred to as the "Subrent". Any Subrent which pertains to a month (or other rental period) under the Lease, part of which occurs before or after the term of this Sublease, shall be prorated between Wawa and Subtenant on the basis of the applicable month or rental period. Subrent shall be payable by Subtenant, without demand, offset or deduction, to Wawa at its aforesaid address, or to such other person or at such other address as Wawa may specify.

4. Subtenant's Default. If Subtenant defaults in any of its obligations hereunder, Wawa shall have the same rights and remedies Landlord would have against Tenant under the Lease upon a default by Tenant thereunder, including, without limitation, the right to accelerate Subrent, to terminate this Sublease and/or, as Wawa may elect, to terminate Subtenant's right to possess the Leased Premises.

5. Security Deposit. Subtenant shall deposit with Wawa an amount equal to Twenty Thousand Dollars (\$20,000), to be retained by Wawa, without interest, and not in

trust or a separate account, as security for the faithful performance and observance by Subtenant of all the covenants and conditions of this Sublease. In the event Subtenant defaults in any of its obligations under this Sublease, Wawa may apply the whole or any part of said security deposit on account of unpaid Subrent hereunder and any expenditures made by Wawa by reason of Subtenant's default. Unless and to the extent the security deposit shall be so applied by Wawa, it shall be refunded to Subtenant within thirty (30) days following the end of the term of this Sublease.

6. Subtenant's Representations and Covenants. Subtenant hereby represents and warrants to Wawa as follows:

(a) Subtenant has the full right, power, and authority to enter into this Sublease and to perform its covenants for the entire tenancy created hereby;

(b) if not a natural person, Subtenant is duly organized or formed and in good standing under the laws of the state of its organization or formation, and Subtenant is qualified to do business in the Commonwealth of Virginia. The undersigned is duly authorized to execute and deliver this Sublease, and all necessary action to authorize the execution and delivery of this Sublease has been properly taken;

(c) Subtenant has sufficient funds to enter into this Sublease and to make the payments of the Subrent hereunder on the terms and conditions contained in this Sublease.

(d) Subtenant has delivered its annual income statement and balance sheet for the fiscal year ending 2008. Subtenant will deliver to Wawa, as soon as available and in any event within thirty (30) days after the end of each fiscal quarter, statements of operations of Subtenant for such quarter and for the part of the fiscal year ending with such quarter, and the related balance sheet as at the end of such quarter. Subtenant shall deliver its monthly statements of operations as soon as available and in any event within fifteen (15) days after the end of each month during the term of this Sublease. Within forty five (45) days of the end of each fiscal year, Subtenant shall deliver its annual income statement and balance sheet for such fiscal year. Statements delivered pursuant to this Section shall be certified by the president or chief financial officer of Subtenant that such information fairly presents the financial position of Subtenant as of the date of such statements.

7. Default; Remedies. If Subtenant shall at any time be in default in the payment of Subrent, or of any other sum required to be paid by Subtenant under this Sublease or the Lease, or in the performance of, or compliance with, any of the terms, covenants, conditions or provisions of this Sublease or the Lease, or if Subtenant shall be adjudicated bankrupt, or shall make an assignment for the benefit of creditors or shall file a bill in equity or otherwise initiate proceedings for the appointment of a receiver of Subtenant's assets, or shall file any proceeding in bankruptcy or for reorganization or an arrangement under any federal or state law, or if any proceeding in bankruptcy or for the appointment of a receiver shall be instituted by any creditor of Subtenant under any state or federal law, or if Subtenant is levied upon and is about to be sold out upon the Leased Premises under execution or other legal process (the occurrence of any such event to

constitute an event of default and a breach under this Sublease), then and in addition to any other rights or remedies Wawa may have under this Sublease and at law and in equity, Wawa shall have the following rights:

(a) To accelerate the whole or any part of the Subrent for the entire unexpired balance of the term of this Sublease, as well as all other charges, payments, costs and expenses herein agreed to be paid by Subtenant, and the Subrent or other charges, payments, costs and expenses if so accelerated, in addition to any installments of Subrent already due and payable and in arrears, or any other charge or payment required by this Sublease to be treated or collected as Subrent, or any other charge, expense or cost agreed to be paid by Subtenant which may be due and payable and in arrears, shall be deemed due and payable as if, by the terms and provisions of this Sublease, that accelerated Subrent and those other charges, payments, costs and expenses were on that date payable in advance.

(b) To re-enter the Leased Premises and remove all persons and all or any property therefrom, either by summary dispossession proceedings or by any suitable action or proceeding at law, and repossess and enjoy the Leased Premises, together with all additions, alterations and improvements. Upon recovering possession of the Leased Premises by reason of or based upon or arising out of a default on the part of Subtenant, Wawa may, at Wawa's option, either terminate this Sublease or make such alterations and repairs as may be necessary in order to relet the Leased Premises or any part or parts thereof, either in Wawa's name or otherwise, for a term or terms which may at Wawa's option be less than the period which would otherwise have constituted the balance of the term of this Sublease and at such Subrent or Subrents and upon such other terms and conditions as, in Wawa's sole discretion, may seem advisable and to such person or persons as may, in Wawa's discretion, seem best; upon each such reletting all Subrents received by Wawa from such reletting shall be applied: first, to the payment of any late charges, if applicable; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorneys' fees and all costs of such alterations and repairs; and third, to the payment of Subrent due and unpaid hereunder; and the residue, if any, shall be held by Wawa and applied in payment of future Subrent as it may become due and payable hereunder. If such rentals received from such reletting during any month shall be less than that to be paid during that month by Subtenant hereunder, Subtenant shall pay such deficiency to Wawa. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the Leased Premises or the making of alterations or improvements thereto or the reletting thereof shall be construed as an election on the part of Wawa to terminate this Sublease unless written notice of such intention is given to Subtenant. In no event shall Wawa be liable in any way whatsoever for failure to relet the Leased Premises or, in the event that the Leased Premises or any part or parts thereof are relet, for failure to collect the Subrent thereof under such reletting. Subtenant hereby irrevocably constitutes and appoints Wawa as its agent to collect the Subrents due and to become due under this Sublease of the Leased Premises or any parts thereof in the event any material default hereunder is not cured within five (5) days after written notice to Subtenant by Wawa, without in any way affecting Subtenant's obligation to pay any unpaid balance of Subrent due or to become due hereunder.

(c) To terminate this Sublease and the term hereby created without any right on the part of Subtenant to waive the forfeiture by payment of any sum due or by other performance of any condition, term or covenant broken. Whereupon Wawa shall be entitled to recover, in addition to any and all sums and damages for violation of Subtenant's obligations hereunder in existence at the time of such termination, damages for Subtenant's default in an amount equal to the amount of the Subrent reserved for the balance of the term of this Sublease, as well as all other charges, payments, costs and expenses herein agreed to be paid by Subtenant, all discounted to their then present worth, less the fair rental value of the Leased Premises for the remainder of said term, also discounted to its then present worth, all of which amount shall be immediately due and payable from Subtenant to Wawa.

(d) No right or remedy herein conferred upon or reserved to Wawa is intended to be exclusive of any other right or remedy herein or by law provided but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity or by statute.

(e) No waiver by Wawa of any breach by Subtenant of any of Subtenant's obligations, agreements or covenants herein shall be a waiver of any subsequent breach or of any obligation, agreement or covenant, nor shall any forbearance by Wawa to seek a remedy for any breach by Subtenant be a waiver by Wawa of any rights and remedies with respect to such or any subsequent breach.

8. Insurance.

(a) Types. At its expense, Subtenant 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 Two Million Dollars (\$2,000,000); (ii) plate glass insurance; (iii) all risk casualty insurance, written at replacement cost value and with replacement cost endorsement, covering all of Subtenant's personal property in the Leased Premises (including, without limitation, inventory, trade fixtures, floor coverings, furniture, equipment and other property removable by Subtenant under the provisions of this Sublease) and all leasehold improvements installed in the Leased Premises by Subtenant; and (iv) if and to the extent required by law, workers' compensation or similar insurance in form and amounts required by law. Subtenant 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 Wawa, including, but not limited to, contractor's liability with combined single limit coverage of not less than Two Million Dollars (\$2,000,000) and workers' compensation or similar insurance.

(b) Indemnification. Subtenant shall indemnify, defend and hold harmless Wawa from and against any and all claims, actions, damages, liability and expense in connection with any claims, losses arising from or out of this Sublease, any occurrence in, upon, or on the Leased Premises, or from the occupancy or use by Subtenant of the Leased Premises, the entire premises or any part thereof, or occasioned wholly or in part by any action or omission of Subtenant, its agents, contractors, employees, servants, licensees, permittees or concessionaires, except to the extent any such

loss results solely from Wawa's gross negligence or willful misconduct. 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 Sublease.

(c) Insured Parties. The policies of insurance described in subparagraph (a)(i) above shall name Wawa as the insured party, 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 Wawa and Subtenant as the insured parties.

(d) Insurers. Each policy shall provide that it shall not be cancelable without thirty (30) days prior written notice to Wawa. An insurer of recognized responsibility, licensed to do business in the state where the Leased Premises are located and satisfactory to Wawa, shall issue each policy. Upon execution of this Sublease, each policy or certificate thereof shall be delivered by Subtenant to Wawa. A replacement policy or certificate will be issued to Wawa at least thirty (30) days prior to the expiration of the original policy and Wawa 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.

9. Guaranty. As a condition to the effectiveness of this Sublease, _____ (“Guarantor”) shall enter into the Guaranty, attached hereto as **Exhibit “B”**.

10. Notices. All notices, demands, requests, consents and other communications by any party hereunder shall be in writing, and shall be personally delivered, or transmitted by telefacsimile, or shall be mailed United States certified mail, return receipt requested, postage prepaid, to the other party at their addresses set forth below on the signature page, or at such other address as party shall designate by notice.

11. Severability. Each covenant and agreement contained in this Sublease is a separate and independent covenant and agreement. If any covenant or agreement or the application thereof to any person or circumstance shall be invalid and unenforceable, to any extent, the remainder of this Sublease, or the application of such covenant or agreement to persons or circumstances, other than those to which it is invalid or unenforceable, shall not be affected thereby, and all other covenants and agreements of this Sublease shall be valid and enforceable to the fullest extent permitted by law.

12. Whole Agreement. The whole agreement of the parties with respect to the Leased Premises is herein written and the parties are not bound by any agreement, understanding, representation, warranty or condition otherwise then expressly set forth herein. No alteration, amendment, supplement, modification or waiver of any of the terms or provisions hereof shall be valid or enforceable unless the same is in writing and signed by the parties hereto.

13. Governing Law. The laws of the Commonwealth of Virginia shall govern this Sublease, without respect to the conflict of laws provisions thereof.

14. Attorneys' Fees. In the event of any litigation arising out of or related to this Sublease, the prevailing party shall be entitled to actual reasonable attorneys' fees, plus costs of suit from the unsuccessful party.

15. Wawa's Approval. Subtenant acknowledges that under the terms and conditions of the auction sale at which the Leased Premises was offered at auction, that among the conditions announced was that this Sublease is subject to the approval of Landlord. Pending such approval, Subtenant shall be bound by this Sublease with the same force and effect as if no such approval were required. If this Sublease is not approved in writing by Landlord within fourteen (14) days following the date of the auction, the security deposit paid on account, if any, will be returned to Subtenant, without interest, and this Sublease shall be deemed terminated, and shall become null and void, and Subtenant shall have no further rights or claims of any kind against Wawa. Wawa may approve this Sublease by signing this Sublease, and faxing the same to Subtenant or depositing in the United State mail, certified mail, and advising Subtenant of such deposit by telephone.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have caused this Sublease to be duly executed as of the date first above written.

WAWA, INC.

Attest: _____
Assistant Secretary

By: _____
Vice President

Wawa's Address:

Wawa, Inc.
260 West Baltimore Pike
Wawa, Pennsylvania 19063
Attn.: Associate General Counsel

[_____]

Witness: _____

By: _____

EXHIBIT A

Lease

EXHIBIT B

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 7405 and 7409 Centerville Road, in the County of Prince William, Commonwealth of Virginia, with _____, a _____ corporation (“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.

6. SUCCESSORS AND ASSIGNS. This Guaranty shall be binding upon Guarantor, and Guarantor's heirs, administrators, executors, successors and assigns, and shall inure to the benefit of Wawa and its heirs, administrators, successors and assigns.

7. ENTIRE AGREEMENT. This Guaranty contains the entire agreement between the undersigned and Wawa with respect to the guaranty of debts and obligations of Subtenant by the undersigned. Any representation, promise, condition, or understanding in connection therewith which is not expressed in this Guaranty shall not be binding upon Wawa, Subtenant or Guarantor. All prior collateral understandings and agreements concerning such guaranty having been superseded by this Guaranty. The provisions of this Guaranty shall not be changed or discharged except by a written instrument signed by an authorized representative of Wawa and Guarantor.

Signed and sealed by the undersigned on the date and year first above written.

Witness: _____

By: _____

STATE OF _____ :
: SS.
COUNTY OF _____ :

On this _____ day of _____ 2009, before me personally came _____ known to me to be the individual described in and who executed the foregoing Guaranty, and he/she thereupon acknowledged to me that he/she executed the same.

Notary Public