

DEED OF LEASE

THIS DEED OF LEASE (hereinafter this "Lease"), made and entered into this _____ day of _____, 20____, by and between SOLUTIONS WAY MANAGEMENT, LLC, a Virginia limited liability company, "Landlord", and _____, "Tenant", jointly referred to as the "Parties"

RECITALS

Tenant wishes to occupy a portion of the Landlord's property situated at 1 Solutions Way, Waynesboro, VA, 22980, and more fully described on the attached Exhibit A (hereinafter the "Property").

AGREEMENT

NOW, THEREFORE in consideration of their mutual undertakings and agreements, the Parties agree as follows:

1. PREMISES: The Landlord hereby leases unto the Tenant and the Tenant does hereby accept such lease of a portion of the Property, which portion contains approximately _____ square feet of area, and which is more fully described on the attached Exhibit B (hereinafter the "Premises"). The Premises shall include adequate area for Tenant's employees' parking, in a parking area to be designated by Landlord (more fully described on the attached Exhibit C), and it shall include access to the warehouse docks for use by Tenant's employees. All common areas of the Property shall be subject to Landlord's exclusive control and management at all times.

2. TERM:
(A) The term of this Lease is for _____ years and, beginning on _____, 20____ and ending _____, 20____ (hereinafter the "Initial Term").

(B) If the Tenant is not in default with regard to any of its obligations under this Lease, Tenant may extend this Lease for _____. The option to extend may be exercised by Tenant giving Landlord three (3) months' written notice in advance of the expiration of the initial term of the Lease.

(C) The Initial Term and Extended Term shall, collectively, constitute the "Term" of this Lease.

3. RENT:
(A) The base rental for the Premises for the Initial Term shall be _____, payable monthly on the first day of each month in advance beginning _____, and continuing through _____, at _____ per month (hereinafter the "Base Rent").

(B). If the Tenant exercises its option to extend this Lease, then Tenant shall pay as Base Rent for the Extended Term the sum of _____ payable monthly on the first day of each month at _____ per month.

4. TAXES: “Real Estate Taxes” shall mean any real property taxes and assessment imposed on the Property but shall not include any tax or assessment for personal property. Landlord will pay all Real Estate Taxes and assessments which may be levied or assessed by any lawful authority against the Property. All taxes payable for Tenant’s personal property shall be paid by Tenant.

Tenant shall not be required to pay the following taxes: (a) any estate, inheritance, transfer or gift tax which may be imposed with respect to any transfer by Landlord of the Premises; (b) any capital stock tax or other tax imposed against Landlord for the privilege of doing business; and (c) any income tax levied against the profits of the Landlord from all sources.

5. LATE PAYMENT: If the Tenant is more than 10 days late with any payment or reimbursement required under this Lease, the Tenant shall pay a penalty of 5% of all amounts past due.

6. USE OF THE PROPERTY:

(A) The Premises are part of a larger tract that is subject to a Prior Purchase Agreement, (PPA), between the Landlord and the United States of America and its agencies, the Department of Justice and the Environmental Protection Agency, (EPA). A copy is attached as Exhibit D to this Lease; and the Tenant acknowledges receipt of a copy of the PPA at least thirty (30) days prior to its execution of this Lease. The PPA requires a recorded access grant to the EPA, a copy of which is attached as Exhibit E. The Premises are also subject to the Work Allocation and Indemnification Agreement between Landlord and General Electric Company, a copy of which is attached as Exhibit F and to a Deed of Easement dated August 1, 2001 to General Electric Company, a copy of which is attached as Exhibit G. The Tenant will abide by restrictions imposed by Exhibits E, F and G, and no activity of the Tenant may violate or cause the Landlord to violate the terms of these Exhibits.

(B) The Premises shall be used by the Tenant solely for the use of [] (hereinafter the “Permitted Use”). Tenant will use great care in conducting its business so as not to interfere with any other co-tenant’s business. Tenant’s failure to abide by this lease provision, following written notice by the Landlord, shall be considered a breach of this lease under Sections 17 and 18 below. Tenant will not do, use or permit upon or in the Premises anything that will invalidate or substantially increase the cost of any policy or policies of insurance now or hereafter carried on or about the Property or the Premises.

(C) The Tenant will not deface or injure the Premises, or overload the floors; will remove all trash and garbage from the Premises as the same accumulates, and will keep the Premises in a clean condition. The Tenant will not do or permit anything to be done on the Premises that creates a nuisance. The Tenant will comply with all federal, state and local governmental and health laws, ordinances and police and fire department requirements and regulations respecting its business and its use of the Premises.

(D) Tenant's Responsibility Regarding Hazardous Substances.

(1) Tenant’s Activities

(a) Prohibition Against Use of Hazardous Substances. Hazardous

Substances are defined to include the following:

- 1). Hazardous waste as defined in RCRA (42 USC 6901, et seq.) or analogous state law.
- 2). Hazardous substances, pollutants or contaminants as defined in CERCLA (42 USC 9601 or analogous state law, present at levels required to be removed or remediated under federal or state law.
- 3). Toxic pollutants as defined in FWPCA (33 USC 1251, et seq.).
- 4). Toxic substances as defined in TSCA (15 USC 2601, et seq.).
- 5). Gasoline or other petroleum products or by-products.
- 6). Substances or materials, the presence of which at the Waynesboro facility is prohibited under any applicable environmental law.

Tenant shall not possess any Hazardous Substance in, on or around the Premises nor introduce onto the Premises any business or activity involving the use, production, storage, or distribution of (a) any Hazardous Substance, or (b) products or materials which (i) include any Hazardous Substance as a component and (ii) which, if an accident occurred, might result in the release or discharge of any such Hazardous Substance component, except that Tenant may possess small quantities, not to exceed 5 gallons at any time, of paint thinners or similar items, which will be stored in isolation in an approved cabinet designed for such use. Tenant shall submit to annual environmental audits to be conducted by Landlord's agents to determine that Tenant is in full compliance with this prohibition against possession of or use of Hazardous Substances in, on or around the Premises.

(b) Environmental Indemnification by Tenant. Tenant shall indemnify, defend with counsel reasonably acceptable to Landlord, and hold Landlord free and harmless from any and all liabilities, damages, claims, causes of action, costs or expense, including reasonable attorneys' fees and the costs and expense of investigating and defending any government claims or proceedings, resulting from or attributable to the use or generation of Hazardous Substances or toxic wastes in the Premises, which have been forbidden to Tenant under Section 6(D)(1)(a) above. Notwithstanding the forgoing, Tenant will have no obligation to indemnify Landlord for any claims for punitive, exemplary or multiple damages.

(c) Environmental Indemnification by Landlord. Landlord shall indemnify, defend and hold harmless Tenant, its managers, officers, directors, beneficiaries, shareholders, partners, agents and employees from all fines, suits, procedures, claims and actions of every kind, and all costs associated therewith (including attorney's and consultants' fees) arising out of any violations of environmental laws at the Property which arose prior to Tenant's occupancy or arising out of or in any way connected with any deposit, spill, discharge or other release of Hazardous Substances that occurs during the Term, at or from any portion of the Property owned by Landlord adjacent to the Premises, arising out of Landlord's or a co-tenant's use or occupancy of the Property owned by Landlord adjacent to the Premises, or from Landlord's failure to provide all information, make all submissions, and take all steps required by all Authorities under the Laws and all other environmental laws, with the exception that the Landlord shall not indemnify, defend, and hold harmless the Tenant and other parties named

above if such actions or claims arise from the sole negligence of the Tenant or the sole negligence of another co-tenant. Landlord will have no obligation to indemnify Tenant for any claims for punitive, exemplary or multiple damages.

(d) Mutual Environmental Indemnity. Both Tenant and Landlord agree to accept the Premises in "as is" condition subject to both Parties' cross indemnifications contained in the preceding paragraphs, and excepting hidden or buried conditions not subject to visual inspections.

(e) Survival. The Parties' indemnification obligations under this Section 6 (D) (1) shall survive the expiration or sooner termination of the term of the Lease.

7. UTILITIES AND PUBLIC SERVICES. Utilities will be paid by Tenant as billed by Landlord on a monthly basis in arrears based on consumption. Tenant shall arrange and pay for its own trash and refuse removal.

8. ALTERATIONS: Landlord will deliver the Premises to Tenant on an "where is as is" basis, except that Landlord will complete all work outlined in Exhibit H. Tenant will make no alterations, erections, additions, or improvements in or to the Premises and will not place any fixtures in or on the Premises without first obtaining the prior written consent of the Landlord. Any fixtures added to the Premises by the Tenant shall remain Tenant's property, and at the end of the Term if Tenant is not then in default, it may remove any fixtures added to the Premises as long as Tenant repairs any damage caused by such removal.

9. SIGNS: Tenant will not attach, inscribe, paint or place any signs or structures to or upon the Premises or within any window or door of the Premises without first obtaining the written approval of Landlord.

10. REPAIRS, REPLACEMENTS AND COMMON AREA MAINTENANCE: Tenant, at its sole expense, will make all repairs and replacements to the Premises as may be made necessary by it or its employees, representatives, invitees or contractors. The Landlord is responsible for structural repairs to the Premises, including roof, foundation, and exterior walls. The Tenant will keep the interior of the Premises in a good and proper state of repair (including replacements when and as prudent building management practices deem such should be replaced) at its sole expense. The Tenant will surrender the Premises at the expiration of this Lease with the interior thereof in good repair, working order and condition, normal wear and tear, damage by fire or other insured casualty, condemnation and appropriation excepted. The Tenant accepts the Premises in its "as is" present condition. Landlord is to make no repairs, replacements or alterations to the Premises at any time except those set forth herein and which have been excluded from Tenant's obligations.

11. LANDLORD'S RIGHT TO EXAMINE PREMISES: After reasonable prior notice Tenant will allow the Landlord's agents reasonable access to the property during reasonable hours for the purpose of examination to ascertain if the Premises are in good repair, to make repairs or alterations to the Premises, and, within six (6) months from the end of the Term, to exhibit the Premises to prospective tenants. Landlord shall have the right to immediate free access to the Premises if required to make repairs to the Premises or other portions of the Property where an emergency exists. The right to examine the Premises shall include the right

for General Electric Company to conduct environmental audits and inspect the Premises as called for in the Work Allocation and Indemnification agreement between Landlord and General Electric Corporation, Exhibit F.

12. LANDLORD NOT LIABLE FOR DEFECTS: Landlord shall not be liable to Tenant or third parties for any damage or injury to Tenant or third parties or the property of either occasioned by or arising out of any act or omission of Landlord or any defect in or condition of the Premises, now existing or hereafter existing, or occasioned by fire, water, explosion, wind, snow, ice or other casualty.

13. INDEMNITY: The Parties shall indemnify, defend and hold harmless one another against all expenses, liabilities, losses and claims of every kind, including reasonable attorney fees, which either may incur, pay, or be subjected to, or which may be asserted or brought against the other, arising out of either (a) a failure by either to perform any of the terms or conditions of this Lease, (b) any injury or damage happening within or about the Premises caused in whole or in part by negligence or willful misconduct, (c) failure to comply with any current law or regulation of any governmental authority, or (d) any other claims arising by reason of the use of the areas within or about the Premises by each other's agents, employees, customers, invitees or others.

14. INSURANCE:

(A) Damage Claims Liability Insurance. The Tenant will maintain public liability, contractual liability and property damage insurance, protecting both the Landlord and Tenant against claims arising from Tenant's use of the Premises and from accidents or happenings on or in connection with the Premises, with combined single limit coverage of not less than One Million Dollars (\$1,000,000.00) per occurrence; provided, if such insurance is procured under a blanket insurance policy covering the Premises and any other location, the aggregate limit provision, including any umbrella coverage, shall be in an amount not less than Three Million Dollars (\$3,000,000.00). Such insurance shall name Landlord and Landlord's mortgagee as additional insureds. Further, the Tenant will maintain bodily injury and property damage liability coverage (frequently spoken of as umbrella or excess liability coverage) protecting the Landlord, Landlord's mortgagee and the Tenant against claims arising from accidents or happenings on or in connection with the Premises of no less than One Million Dollars (\$1,000,000.00).

(B) Tenant shall furnish the Landlord with the actual policies and/or proper certificates showing the details of all the Tenant's insurance required by this Lease, that the insurance is in force, and that the insurance cannot be modified or canceled without Landlord having received notice thereof in writing by certified mail more than thirty (30) days prior to modification or cancellation. If Tenant fails to furnish Landlord with proper certificates showing the details of all the Tenant's insurance required by this Lease, then Landlord may, but is not required, at its option and upon prior written notice to Tenant obtain any and all such insurance. In this event the insurance premiums shall be immediately due and payable to Landlord by Tenant and if not paid within seven (7) days shall incur the late payment penalty specified in Section 5.

(C) Landlord will maintain fire insurance with extended coverage, with coverage of not less than actual cash value of the property improvements.

15. SUBROGATION: Each Party shall look solely to any insurance in its favor for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in force and collectible. To the extent permitted by law, and if permitted by their insurance policies without impairing their coverage, Landlord and Tenant each hereby release and waive all right of recovery against the other or any one claiming through or under each of them by way of subrogation or otherwise. This release and waiver shall be in force only if both Parties' insurance policies contain a clause providing that this provision can be obtained without additional premiums.

16. ASSIGNMENT: The Tenant may not assign or sublet this Lease in whole or in part without first obtaining the written consent of the Landlord. All costs incurred by Landlord in connection with any request for consent to an assignment or other transfer, including costs of investigation and the reasonable fees of Landlord's counsel, shall be paid by Tenant to Landlord upon Tenant's receipt of Landlord's documentation of such costs. If this Lease is assigned or transferred, or if all or any part of the Premises are sublet or occupied by anybody other than Tenant, Landlord may, after default by Tenant, collect rent directly from the assignee, transferee, subtenant or occupant, and apply the net amount collected to the rent reserved herein.

17. DEFAULT BY TENANT AND LANDLORD'S REMEDIES:

A. If the Tenant breaches any of its obligations under this Lease, or if the Tenant shall fail to perform or observe any of the other terms, provisions, conditions or requirements of this Lease, and shall continue in such failure, breach or violation for thirty (30) days after notice in writing to perform or observe the same has been given by Landlord, the Landlord may at its option terminate this Lease by written notice to the Tenant, or it may at its option reenter and repossess the Premises for the remainder of the Term and re-rent or sublet the Premises, in whole or in part, for the whole or any part of the unexpired Term. Any rental payments so obtained from a replacement tenant shall be credited first to Landlord's reasonable costs and expenses including but not limited to attorney's fees, insurance, expenses of reletting, subletting, repairs, brokerage fees, subdividing, alterations or renovations of the Premises and then to the obligation of the Tenant already accrued and thereafter accruing under the provisions of this Lease, and Tenant shall remain liable for any deficiency.

B. The Landlord may treat the Tenant's default as an entire breach of this Lease and accelerate all rent and other sums due hereunder, the Tenant thus becoming liable to the Landlord for an amount equal to the total of all rent and other sums then due Landlord hereunder.

C. If the Landlord has possession, or is entitled to possession of the Premises under the provisions hereof, it may shut off heat if heat is not separately metered to the Premises and water and any other service from the Premises, may change locks on doors and may exercise all usual rights of proprietorship.

D. The Tenant shall indemnify the Landlord for any change, costs, liability, or expense, including reasonable attorney's fees, which may be imposed upon, incurred by, or asserted against Landlord by reason of (i) any failure on the part of the Tenant to perform or comply with any covenant required to be performed or complied with by the Tenant, or (ii) the existence of this Lease, and/or their relationship of landlord and tenant.

E. None of Tenant's personal property may be removed from the property without Landlord's consent so long as any rent or other such sum owed to Landlord remains unpaid.

18. REPEATED DEFAULT BY TENANT AND LANDLORD'S REMEDIES:

A. Notwithstanding anything to the contrary set forth in this Lease, if Tenant shall fail to pay any rent or any other charge provided for or required, and after seven (7) days have elapsed from demand for the payment has been made in writing by Landlord, as provided in this Lease, and any such default shall be repeated two (2) times in any period of twelve (12) consecutive months, then, any further similar default within said twelve (12) month period shall be a "Repeated Default" without the ability to cure.

B. In the event of a Repeated Default, Landlord, by giving Tenant notice of such Repeated Default and its election to terminate this Lease, but without affording Tenant an opportunity to cure the default, may terminate this Lease forthwith without further notice to Tenant and Landlord may, at its option, avail itself of any and all remedies set forth in this Lease.

19. CASUALTY LOSS: If the improvements on the Premises shall be destroyed or so damaged by fire or other cause as to render it unfit for occupancy or use, the Landlord may elect whether it will rebuild or repair the Premises in a condition similar to its condition prior to such casualty and to continue this Lease, or whether it will terminate this Lease. This election shall be made in writing within thirty (30) days after the loss. If the Landlord elects to rebuild or repair the Premises, it shall also notify the Tenant as to the estimated time required, and if it is estimated to require more than one hundred eighty (180) days, the Tenant may terminate this Lease by giving the Landlord notice in writing within seven (7) days after receipt of notice of Landlord's election to repair the Premises. Termination of the Lease under either of the foregoing provisions shall be absolute, and Tenant shall have no continuing obligation to the Landlord for rent, Real Estate Taxes, charges, fees or costs. During the time the Premises are unfit for occupancy, a proportionate amount of the Rent based upon the number of square feet of the property which remains unavailable for the Tenant's use and the total Premises, shall be suspended and cease to be payable until the Premises have been rebuilt or fully repaired for occupation and use, or this Lease terminated and ended by the Landlord or the Tenant.

20. EMINENT DOMAIN: If the Premises or any part thereof are taken under the power of eminent domain or conveyed under the threat of the power of eminent domain, all sums payable thereunder shall belong to and be paid to the Landlord. The Tenant shall have no right therein, except Tenant shall be entitled to all sums separately payable to the Tenant by the condemning authority for its claim for compensation or damages based upon its moving costs, loss of business loss of trade fixtures and the difference, if any, in the cost of a suitable alternative leasehold of a similar type and quality. Further, if the Premises or any part thereof are taken under the power of eminent domain or conveyed under the threat of the power of eminent domain so as to substantially interfere with Tenant's use of the Premises, then the Tenant may, within 30 days of receiving notice of the condemnation or conveyance, terminate this Lease by giving the Landlord at least thirty (30) days written notice prior to such termination date. If there is a partial taking and this Lease is not terminated, then the rent and other charges under this Lease will be abated based on the portion of the square footage taken.

21. WAIVER: A waiver by the Landlord of any default, omission or violation by Tenant shall not be construed as a waiver of any subsequently occurring default, omission or violation.

22. ACCORD AND SATISFACTION: No receipt or acceptance by Landlord from Tenant of less than the monthly rent shall be other than a partial payment and performance "under protest"

by the Landlord. Any amounts so received shall be applied to any due and unpaid stipulated rent or charge.

23. NOTICES: All notices required or proper under this lease shall be sent by registered or certified mail, or by a recognized overnight carrier which provides proof of delivery, addressed to the last address previously furnished by the Parties. Until otherwise changed by the Parties by notice in writing; notices shall be sent to the Landlord, SOLUTIONS WAY MANAGEMENT, LLC, 1 Solutions Way, Waynesboro, VA 22980; to the Tenant,

24. LEASE SUBORDINATION: This Lease is subject and subordinate to all mortgages or deeds of trust, which may now or hereafter encumber the Premises and to all renewals, modifications, consolidations, replacements and extensions thereof. Tenant shall at Landlord's request execute and deliver promptly any reasonable and appropriate documents that Landlord may request. If the Tenant fails to execute and deliver promptly the requested documents, Tenant hereby constitutes and appoints Landlord the Tenant's attorney in fact to execute any such documents.

25. ESTOPPEL CERTIFICATE: At Landlord's request, Tenant will execute either an estoppel certificate addressed to any mortgagee or lender of Landlord or a three-party agreement among Landlord, Tenant and such mortgagee or lender certifying as to such facts (if true) and agreeing to such notice provisions and other matters as the mortgagee or lender may reasonably require in connection with Landlord's financing.

26. LIENS NOT PERMITTED: Tenant shall not, at any time, suffer or permit the attachment to the Premises of any lien for work done or materials furnished in connection with the improvements, maintenance, repair and/or alterations of the Premises by Tenant. If any such lien attaches to the Premises and is not discharged or released within sixty (60) days from the date of attachment, Landlord may, at its option, pay to the lien claimant the amount of the lien and notify Tenant of this payment. In this event such amount shall be immediately due and payable by Tenant; provided, however, that if Tenant contests the lien, Tenant shall furnish to Landlord a bond written by a surety company licensed to do business in the Commonwealth of Virginia or other security satisfactory to Landlord for the Landlord's protection against all loss or expense on account of such asserted lien during the period of contest for an amount of at least two hundred percent (200%) of the amount of the lien.

27. COVENANTS OF LANDLORD:

Landlord covenants and agrees that:

(A) Landlord has full power and authority to execute and deliver this Lease.

(B) Tenant, upon paying the rent and performing Tenant's other obligations shall and may peaceably and quietly have, hold and enjoy the Premises for the term hereof.

28. JURISDICTION AND VENUE: Any suit or action by Landlord against the Tenant, or by the Tenant against the Landlord, in any manner arising out of this Lease or in the breach thereof may be maintained in such court or courts situate in the Commonwealth of Virginia as may have subject matter jurisdiction thereof.

30. SINGULAR, PLURAL, GENDER, ETC.: When required by the context hereof, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all others.

31. BINDING THE PARTIES, ETC.: The respective rights and obligations provided in this Lease shall bind and shall inure to the benefit of the Parties hereto, their legal representatives, heirs, successors and assigns; provided, however, that no rights shall inure to the benefit of any successor of Tenant unless Landlord's written consent for the transfer to such successor has first been obtained as provided in Section 16 of this lease.

32. HOLDING OVER: Any holding over after the expiration of the Term hereof, without the written consent of the Landlord, shall be construed to be a tenancy from month to month at 150% of the monthly rental called for in the last month of the Term and shall otherwise be on the same terms and conditions herein specified so far as applicable. If any of Tenant's personal property remains on the Premises after expiration of the Term, Tenant shall be conclusively deemed to be continuing to occupy the Premises. At Landlord's option, any personal property remaining after the expiration or termination of this Lease shall be deemed to have been abandoned, and Landlord, at Tenant's expense, may remove, store, sell or otherwise dispose of such property in such manner as Landlord may see fit and/or Landlord may retain such property as its property. If any part thereof shall be sold, then Landlord may receive and retain the proceeds of such sale and apply the same, at its option against the expenses of the sale, the cost of moving and storage and any Rent due under this Lease.

33. ENTIRE AGREEMENT: This Lease and its Exhibits set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

34. CAPTIONS AND SECTION NUMBERS: The captions and section numbers appearing in this Lease are inserted only as a matter of convenience and do not define, limit, construe, or describe the scope or intent of such sections or this Lease, nor affect this Lease.

35. PARTIAL INVALIDITY: If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

36. RECORDING: Tenant shall not record this Lease without the written consent of Landlord, however, upon the request of either Party hereto the other Party shall join in the execution of a memorandum or so-called "short form" of this Lease for the purposes of recordation.

37. NEUTRALITY OF CONSTRUCTION. This instrument shall not be construed more strongly against any Party regardless of who was more responsible for its preparation.

[Signatures on next page]

WITNESS the following signatures and seals:

LANDLORD:

Solutions Way Management, LLC, a
Virginia limited liability company

By: _____
Its: Managing Member

TENANT:

a _____

By: _____
Its: _____

Exhibit A

The Property

Exhibit B

The Premises

Exhibit C

The Parking Area

Exhibit D

The Prior Purchase Agreement

Exhibit E

The Recorded Access Grant

Exhibit F

The Work Allocation and Indemnification Agreement

Exhibit G

The Deed of Easement

Exhibit H

Alterations