

ATTACHMENT E

SAMPLE LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into this ____ day of _____, 2010, by and between THE COLONIAL WILLIAMSBURG FOUNDATION, a Virginia non-stock corporation ("Landlord" or "Party"), and _____ ("Tenant" or "Party") (together "Parties").

WITNESSETH

In consideration of the mutual covenants and agreements hereinafter set forth, and with intent to be legally bound, Landlord and Tenant agree and covenant as follows:

ARTICLE I – DEFINITIONS

Section 1.01 Definitions. As used in this Lease, the following terms shall have the following meanings:

(a) "Premises" means a three (3) bay, full service automotive leasing and maintenance Facility with attached wash bay located at 7239 Pocahontas Trail, Williamsburg, Virginia, 23185, together with Leased Land, paving, Selected Parking Areas, perimeter fencing, landscaping, driveway entrance, stormwater management retention pond, vehicle fueling islands and canopy, and dumpster, all constructed in 2005. Portions of the paved area are leased subject to certain terms described hereinafter under sections relating to "Common Areas". The exclusive right to use a tour bus drivers' lounge ("Bus Drivers' Lounge"), a compressed natural gas bus fueling station ("CNG Fueling Station"), and that portion of the total parking area not described as Selected Parking Areas are retained by the Landlord as described in Section 2.03(b) below.

(b) "Facility" means the main building at the Premises inclusive of automotive service areas, parts storage rooms and areas, break room, locker room, restrooms, and office space together with attached or adjacent fueling islands and canopy, tour bus dump, emergency generator, air compressor, and mechanical lubricating equipment and fluid dispensers. The exclusive right to use the second floor office area at the southeast end of the Facility and the stairs leading to the second floor office area are retained by the Landlord as described in Section 2.03(b) below.

(c) "Common Areas" means that portion of the Premises that is used jointly by Landlord and all tenants or business invitees including perimeter fencing, paving (exclusive of marked parking locations) and driveways, landscaping and buffer areas, drains, stormwater management retention pond, all exterior lighting whether affixed to the Facility or freestanding on poles, and all utility lines, pipes, and conduits.

(d) "Leased Land" means a parcel of real property with James City County Tax Map ID 5020100097, consisting of .34 acres and used as the principal entrance to the Premises, and a portion of a parcel of real property with City of Williamsburg Tax Map ID 560-01-00-001, consisting of 9 acres plus or minus being the area inside the perimeter fence, forming two parcels together and being the Leased Land portion of the Premises.

(e) "Land" means the entire two parcels of land where the Premises are located including parcel 5020100097 of .34 acres in James City County and parcel 560-01-00-001 of approximately 33 acres in the City of Williamsburg. The leased area comprises approximately 27% of the total land in the two parcels.

(f) "Selected Parking Areas" means four groups of non-contiguous vehicular parking spaces located immediately southeast (19 spaces), northeast (28 spaces) and northwest (10 spaces) of the Facility and at the far southwest extent of the property (14 spaces) for a total of 71 assigned spaces.

(g) "Commencement Date" means January 1, 2011.

(h) "Termination Date" means December 31, 2015.

(i) "VMA" means the Vehicle Maintenance Agreement executed simultaneously with this lease between The Colonial Williamsburg Foundation, the Williamsburg Area Transit Authority and Tenant and any amendments, schedules, and addenda to such VMA.

ARTICLE II
LEASE OF PREMISES; USE

Section 2.01 Lease of Premises. Subject to and upon the terms, conditions, covenants, and undertakings hereinafter set forth, Landlord does hereby demise and lease to Tenant, and Tenant does hereby lease from Landlord, the Premises, effective on the Commencement Date of this Lease.

Section 2.02 Condition of Premises. Tenant accepts the Premises in "as is" condition. Tenant is solely responsible for conducting such inspections, including an environmental review, as it may deem necessary prior to taking possession of the Premises. Once Tenant has taken possession of the Premises, Tenant will be responsible for the condition and continued maintenance and upkeep of the Premises including any and all conditions that may have existed prior to Tenant taking possession. Should elements of the Premises be found subsequent to the Commencement Date to be in disrepair Tenant may request correction of such conditions by submitting to the Landlord in writing a detailed and specific list of identified deficiencies. Landlord will correct such deficiencies at its sole discretion.

Section 2.03 Use.

(a) **Tenant's Use.** Tenant shall use the Premises solely for the operation of an automotive maintenance and repair business and a tour bus parking facility including, but not limited to, the housing, fueling, maintaining and repairing of automobiles, buses, motor trucks, and trailers, including outside parking and storage of such vehicles. Any other use, or change of use, shall be reasonably related to the uses set forth in this paragraph and subject to the prior written consent of the Landlord, which consent shall not be unreasonably withheld; provided however, that uses unrelated to those set forth in this paragraph shall be subject to the prior written consent of Landlord, which may be granted or withheld at Landlord's sole discretion. All use of the Premises under the terms of this Lease shall be consistent with the provisions of the City of Williamsburg zoning ordinance applicable to the Premises. Tenant shall reimburse Landlord in an amount equal to Tenant's Proportionate Share (as defined below) of all amounts payable by Landlord under Article V (Alterations and Improvements), Article VII (Maintenance and Repairs), Article VIII (Insurance) and Article X (Utilities and Services). Tenant's Proportionate Share with respect to the Premises shall be 100%. Tenant's Proportionate Share with respect to the Common Areas shall be 50%.

(b) **Landlord's Use.** Landlord reserves for its exclusive use and for the use of Landlord's agents, consultants, contractors, representatives, successors, assigns, licensees and invitees (i) all parking spaces not enumerated as Selected Parking Areas, including without limitation, the right to set and collect fees for vehicles that utilize said parking spaces, (ii) the CNG Fueling Station, (iii) the Bus Drivers' Lounge, and (iv) the second floor office space and means of ingress/egress for it (hereinafter collectively referred to as "Landlord's Space"). Landlord also reserves for itself and its agents, consultants, contractors, representatives, successors, assigns, licensees and invitees the right, together with Tenant, to use of the Common Areas as necessary to access and operate Landlord's Space and the facilities located thereon. Landlord shall reimburse Tenant in an amount equal to Landlord's Proportionate Share (as defined below) of all amounts payable by Tenant under Article V (Alterations and Improvements), Article VII (Maintenance and Repairs), Article VIII (Insurance) and Article X (Utilities and Services). Landlord's Proportionate Share with respect to Landlord's Space shall be 100%. Landlord's Proportionate Share with respect to the Common Areas shall be 50%.

(c) **Use by Other Tenants.** Landlord may at its discretion assign any or all of its rights and responsibilities in regard to Landlord's Space or the Common Areas to other tenants or third parties. Tenant shall treat such parties as required hereinafter in this Lease with respect to sharing of costs and shall, upon request of Landlord, invoice other tenants or third parties for all, or such percentage as may be directed by Landlord, of the proportionate shares of the costs of maintenance, improvements, utilities, taxes, etc.

(d) Neither party shall use the Premises, nor permit them to be used, for any unlawful purpose, and shall comply with all applicable laws, ordinances, rules, regulations, requirements, and orders of all municipal, county, state, and federal authorities or agencies respecting the use and occupancy of the Premises.

(e) Prior to Tenant undertaking a maintenance and/or repair project involving the Common Areas that would cost in excess of \$5,000.00, Tenant shall obtain Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed.

ARTICLE III
TERM; RENT; RECORDS; QUIET ENJOYMENT; CONDITION OF LAND; SURRENDER OF
PREMISES

Section 3.01 Term. The initial term of this Lease ("Initial Term") shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. local time on the Termination Date, unless sooner terminated pursuant to the provisions of this Lease Agreement. Provided Tenant is not in breach of the terms of this Lease, Tenant may extend the Initial Term for five (5) additional periods of one (1) year ("Renewal Terms") on the terms and conditions of this Lease, by giving Landlord written notice not less than ninety (90) days prior to the expiration of the then current term. All of the terms and conditions of this Lease shall apply to the Renewal Terms, except that (i) Tenant shall have no rights to renew this Lease other than those set forth in this Section 3.01, and (ii) the rent payable during the Renewal Terms shall be as specified in Section 3.02(b) below. All references in this Lease to the "Term" shall be deemed to include the Initial Term and the Renewal Terms, unless the context indicates otherwise.

Section 3.02 Rent.

(a) Tenant covenants and agrees to pay to Landlord, net over and above all taxes, utilities, maintenance, assessments, and other charges hereunder payable to the Landlord, for the use and occupancy of the Premises throughout the Initial Term rent in the amount of Six Thousand and 00/100 Dollars (\$6,000.00) per month.

(b) Tenant covenants and agrees to pay to Landlord, net over and above all taxes, utilities, maintenance, assessments and other charges hereunder payable to the Landlord, for the use and occupancy of the Premises throughout the Renewal Terms rent in the amount of Six Thousand and 00/100 Dollars (\$6,000.00) per month plus 2% (two percent) of the amount paid in each preceding period.

(c) Rent payments shall be due on the last day of the month preceding the month for which the payments are applicable.

Section 3.03 Quiet Enjoyment. Landlord covenants and agrees that upon Tenant paying all rent and performing all of the covenants and conditions herein set forth, Tenant shall and may peaceably and quietly have, hold and enjoy the Premises hereby demised for the Term or Terms herein provided and for the intended uses and purposes, subject nevertheless to the provisions of this Lease.

Section 3.04 Condition of Land. Landlord represents that, to its actual knowledge, without independent inquiry or investigation, it owns the Land in fee simple and has the right to lease the same to Tenant. Landlord agrees to deliver to Tenant the Premises on the Commencement Date, free from tenancy of any party other than Tenant except as provided in section 2.03(c).

Section 3.05 Tenant's Surrender of Premises. On the last day of the Term of this Lease or upon earlier termination in accordance with this Lease and subject to Article XIV hereof, Tenant shall peaceably surrender the Premises to Landlord broom clean and in good state of repair equal to that existing as of the Commencement Date, reasonable wear and tear excepted.

ARTICLE IV IMPOSITIONS

Section 4.01 Real Estate Taxes. Upon receipt of invoice from Landlord, Tenant agrees to pay to Landlord, fifty percent (50%) of the total cost of all real estate and ad valorem taxes and assessments and all other impositions that are now or may be levied or assessed during the Term upon the improvements on the Premises and thirteen and one-half percent (13.5%) of the total cost of all real estate and ad valorem taxes and assessments and all other impositions that are now or may be levied or assessed during the Term upon the Leased Land.

Section 4.02 Right to Contest. Subject to the provisions of this Section 4.02, Tenant shall have the right to contest all taxes, assessments, impositions, and charges levied against the Premises, and Landlord agrees to join in such contest, if required by law, and to permit Tenant to contest the same in Landlord's name; provided that Tenant bear the cost of any such contest, and provided further that Tenant shall take all reasonable steps necessary to ensure that Landlord's interest in the Premises shall not be subject to lien or forfeiture as a result of such contest. Landlord shall promptly send Tenant notice of any increase in the assessment of the Premises.

Section 4.03 Personal Property Taxes. Tenant shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of Tenant contained in the Premises or elsewhere. Tenant shall cause said trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the personal property of Landlord.

ARTICLE V ALTERATIONS AND IMPROVEMENTS

Section 5.01 Construction of Improvements. Tenant shall have the right during the Term, at its own cost and expense, to erect a sign or signs upon the Premises, subject to the prior written approval of Landlord as to size, design, location, text, materials, illumination and number of signs, which consent shall not be unreasonably withheld and, subject to such approvals as may be required by the City of Williamsburg and/or James City County. Tenant may make, at its sole cost and expense, any and all remodeling, paving, fencing, and construction changes and improvements to the Premises, provided Tenant shall have obtained Landlord's prior written consent thereto, which consent shall not be unreasonably withheld. Upon receipt of an invoice from Tenant, Landlord agrees to pay Tenant for Landlord's Proportionate Share of the costs for any alterations or improvements to the Landlord's Space and the Common Areas as set forth in Section 2.03(b).

Section 5.02 Compliance. Any removals, additions, alterations, paving, fencing, or improvements made on or to the Premises shall be in compliance with all applicable permits and authorizations, with all building and zoning laws and with all other laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, all at Tenant's sole cost and expense.

Section 5.03 No Liens. Any alterations or construction performed by Tenant shall be the sole obligation of and at the sole cost of Tenant so that the Premises shall at all times be free of liens, including without limitation, mechanic liens, and other charges or claims by third parties. Should any lien, charge or claim be filed as a result of any alterations or construction performed by Tenant or acts or omissions of Tenant, Tenant agrees either to cause the same to be removed of record within sixty (60) days after the date of filing or to furnish Landlord with a surety bond securing Landlord against any payment which may thereafter be required to be paid to have such lien, charge or claim canceled or discharged of record. Any such bond shall be in the amount of the lien, charge or claim, plus a reasonable amount in excess thereof to cover the interest and other anticipated costs and expenses that may be incurred in connection with the cancellation and discharge of any such lien. Upon Tenant's failure to discharge any lien, charge or claim, as required in this paragraph, Landlord may do so and Tenant agrees to promptly reimburse Landlord for all costs expended by Landlord in connection with its discharge of such lien, charge or claim. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all liens, charges or other encumbrances of whatsoever nature and all expenses in connection therewith including attorneys' fees resulting from Tenant's failure to comply with the provisions of this Section 5.03.

Section 5.04 Title to Improvements. At the expiration or termination of this Lease, and, subject to the provisions of Article XIV, Tenant shall have the right to remove all personal property of Tenant upon early termination or by the Termination Date, whichever comes first. Tenant shall repair all damage to the Premises caused by such removal and restore the Premises in good repair, order and condition, to the same condition it was in immediately before said removal, reasonable wear and tear excepted. Any real property or improvement constructed by Tenant shall be deemed to automatically pass to Landlord on the day following the Termination Date or date of early termination, unless Landlord gives Tenant written notice that Landlord declines to accept such property; in such case Tenant must remove said property or cause it to be removed at Tenant's sole expense. Should title to any property pass from Tenant to Landlord as provided for herein, Tenant agrees to execute any documents reasonably requested by Landlord to evidence the transfer of title.

ARTICLE VI
SUBORDINATION; NON-DISTURBANCE/NON-SUBORDINATION

Section 6.01 Subordination and Non-Disturbance. This Lease, including any renewals, modifications or amendments thereto, is and shall be and remain subordinate to any mortgage or deed of trust encumbering Landlord's interest in the Land (the "Mortgage"); provided, however, that as long as Tenant is not in default under this Lease the holder of any Mortgage will not, unless required by applicable law to perfect its foreclosure, name or join Tenant as a party defendant in any suit, action or proceeding, nor so long as Tenant is not in default under this Lease will this Lease be terminated or Tenant's quiet use and enjoyment of the Premises otherwise adversely affected by the enforcement of rights given to the holder of any Mortgage or other documents held by such holder, Tenant agrees to execute such documents confirming the provisions of this Section 6.01 as may be reasonably requested by Landlord.

Section 6.02 Non-Subordination of Fee Interest. Notwithstanding any other provision of this Lease, Tenant shall not have the power or right to subject Landlord's title or interest in or to the Premises to any mechanics lien or lien for materials, nor shall any provision of this Lease be construed so as to permit Tenant to encumber the title or interest of Landlord in or to the Premises or under this Lease and all liens on Landlord's title or interest for or on account of any improvement made by Tenant or anyone claiming by, through or under Tenant is hereby expressly prohibited.

ARTICLE VII
MAINTENANCE AND REPAIRS; SECURITY

Section 7.01 Maintenance and Repairs. Tenant covenants to maintain in good order and condition, and take care of, the Premises and every part of the Premises, and to promptly make all necessary interior and exterior structural and non-structural repairs to the Facility, including, but not limited to, plumbing, heating, ventilating and air conditioning systems, electrical and lighting facilities, equipment within the Facility, interior and exterior walls, ceilings, windows, doors, plate glass and skylights, roof, roadways within the Premises, and walks, curb-cuts, gutters, landscaping, fences, driveways, paving (including asphalt and cement), striping, and canopies within the Premises, at Tenant's sole cost and expense. Tenant shall also be responsible for the removal of ice and snow from the Premises, including the costs of such removal. Tenant agrees to maintain the Premises in accordance with all applicable laws, regulations, ordinances, statutes, rules, orders, and decrees of federal, state, municipal, and local governmental authorities. Tenant will permit Landlord and its agents at all reasonable times and upon reasonable advance notice during the Term to enter the Premises and examine the state of repair and condition thereof. Upon receipt of an invoice from Tenant, Landlord agrees to pay Tenant for Landlord's Proportionate Share of the costs to maintain and repair Landlord's Space and the Common Areas as set forth in Section 2.03(b). Tenant agrees to invoice other tenants or third parties for proportionate shares of maintenance costs upon request of Landlord as set forth in Section 2.03(c).

Section 7.02 Tenant's Failure to Maintain Premises. If Tenant fails to perform its obligations under this paragraph or under any other provision of this Lease, Landlord may enter upon the Premises after ten (10) calendar days prior written notice to Tenant, (except in the case of emergency, in which case, no notice shall be required) to perform such obligations on Tenant's behalf and put the Premises in good order, condition and repair, and the cost thereof together with interest thereon at the lesser of the prime rate plus three percent (3%) or the maximum rate then allowable by law shall be due and payable as additional rent to Landlord together with Tenant's next rent installment.

Section 7.03 Security. Tenant shall be responsible for the security of the Premises, except that Tenant shall bear no responsibility for security of the interior of the second floor office areas or the interior of the Bus Drivers' Lounge. Landlord and its other tenants or assigns bear no responsibility to Tenant or otherwise for security of the Premises; provided however, that Landlord and its other tenants or assigns may monitor security (either by cameras, alarms, physical access by Landlord's Security Department or any combination thereof, in Landlord's sole discretion) of the area within the Premises' perimeter fence ("Landlord's Permitted Security Access Area"). Upon Landlord's request, Tenant shall provide Landlord key(s) or lock combinations/passwords to the perimeter fence for Landlord's use in the event it elects to respond to a breach or potential breach of security within Landlord's Permitted Security Access Area. Should Landlord elect to respond to a security breach, such response shall not relieve Tenant of its obligations to secure the Premises. Landlord may, at its sole discretion, elect to delegate the right of response to any security breaches to its other tenants and/or assigns.

ARTICLE VIII **INSURANCE**

Section 8.01 Insurance Coverage. Tenant shall maintain at its sole cost during the Term of this Agreement at a minimum the insurance coverage set forth below with companies licensed to conduct business in the Commonwealth of Virginia with an AM Best rating of A or higher and satisfactory to The Colonial Williamsburg Foundation.

Business Personal Property including Inventory:

Tenant shall maintain Commercial Property Coverage under the Special Causes of Loss form with the limit of insurance shall equal than the replacement cost of the Tenant's inventory, furniture, fixtures, equipment and any improvements or betterments made by the tenant to the Premises. The Tenant shall maintain under the Commercial Property Coverage policy insurance coverage for business interruption for a period not less than six months.

Worker's compensation: State: Statutory; Employer's liability: \$1,000,000 including a waiver of subrogation.

Commercial General Liability (including Products and Completed Operations; occurrence form) including if necessary Umbrella/Excess liability: \$2,000,000 per occurrence/\$4,000,000 general aggregate. Coverage shall be endorsed to name The Colonial Williamsburg Foundation as an additional insured.

All policies shall contain a provision that coverage may not be canceled or materially changed without providing a minimum of thirty (30) days' notice of such change to the Insured. Notice for nonpayment of premium shall be a minimum of ten (10) days. Tenant shall provide notice to The Colonial Williamsburg Foundation's Insurance Department via szoboli@cwf.org, with a copy to kreisweber@cwf.org, immediately upon any receipt of a notice of cancellation or material change to the coverage required hereunder. Failure of Tenant to meet such requirement shall constitute a breach of this Agreement.

Tenant shall, upon execution of the agreement, require its insurance agent provide a certificate of insurance and a copy of the additional insured endorsement showing all coverage outlined above.

The insurance certificate holder and additional insured shall be designated only as:

The Colonial Williamsburg Foundation
PO Box 1776
Williamsburg, VA 23187-1776

Should Tenant fail to effect the insurance called for herein, Landlord may, at its sole option, procure said insurance and pay the requisite premiums, in which event Tenant shall reimburse Landlord all sums so expended by Landlord, as additional rent, including the amount of any such premium promptly upon demand by Landlord.

ARTICLE IX
INDEMNIFICATION

Section 9.01 Indemnification of Landlord. Tenant agrees to indemnify, defend, protect and hold harmless Landlord and its trustees, directors, officers, employees, agents, attorneys, successors and assigns from and against any and all liabilities, obligations, claims, damages, costs and expenses (including reasonable attorneys' and expert witnesses' fees) incurred by or asserted against Landlord to the extent of (a) any negligent or willful act or omission on the part of Tenant or Tenant's agents or employees, (b) any failure on the part of Tenant to perform or comply with any of the terms of this Lease, or (c) Tenant's use of the Premises or the conduct of Tenant's business or from any activity, work or other things done, permitted or suffered by Tenant in or about the Premises.

Section 9.02 Tenant's Costs and Expenses. Tenant will pay to Landlord on demand all costs and expenses including reasonable attorney's fees incurred by Landlord in enforcing any of the covenants herein contained, in remedying any breach by Tenant of said covenants, in recovering possession of Premises, in collecting any delinquent rent, taxes or other charges hereunder payable by Tenant, or in connection with any litigation commenced by or against Tenant and to which Landlord without any fault on its part shall be made party.

Section 9.03 Landlord's Costs and Expenses. Landlord will pay to Tenant on demand all costs and expenses including reasonable attorney's fees incurred by Tenant in enforcing any of the covenants herein contained, in remedying any breach by Landlord of said covenants, in collecting any delinquent charges hereunder payable by Landlord, or in connection with any litigation commenced by or against Landlord and to which Tenant without any fault on its part shall be made party.

Section 9.04 Survival. The terms of this Indemnification provision shall survive expiration or termination of this Lease to the extent the act or omission that gives rise to a claim for indemnification occurred prior to expiration or termination.

ARTICLE X
UTILITIES AND SERVICES

Section 10.01 Utilities. Tenant shall pay or cause to be paid, before the same becomes delinquent, all charges, if any, for gas, water, sewer, electricity, heat, air conditioning, telephone service, refuse collection, and any and all other utility or energy service used or rendered in connection with the Premises throughout the Term, whether made by governmental authority or public or a community service company and whether assessed to or payable by Landlord or Tenant. Upon receipt of an invoice from Tenant, Landlord agrees to pay Tenant for Landlord's Proportionate Share of the utility and service costs incurred in connection with Landlord's Space and the Common Areas as set forth in Section 2.03(b). Tenant agrees to invoice other tenants or third parties for proportionate shares of utility costs upon request of Landlord as set forth in Section 2.03(c). Gas used or consumed in connection with the CNG Fueling Station is not subject to the terms of this Section 10.01 and such cost will be entirely the responsibility of Landlord.

ARTICLE XI
DAMAGE OR DESTRUCTION

Section 11.01 Not Wholly Un-tenantable. Subject to the provisions of Section 11.02, if the Facility is damaged by fire, the elements, accident or other casualty during the Term (any of such causes being referred to herein as "Casualty"), Tenant shall promptly cause such damage to be repaired at its sole cost and expense to the extent of available insurance proceeds.

Section 11.02 Wholly Un-tenantable. If, as the result of a Casualty, the Facility is (a) rendered wholly un-tenantable, or (b) damaged as a result of any cause which is not covered by Tenant's insurance, or (c) damaged or destroyed in whole or in part during the last year of the Term, Tenant may elect to terminate this Lease by giving notice of such election to Landlord within ninety (90) days after the occurrence of such Casualty. If such notice is given,

except as otherwise expressly provided, the rights and obligations of the parties under this Lease shall cease as of the date of such notice.

ARTICLE XII **CONDEMNATION**

Section 12.01 Partial Taking. If any part of the Premises shall be taken or condemned for any public use by any legally constituted authority by right of eminent domain and a part thereof remains which, (in Tenant's reasonable judgment), is suitable for the full conduct of Tenant's business, this Lease as to the part to be taken shall terminate as of the date title shall vest in the condemnor (or such earlier date on which possession of the Premises must be given to the condemnor). If the aforementioned taking renders the remainder of the Premises unsuitable for Tenant's use, Tenant may terminate this Lease as of the date when Tenant determines that the Premises is unsuitable for Tenant's use by giving notice to that effect within thirty (30) days after such determination in which event neither party shall have any further rights and obligations hereunder, except as otherwise expressly provided herein.

Section 12.02 Total Taking. If all or substantially all of the Premises are taken or condemned or so much thereof that the use by Tenant shall be substantially impaired, this Lease shall terminate, and neither party shall have any further rights and obligations hereunder except as otherwise expressly provided herein.

Section 12.03 Compensation. Landlord shall be entitled to the full amount of any and all compensation awarded or granted in connection with any condemnation or taking of the Premises pursuant to this Article XII and Tenant hereby assigns to Landlord any and all rights it may have to receive any percentage of such proceeds. Notwithstanding the provisions herein, Tenant shall have the right to make a separate claim with the condemning authority for the value of Tenant's trade fixtures and relocation expenses, to the extent permitted by applicable law.

Section 12.04 Fully Informed. In the event of any taking, the parties agree to keep each other fully informed concerning the progress of the proceedings and of any negotiations in connection therewith. Both parties shall have the right, at their sole cost and expense, to participate in such proceedings and negotiations and both parties and their attorneys shall consult and cooperate with each other in connection therewith and furnish to each other copies of all papers and documents served and received in connection therewith. Both Landlord and Tenant shall have the right on written notice to the other to institute any action or proceeding or if any action or proceeding is pending to intervene therein and to continue therewith to obtain the largest award possible.

ARTICLE XIII **ASSIGNMENT AND SUBLETTING**

Section 13.01 Assignments and Subletting. Tenant may not assign or mortgage this Lease or sublet the Premises in whole or in part without the prior written consent of Landlord. In the event Landlord consents to any such assignment or sublease, Tenant shall remain liable for the payment of rent and for the full performance of all of the terms and conditions to be observed by Tenant under this Lease, unless Landlord agrees in writing to release Tenant, which consent may be withheld in Landlord's sole discretion. Notwithstanding the foregoing, Tenant shall have the right to assign or sublet this Lease without Landlord's consent (1) to any entity which controls Tenant, is controlled by Tenant or is under common control with Tenant; or (2) to a successor entity into which or with which Tenant is merged or consolidated or which acquired substantially all of Tenant's assets and property, provided that such successor corporation assumes substantially all of the obligations and liabilities of Tenant (including, without limitation, those obligations of Tenant arising under this Lease and the VMA). For the purpose hereof, "control" shall mean ownership of not less than fifty percent (50%) of all the voting stock or legal and equitable interest in such corporation or entity. The prohibition against mortgages, assignments and sub-lettings contained in this Article XIII shall be construed to include a prohibition against any mortgage, assignment or subletting by operation of law.

ARTICLE XIV **FIXTURES AND TRADE FIXTURES**

Section 14.01 Fixtures and Trade Fixtures. It is expressly understood and agreed that any and all signs, trade fixtures, machinery, furniture, appliances, and equipment erected or installed by Tenant, whether or not attached

to the Premises, shall, subject to the provisions of Section 14.02, remain the property of Tenant and shall be removed by Tenant at or before the expiration of this Lease, and any renewals thereof, unless purchased by Landlord. Tenant shall repair all damage, at its sole cost and expense, in a good and workmanlike manner, which may be caused by any such removal. Any such property not removed prior to the expiration or termination of this Lease shall, at Landlord's option, either becomes the property of Landlord, or Landlord may remove same at Tenant's cost and expense, including any storage charges.

Section 14.02 Landlord's Right to Purchase. Excluding material proprietary to Tenant, Landlord shall have the right, but not the obligation to purchase the machinery, equipment, appliances, furniture used at or located on the Premises, and, or the trade fixtures at the expiration or termination of this Lease, for their fair market value at the time of the purchase as determined by a third party mutually agreed upon by Landlord and Tenant or their depreciated value, whichever is less, provided, however, the purchase price shall not be less than Tenant's book value.

ARTICLE XV **DEFAULT**

Section 15.01 Tenant's Default. Tenant agrees that one or more of the following events shall be considered "Events of Default" as said term is used herein:

- (a) Tenant shall be adjudged an involuntary bankrupt or a decree or order approving as properly filed a petition or answer filed against Tenant asking for reorganization of Tenant under the Federal Bankruptcy Law as now or hereafter amended, or under the laws of any state, shall be entered and such decree, judgment or order shall not have been vacated or set aside within thirty (30) days from the date of the entry or granting thereof; or
- (b) Tenant shall institute any proceeding or give its consent to the institution of any proceedings for the relief of Tenant under any bankruptcy or insolvency laws; or
- (c) Tenant shall make any assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver for Tenant; or
- (d) Tenant shall default in any of the other covenants and agreements herein contained to be kept, observed and performed by Tenant, including, but not limited to Tenant's obligation to pay rent, and such default shall continue for thirty (30) days after Tenant receives written notice thereof, unless the default is of such nature that it cannot be cured within such thirty (30) day period, in which case no Event of Default shall occur so long as Tenant shall commence the curing of the default within such thirty (30) day period and shall thereafter diligently prosecute the curing of same.

Section 15.02 Early Termination. In the event that the VMA is terminated by either party in accordance with its terms, this Lease shall likewise terminate, and neither party shall have further rights or obligations hereunder, except as otherwise expressly provided. , In the event this Lease is terminated by either party for default as defined in this Article XV, the non-defaulting party may terminate the VMA at its option.

Section 15.03 Remedies Upon Default. Upon the occurrence of any one or more of such Events of Default, Landlord shall have all rights and remedies available to it under applicable law, including the following rights, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have reason of such Events of Default:

- (a) The right to terminate Tenant's right to possession of the Premises and remove Tenant's property by any lawful means, in which case the Lease and the term hereof shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, the cost of recovering possession of the Premises; expenses of re-letting the Premises, including real estate commission actually paid to re-let the Premises (prorated to cover only the remaining term of the Lease).

(b) The right to maintain Tenant's right to possession in which case this Lease shall continue in effect, regardless whether Tenant shall have vacated or abandoned the Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover rent.

(c) The right to pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the Commonwealth of Virginia. Unpaid installments of rent and other unpaid monetary obligations of Tenant under the terms of the Lease shall bear interest from the date due at the lesser of the prime rate plus 3% or the maximum rate then allowable by law.

(d) Landlord shall mitigate its damages to the extent reasonable under the circumstances.

Section 15.04 Landlord's Default. Landlord's failure to perform or observe any of its Lease obligations after a period of thirty (30) days after Landlord receives written notice from Tenant shall be a Landlord Default. Tenant's notice to Landlord of a possible Landlord Default shall include reasonable detail describing the nature and extent of such failure and shall identify the Lease provision(s) containing the obligation(s). Upon the happening of a Landlord Default, Tenant shall have the right, but not the obligation, to perform Landlord's obligation and either recover from Landlord, or deduct from any sums due from Tenant hereunder, any cost incurred by Tenant in performing Landlord's obligation. In addition, Tenant may pursue any other legal or equitable remedies, including termination of this Lease.

ARTICLE XVI **HOLDING OVER**

Section 16.01 Holding Over. Should Tenant, with Landlord's written consent, which consent may be withheld in its sole discretion, hold over at the end of the Term, Tenant shall become a Tenant at will and any such holding over shall not constitute an extension of this Lease. During such holding over, with Landlord's consent, Tenant shall pay rent and other charges at the highest monthly rate provided for herein, and shall fulfill all other applicable obligations and covenants as stated herein. Should Tenant, without Landlord's written consent, which consent may be withheld in its sole discretion, hold over at the end of the Term, Tenant shall become a Tenant at will and any such holding over shall not constitute an extension of this Lease. During such holding over, without Landlord's consent, Tenant shall pay rent and other charges at 150% of the highest monthly rate provided for herein, and shall fulfill all other applicable obligations and covenants as stated herein. This Article XVI shall expressly survive the expiration or earlier termination of this Lease for so long as Tenant shall continue to occupy the Premises.

ARTICLE XVII **ACCESS**

Section 17.01 Access. Landlord may at any time within one (1) year prior to the expiration of the Term have access to the Premises during normal business hours upon reasonable advance notice and may display in a conspicuous place on the Premises not more than two "Real Estate For Rent" or "Real Estate For Sale" signs, each not to exceed twenty (20) square feet in size, and Tenant agrees that no employee or agent of Tenant will interfere with such signs when so placed. Landlord agrees that it shall exercise its rights under this Section 17.01 so as not to interfere with the operation of Tenant's business on the Premises.

ARTICLE XVIII **WAIVER**

Section 18.01 Waiver. The failure on the part of Landlord or Tenant to insist at any time upon the strict performance of any one or more of the provisions of this Lease shall not be deemed to be a waiver of any of the rights or remedies that Landlord or Tenant may have and shall not be deemed to be a waiver of any subsequent breach or default of the provisions of this Lease; the acceptance of rent by the Landlord shall not be deemed a waiver by Landlord of any breach by Tenant of any covenant contained herein or of Landlord's right to re-enter for breach of condition.

ARTICLE XIX
BROKERAGE

Section 19.01 Brokerage. Landlord and Tenant each represent and warrant to the other that neither has employed any broker or agent in connection with this Lease. Each party agrees to indemnify and hold harmless the other for any claims, obligations, liabilities, damages, costs and expenses arising from a breach of their representations or warranties under this Section.

ARTICLE XX
NOTICES

Section 20.01 Notices. All notices to or demands upon Landlord or Tenant shall be in writing sent or delivered either personally or by registered or certified mail, return receipt requested, at the addresses set forth below or at such other addresses as the parties shall designate to each other in writing from time to time:

Landlord: THE COLONIAL WILLIAMSBURG FOUNDATION
Senior Vice President for Finance and Administration
P. O. Box 1776
Williamsburg, Virginia 23187-1776
With a copy to the Office of General Counsel at the same address

Tenant: XXXXXXXX
XXXXXXXX
XXXXXXXX
XXXXXXXX
Attn: XXXXXXXX

With a copy to the Legal Department at the same address.

ARTICLE XXI
HAZARDOUS MATERIAL

Section 21.01 Environmental Indemnities. In addition to any other indemnity from Landlord provided for in this Lease, Landlord shall indemnify, defend, protect, and hold harmless Tenant and its partners and their respective partners, directors, officers, shareholders, members, partners, affiliates, trustees, employees, agents, attorneys, successors, and assigns, from and against any and all claims, liabilities (including strict liability), penalties, fines, judgments, forfeitures, costs and expenses of investigations, damages (including without limitation punitive damages), encumbrances, liens, any directive of any governmental authority, whether or not such claim or directive is ultimately defeated or negated, losses, costs, or expenses (including attorney's fees, consultants' fees, and expert fees) for Environmental Damages arising from or caused in whole or in part, directly or indirectly, by (i) the presence in, on, under, or about the Premises, or any discharge or release in or from the Premises of any Hazardous Substance except to the extent that any such presence, discharge, or release is caused by Tenant's activities, or the activities of Tenant's contractors, agents, representatives, customers, or invitees (hereafter "Tenant's Invitees"), on the Premises, or (ii) Landlord's failure to comply with any Environmental Law to the extent that compliance is required on account of Landlord's activities or Landlord's failure to act on the Premises.

In addition to any other indemnity from Tenant provided in this Lease, Tenant shall indemnify, defend, protect, and hold harmless Landlord and its directors, officers, shareholders, members, partners, affiliates, trustees, employees, agents, attorneys, successors, and assigns, from and against any and all claims, liabilities (including strict liability), penalties, fines, judgments, forfeitures, costs and expenses of investigations, damages (including without limitation punitive damages), encumbrances, liens, any directive of any governmental authority, whether or not such claim or directive is ultimately defeated or negated, losses, costs, or expenses (including attorney's fees, consultants' fees, and expert fees) for Environmental Damages arising from or caused in whole or in part, directly or indirectly, by (i) the presence in, on, under, or about the Premises, or any discharge or release in or from the Premises of any

Hazardous Substance, caused by Tenant's, or Tenant's Invitees', activities or failure to act on the Premises, (ii) Tenant's failure to comply with Environmental Law to the extent that compliance is required on account of Tenant's activities or Tenant's failure to act on the Premises, or (iii) the use, operation, maintenance, repair, and removal of the "Tanks" by Tenant or Tenant's Invitees (as hereinafter defined).

The indemnity obligation of both Landlord and Tenant created hereunder shall include, without limitation, and whether foreseeable or unforeseeable, any and all costs incurred in connection with any site investigation, and any and all costs for repair, cleanup, detoxification or decontamination, removal action, response activity, or other remedial action of the Premises. The obligations of the parties hereunder shall survive the expiration or earlier termination of this Lease, and any extensions thereof.

As used in this Lease, the term "Hazardous Substance(s)" means any hazardous or toxic substances, materials or wastes, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. 172.101) or by the Environmental Protection Agency as hazardous substances (40 C.F.R. Part 302) and amendments thereto, or such substances, materials and wastes which are or become regulated under any applicable local, state or federal law including, without limitation, any material, waste or substance which is (i) petroleum or petroleum byproducts or derivatives, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. § 1251, et seq. (33 U.S.C. § 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 1317), (v) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. (42 U.S.C. § 6903) or (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601, et seq. (42 U.S.C. § 9601).

As used in this Lease, the term "Environmental Law(s)" means each and every federal, state, local or municipal statutory or common law, ordinance, regulation, rule, decree, agency guidance, and order now existing or hereafter adopted with respect to Hazardous Substances or relating to pollution of protection of human health or protection or conservation of the environment and cultural resources, including without limitation, all common laws of nuisance or trespass, and all laws and regulations relating to emissions, discharges, releases or threatened releases of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or wastes into the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or wastes.

As used in this Lease, the term "Environmental Damages" means (i) damages for personal injury, death, or injury to property or natural resources occurring upon or off of the Premises, foreseeable or unforeseeable, including, without limitation, the cost of demolition and rebuilding of any improvements on real property, interest and penalties; (ii) reasonable fees incurred for the services of attorneys, consultants, engineers, contractors, experts, laboratories and all other costs incurred in connection with the investigation, cleanup or remediation of such Environmental Condition or violation of applicable Environmental Laws relating thereto, including, without limitation, the preparation of any work plans, remedial investigations, feasibility studies or reports, or the performance of any cleanup, remediation, removal, abatement, containment, closure, restoration or monitoring work required by any governmental authority or entity, or to restore the properties or any assets to a condition that is in full compliance with any standard of remediation required under applicable Environmental Laws then in effect, or fully promulgated, though not yet effective, or otherwise expended in connection with such conditions, and including, without limitation, any attorneys' fees, costs and expenses incurred in enforcing this Indemnity or collecting any sums due hereunder; and (iii) liability of Landlord or its directors, officers, shareholders, members, partners, affiliates, trustees, employees, agents, attorneys, successors, and assigns to any person or entity to indemnify such person or entity for costs expended in connection with any items referenced in this definition.

As used in this Lease, the term "Environmental Condition" means any condition with respect to the Premises which requires any investigation, sampling, testing, monitoring, or reporting that is required, arises, or is related to the presence or release of Hazardous Materials present on, under, or emanating to or from the Premises.

ARTICLE XXII
STORAGE TANKS

Section 22.01 Storage Tanks. As part of the Premises, Tenant shall lease two underground fuel storage tanks (the “Tanks”) on the Land. Tenant shall, at its sole cost and expense, maintain the Tanks in a state of good order and repair and in compliance with applicable Environmental Laws. During the Term, Tenant shall maintain a pollution legal liability insurance policy, or sufficient tangible net worth to meet the financial test for financial responsibility under appropriate Environmental Law, in the amount of at least \$1 million per occurrence and \$2 million annual aggregate, to provide coverage for corrective action and compensating Landlord and third parties for bodily injury and property damage caused by accidental releases from operation of the Tanks. At or before the termination of the Term, Tenant shall remove the Tank(s) in accordance with all applicable Environmental Laws; provided however, that if Landlord notifies Tenant in writing sixty (60) days prior to termination of the Term to leave the Tank(s) undisturbed, Tenant shall not remove the Tank(s). In the event Landlord requests that Tenant leave the Tanks undisturbed, at or before the termination of the Term, Tenant shall hire an independent consultant mutually agreeable to both Landlord and Tenant to review Tenant’s release detection compliance and maintenance records and to perform a precision tank line tightness test and automatic tank gauge certification to evaluate whether the operation of the Tanks, or one of them, reasonably may have adversely impacted the soil, surface water, or groundwater on, beneath, or adjacent to the Premises. This independent consultant will also perform sampling in accordance with relevant and appropriate industry standards to evaluate whether spills or overfills of the Tanks, or one of them, have adversely impacted the soil, surface water, or groundwater on, beneath or adjacent to the Premises. If, based on the release detection compliance and maintenance records or performance of a precision tank line tightness test and automatic tank gauge certification, the independent consultant concludes that the operation of the Tanks reasonably may have adversely impacted the soil, surface water, or groundwater on, beneath, or adjacent to the Premises, the independent consultant will also perform sampling in accordance with relevant and appropriate industry standards to evaluate the integrity of the Tanks and its lines. If said independent consultant determines that the Tanks, or one of them, or lines to either or both of the Tanks, have not maintained its/their integrity, or that there have been releases of Hazardous Substances from the Tanks, or one of them, or spills or overfills, above regulatory levels established by Environmental Laws, Landlord may, at his option: (i) require that Tenant perform a government supervised closure of the Tank(s) in accordance with Environmental Laws sufficient to obtain regulatory closure (a Certificate of Satisfactory Completion of Remediation, a case closure letter, or some other correspondence from the Department of Environmental Quality, or its successor, indicating that no further action is required to effect a closure of the Tank(s)), and (ii) require that Tenant initiate an appropriate and reasonable response to remedy any Environmental Damages caused by Tenant’s operation of the Tanks.

In the event the independent consultant certifies that both Tanks have maintained their integrity and that operation, maintenance, and use of the Tanks has not adversely impacted the soil, surface water, or groundwater on, beneath, or adjacent to the Premises, Landlord shall accept the Tanks, and execute the necessary documents to transfer registry of the Tanks from Tenant to Landlord.

ARTICLE XXIII
MISCELLANEOUS

Section 23.01 Entire Agreement. This Lease embodies and constitutes the entire understanding between Landlord and Tenant with respect to the transactions contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Lease.

Section 23.02 Governing Law. This Lease shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia without giving effect to Virginia’s conflict of interest laws. Any litigation with respect to this Lease shall be brought in a court having jurisdiction in the City of Williamsburg, Virginia.

Section 23.03 Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Lease.

Section 23.04 Successors and Assigns. This Lease shall be binding upon and shall inure to the benefit of Landlord and Tenant and their respective heirs, personal representatives, successors, and assigns.

Section 23.05 Plurals; Gender. Whenever the context of this Lease shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa.

Section 23.06 Severability. In case any one or more of the provisions contained in this Lease shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein unless to do so would materially alter the benefits and burdens the parties hereto have bargained for.

Section 23.07 No Rights In Third Party. This Lease is not intended to, nor will it be construed to, create any rights in any third parties, including without limitation, in any person employed or engaged by Landlord or Tenant in connection with this Lease.

Section 23.08 Independent Contractors. In the performance of the services, duties and obligations of this Agreement, the Parties agree and acknowledge that Tenant is at all times acting and performing as an independent contractor, and nothing in this Lease is intended nor shall it be construed to create an employer-employee relationship, partnership or joint venture relationship between the Parties.

Section 23.09 No Offer. This Lease has been provided for examination only and does not constitute an offer. This Lease shall become effective only after execution hereof (or counterparts hereof) by the Parties.

Section 23.10 Use of Terms. “Shall” or “will” as used throughout this Lease are interchangeable and both convey a mandatory obligation. “Including” as used throughout this Lease means including without limitation.

Section 23.11 No Strict Construction. In the event an ambiguity or question of intent or interpretation arises, this Lease shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Lease.

Section 23.12 Time. Time is of the essence with respect this Lease; however, if the date for performance of any provision of this Lease is a Saturday, Sunday, or banking holiday in the State in which the Premises are located, then the date for performance shall be extended until the next day that is not a Saturday, Sunday, or banking holiday in the State in which the Premises are located.

Section 23.13 Tenant as Partnership. If Tenant is a partnership and if any partner or partners withdraw from the partnership, or if the partnership is otherwise dissolved, or control of the partnership changes, Tenant shall so notify Landlord. In the event of such withdrawal, change, or dissolution, Landlord may terminate this Lease by notice to Tenant effective sixty (60) days from the date of such notice from Tenant or the date on which Landlord first has knowledge of such withdrawal, change, or dissolution, whichever shall first occur.

Section 23.14 Exhibits. Exhibits referenced in this Lease are incorporated herein by such reference.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the day and year first above written.

LANDLORD:

ATTEST:

THE COLONIAL WILLIAMSBURG FOUNDATION

By: _____

Name: Robert B. Taylor

Title: Senior Vice President for Finance and Administration

TENANT:

ATTEST:

XXXXXXXXXXXX

By: _____

Name: XXXXXXXX

Title: XXXXXXXX

COMMONWEALTH OF VIRGINIA:

: ss.

CITY OF WILLIAMSBURG:

I hereby certify that on this _____ day of _____, 2010, before me, the undersigned Notary Public of the aforesaid Commonwealth and City, Robert B. Taylor personally appeared and acknowledged himself to be the Senior Vice President for Finance and Administration, and that he, as such officer, being authorized to do so, executed the foregoing Lease the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year first above written.

Notary Public

My Commission Expires:

STATE OF XXXXXXXXXXXX:

: ss.

COUNTY OF XXXXXXXX:

I hereby certify that on this _____ day of _____, 2010, before me, the undersigned Notary Public of the aforesaid State and County, personally appeared XXXXXX, who acknowledged himself to be the XXXXXXXXXXXX, and that he, as such XXXXXXXX being authorized to do so, executed the foregoing Lease Agreement for the purposes therein contained by signing the name of the corporation by himself as XXXXXXXX.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year first above written.

Notary Public

My Commission Expires: