

DEED OF GROUND LEASE

This DEED OF GROUND LEASE (the "Lease"), dated this __day of January, 2010, is made by and between the SOUTHAMPTON COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY (the "Lessor") and BUNROOTIS, LLC, a Delaware limited liability company (the "Lessee").

WHEREAS, the County of Southampton, Virginia (the "County") and Lessee have entered into that certain Comprehensive Agreement, dated January __, 2010 (the "Comprehensive Agreement"), pursuant to which, among other things, Lessee has agreed to enter this Lease and develop and operate a wetland and stream mitigation bank (the "Cheroenhaka Wetland and Stream Mitigation Bank" or the "Mitigation Bank") on land owned by the Lessor adjacent to a proposed industrial park development and the County agreed to cause Lessor to enter this Lease; and

WHEREAS, in accordance with the requirements of the Comprehensive Agreement, Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the Property described herein in accordance with the terms and conditions set forth below.

WITNESSETH

For and in consideration of the rents, and subject to the terms, conditions, covenants, promises and agreements herein made, Lessor hereby leases and demises unto Lessee and Lessee takes and hires from the Lessor the real property as more particularly depicted as the "Cheroenhaka Mitigation Bank," as depicted on a plat prepared by Timmons Group, titled "Plat Showing Cheroenhaka Mitigation Bank," dated January 13, 2010, which plat is attached hereto and incorporated herein as **Exhibit A**, and all rights pertaining thereto, subject however to all easements, restrictions and covenants of record (the "Property").

1. TERM OF LEASE:

The Property is leased to Lessee during a term (the "Initial Term") beginning on the first date after which both this Lease and the Comprehensive Agreement are fully executed and approved (the "Commencement Date") and terminating on January 31, 2025 (the "Termination Date"). The term of this Lease may be extended only as provided in Section 2.E.

2. RENT:

(A) Lessee covenants to pay Lessor a base rent (the "Base Rent") amount as described in the chart below, starting in the fourth year of the Initial Term and continuing for ten (10) years thereafter; however, there shall be no Base Rent due or accrued for the first three lease years of the Initial Term unless a "Base Rent Trigger Event" occurs.

Lease Year	Base Rent
1	n/a
2	n/a
3	n/a
4	\$100,000
5	\$100,000
6	\$150,000
7	\$150,000
8	\$175,000
9	\$175,000
10	\$200,000
11	\$200,000
12	\$250,000
13	\$250,000
14	n/a
15	n/a

A “Base Rent Trigger Event” shall be deemed to have occurred if, at any time prior to the start of the fourth Lease Year, the Developer has sold a cumulative total of 2,100 credits (in any combination of stream credits and wetland credits) since the inception of credit sales from the Mitigation Bank. If a Base Rent Trigger Event occurs, then the Base Rent schedule shall be accelerated such that the Base Rent originally due for the fourth Lease Year becomes due in the Lease Year in which the Base Rent Trigger Event occurs on a prorated basis, and Base Rent shall be due, at the rates set forth in the chart above, for that year and then for the next nine (9) years at the rates as listed in the chart above; except, however, that the remainder of the Base Rent for the first prorated year will be paid in the second year, in addition to the amount set forth in the chart above for the second year. Payments of Base Rent, the aggregate of which shall equal \$1,750,000.00, will be made quarterly in arrears.

(B) Furthermore, Lessee covenants to pay Lessor as additional rent (the “Additional Rent”) an amount equal to twenty-eight percent (28%) of the amount equal to the annual net

(C) The term "Lease Year," as used herein, shall mean a period of twelve (12) consecutive full calendar months. The first Lease Year shall begin on the Commencement Date and end on the last day of the twelfth (12th) full calendar month after the Commencement Date. Each succeeding Lease Year shall commence on each successive anniversary of the first Lease Year. If the Commencement Date occurs on a date other than the first (1st) day of a calendar month, (i) the first (1st) Lease Year shall include the remainder of the month in which the Commencement Date occurs and the following twelve (12) successive full calendar months and (ii) each succeeding Lease Year shall commence on each successive anniversary of the first (1st) day of the first (1st) calendar month immediately succeeding the month in which the Commencement Date occurs.

(D) Payments of Base Rent and Additional Rent shall be made payable to SOUTHAMPTON COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY and mailed to:

Southampton County Industrial Development Authority
26022 Administration Center Drive
P.O. Box 400
Courtland, Virginia 23837

or to such other party or place as Lessor may from time to time designate in writing as provided herein.

(E) At the sole option of the Lessee and upon notice to the Lessor given at least six months prior to the expiration of the then current term, the term of this Lease may be extended for up to five (5) one-year renewal terms. Rent for any such one-year renewal term shall equal 28% of the Net Revenue for that year, paid annually in arrears.

3. TRIPLE NET LEASE:

(A) This Lease shall be deemed and construed to be a triple net lease so that all costs relative to the possession, development, operation and maintenance of the Property shall be borne by the Lessee, but any costs related to ownership of the Property that do not directly pertain to the possession, development, operation and maintenance of the Mitigation Bank will be the responsibility of the Lessor. The Lessee shall pay the Base Rent and Additional Rent and all other payments required under this Lease free of all deductions, diminutions, defenses, claims or other deductions whatsoever.

Lessee shall promptly pay all charges and other levies of any nature against the Property and improvements thereon, whether ordinary or extraordinary, foreseen or unforeseen, together with any interest or penalties thereon, including without limitation, all applicable real estate taxes and any payments or use charges in lieu thereof, assessments, service charges, water and sewer charges, and utility charges relating directly to the Property. If the Property is not a separate tax parcel, Lessor and Lessee agree to cooperate to have the Property assessed as a separate tax parcel as soon following the Commencement Date as possible. To the extent not lawfully exempt therefrom, Lessee shall pay any and all applicable taxes levied upon or attributable to the operation of the Property or any furniture, fixtures or other personal property of Lessee brought onto the Property. Notwithstanding the foregoing, Lessee may, if it disputes the amount or validity of any liens, taxes, assessments, charges, penalties or claims upon the Property, contest and defend against the same, and in good faith diligently conduct any necessary proceedings to prevent and avoid the same in the name of Lessor; provided, however, that any such contest shall be prosecuted to a final conclusion as quickly as possible and that prior to initiating any such contest, Lessee shall deposit the disputed amount in escrow, where it shall be held until the conclusion of such contest. Any rebate made on account of any taxes or charges paid by Lessee with respect to the Property shall belong and be paid to Lessee. Lessor agrees to render Lessee all reasonable assistance, at no expense to Lessor, in contesting the validity or amount of any such taxes, assessments or charges, including joining in the signing of any reasonable protests or pleadings which Lessee may reasonably deem advisable to file. During any such contest, Lessee shall (by the payment of such disputed taxes, assessments or charges if necessary) prevent any public sale, foreclosure or any divesting thereby of Lessor's title, reversion or other interests in or to the Property.

(B) If the Lessee shall fail to make any payment when due or commence to perform any act required of it under this Lease, which failure continues for a period of thirty (30) days after written notice thereof from Lessor to Lessee, the Lessor may (but shall be under no obligation to) make such payment or perform such act. All amounts paid by the Lessor and all reasonable attorneys' fees, costs and expenses so incurred as to such payment and performance shall, together with interest thereon, be payable by Lessee as Supplemental Rent.

4. USE OF PROPERTY:

(A) The Property is to be used for developing and operating the Cheroenhaka Wetland and Stream Mitigation Bank in accordance with the Comprehensive Agreement and the Mitigation Banking Instrument (as defined in the Comprehensive Agreement) and all applicable ordinances, laws, regulations, permits and approvals therefore, and for no other purpose without Lessor's prior written consent, which consent shall not be withheld unreasonably.

(B) The "Improvements" to the Property shall include all improvements and structures hereafter situated, placed, constructed or installed on the Property, including, but not limited to, all landscaping, equipment, apparatus, machinery, fittings and appliances and any additions to, substitutions for, changes in or replacements of, the whole or any part thereof, as necessary and convenient to the development and operation of the Mitigation Bank. The Improvements shall be designed and constructed in accordance with the plans described in the Comprehensive Agreement. All Improvements shall be in compliance with all applicable laws, codes and ordinances of the Commonwealth of Virginia and Southampton County, Virginia. The Improvements may be constructed in two phases, in accordance with the provisions of the Comprehensive Agreement.

(C) Lessee shall have the right, at Lessee's sole expense, from time to time to submit, in its own name, applications for such building permits and all such other permits and approvals as shall be related to the use of the Property as the Mitigation Bank and the construction and operation of the Improvements thereon (the "Permits and Approvals").

(D) In the event any condition shall be imposed by any governmental authority with respect to the granting and/or approval of grading permits, building permits, and any and all other Permits or Approvals which require improvements relating solely to the operation of the Mitigation Bank to be made on or off the Property, the Lessee, at its cost and expense shall comply with such conditions.

(E) The Lessee may grant such easements, licenses, rights-of-way and other rights or privileges with respect to the Improvements and Property as normally exist on property of the character of the Improvements and the Property. Except as permitted by the preceding sentence, Lessee shall not cause or permit any mechanics or other liens or encumbrances to be filed against the Property or to remain against the Improvements, the Property or any other property of Lessor for a period in excess of thirty (30) days unless Lessee is contesting such liens or encumbrances and provides the bond as described herein. If a lien or claim of lien is filed against all or any part of or interest in the Property by any contractor, subcontractor, mechanic, laborer, materialman or any other person whomsoever, claiming through the Lessee, then Lessee shall initiate, within thirty (30) days (or such shorter period if reasonably deemed necessary in order to avoid a foreclosure of such lien) after notice of the filing of such lien or claim of lien, commence to have the same be discharged of record; provided, however, that Lessee shall have the right to contest the amount or validity of any such lien or claim of lien by appropriate proceedings, but in such event, Lessee shall promptly and fully bond over such lien by obtaining a statutory bond sufficient to discharge such lien with a responsible surety company acceptable to Lessor. Lessee shall prosecute such proceedings with due diligence and dispatch. Lessee shall also, at Lessee's expense, defend Lessor against any action, suit or proceeding which may be brought on or for the enforcement of any such lien and shall pay damages and satisfy and discharge any judgment entered in such action, suit or proceeding and save Lessor harmless from any liability, claim or damages resulting therefrom. Lessee shall not assign this Lease without the prior, express written consent of the Lessor, which consent shall not be withheld unreasonably. Upon the request of the Lessee and with the prior, express written consent of Lessor, which consent shall not be withheld unreasonably, Lessor may agree that this Lease shall be subordinate to another interest; provided, however, in no event shall Lessor's fee simple title to the Property be subordinated to any other interest.

(F) Lessor shall not cause or permit any mechanics or other liens or encumbrances to be filed against the Property or to remain against the Improvements, the Property or any other property of Lessor for a period in excess of thirty (30) days. If a lien or claim of lien is filed against all or any part of or interest in the Property by any contractor, subcontractor, mechanic, laborer, materialman or any other person whomsoever, claiming through the Lessor, then Lessor shall initiate, within thirty (30) days (or such shorter period if reasonably deemed necessary in order to avoid a foreclosure of such lien) after notice of the filing of such lien or claim of lien, commence to have the same be discharged of record; provided, however, that Lessor shall have the right to contest the amount or validity of any such lien or claim of lien by appropriate proceedings, but in such event, Lessor shall promptly and fully bond over such lien by obtaining a statutory bond sufficient to discharge such lien with a responsible surety company acceptable to Lessee. Lessor shall prosecute such proceedings with due diligence and dispatch.

5. INTENTIONALLY OMITTED.

6. NONSUBORDINATION AND NONDISTURBANCE:

Except as otherwise specifically provided herein, this Lease shall be a prior lien against the Property and/or Improvements in respect to any other lease, lien or encumbrance that may hereafter be placed on the Property or the Improvements. Lessee agrees, without any cost or expense to Lessor to execute any instrument that is necessary or is reasonably requested by Lessor to further effect the nonsubordination of this Lease. Lessee shall have no right to encumber the Property with any loan, mortgage or deed of trust. However, in the event the beneficiary under any mortgage or lien placed on the Property by Lessor succeeds to the interest of Lessor hereunder through foreclosure or otherwise, such beneficiary shall honor this Lease and not disturb Lessee in its possession of the Property except upon an Event of Default. In addition, Lessee shall attorn to any such beneficiary and agrees that such beneficiary shall not be liable to Lessee for any defaults by Lessor under this Lease or for any other event occurring prior to such beneficiary's succeeding to the interest of Lessor hereunder.

7. REPAIRS AND MAINTENANCE:

(A) Throughout the Term of this Lease and any renewals thereof, Lessee covenants to keep, repair and maintain, at Lessee's sole cost and expense, the Property and all Improvements thereto so as to strictly conform to and comply with any present or future laws, ordinances, codes, rules, regulations or requirements of any federal, state or municipal government, department, commission, board or officers having jurisdiction, foreseen or unforeseen, ordinary as well as extraordinary, whether or not such laws, ordinances, codes, rules, regulations or requirements shall necessitate structural changes or improvements or interferes with the use and enjoyment of the Property or the Improvements or alterations, and to take any and all actions necessary to avoid or eliminate any violation and maintain compliance with the Mitigation Banking Instrument.

(B) Throughout the Term of this Lease, Lessee shall, at Lessee's sole cost and expense, take good care of the Property and the Improvements, and, subject to reasonable wear and tear, will keep the same in good order and condition, and make all repairs thereto, interior and exterior, structural and nonstructural in compliance with the Mitigation Banking Instrument.

(C) Lessor shall have no obligation to maintain the Property or the Improvements to be constructed thereon at any time during the Term of this Lease.

8. LIABILITY INSURANCE:

From and after the Commencement Date of this Lease and thereafter during the Term, Lessee shall maintain, at minimum, the following liability insurance coverage for the Property:

(A) Obtaining coverage from companies that are reasonably satisfactory to the Lessor with at least an A (financial strength) and a VI (size) or greater rating by A.M. Best:

(i) Commercial General Liability Insurance including products and completed operations coverage: \$1,000,000 each occurrence; no exclusion for X, C and U hazards allowed.

(ii) Umbrella or Excess Liability insurance with following form coverage for a minimum single limit of \$2,000,000 supplementing the Commercial General Liability policy.

(iii) Lessee shall be responsible for the filing and settling of claims and liaison with insurance adjusters.

(iv) Lessee shall send proofs of coverage to the Lessor, which shall be deemed to have approved of such policies unless, within thirty (30) days after receipt thereof, the Lessor shall by notice in writing advise Lessor to the contrary.

(v) The Commercial General Liability and Umbrella or Excess Liability insurance policies shall name the Lessor, and the security trustees, if any, as part of any financing, if any, as Additional Insureds. Lessee shall provide a policy endorsement in the form as follows:

Additional Insured – Lessor and/or security trustees

(Form B)

This endorsement conditions insurance provided under the following policy:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

Name of Lessee as named insured, Project Name or Number, and Section II is amended to include as an insured the person or organization shown in the Schedule (Lessor), but only with respect to liability arising out of “your work” for that insured by or for you. Developer also agrees to endorse the County as “Additional Insureds” on the Umbrella or

Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a pure "True Follow-Form" basis.

(B) The Lessor reserves the right, but not the obligation, to review and revise any insurance requirement, including but not limited to limits, sub-limits, deductibles, self-insured retentions, coverages and endorsements based upon any material adverse change in insurance market conditions after the date of this Lease affecting the availability or affordability of coverage, or changes in the scope of work/specifications affecting the applicability of coverage. Additionally, the Lessor reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein and to reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

(C) Lessee agrees to provide, or cause to be provided to, the Lessor Certificates of Insurance along with copies of the applicable policies and endorsements, evidencing that all coverages, limits and endorsements required herein are maintained and are in full force and effect. The Certificates of Insurance shall clearly indicate the project name and project number. Said Certificates of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate Holder address shall read:

Southampton County Industrial Development Authority
26022 Administration Center Drive
P.O. Box 400
Courtland, Virginia 23837

9. PROPERTY INSURANCE AND RESTORATION:

Lessee shall, while its Improvements are under construction, maintain or cause to be maintained in effect builder's risk insurance, if such coverage can be obtained for the type and nature of the Improvements. Following the completion of construction, Lessee shall at all times during the term of this Lease maintain all-risk commercial property insurance with extended coverage for the full replacement value of the Improvements and personal property therein, naming Lessor and Lessee as insureds. Lessee shall furnish Lessor with copies of certificates of insurance for all such insurance policies in effect, including any renewals or replacements thereof.

10. DAMAGE OR DESTRUCTION OF PROPERTY:

(A) Except as set forth in Paragraph 16 below, if the Improvements are damaged or destroyed by fire or other insurable casualty customarily insured against, the Lessee, at its sole cost and expense, shall promptly restore such Improvements as nearly as possible to their condition prior to such damage or destruction. All insurance proceeds received by the Lessor and Lessee pursuant to Paragraph 9 herein, less the cost, if any, of such recovery, shall be held by Lessee as fiduciary and applied to the payment of such restoration, as such restoration progresses. In the event such insurance proceeds are not sufficient to pay the full cost of repair or restoration, the Lessee shall pay the deficiency. Under no circumstances shall Lessor be

(B) All personal property of Lessee, its agents, employees, independent contractors, licensees and invitees brought upon the Property or any parts thereof shall be at the sole risk of Lessee, and Lessor shall not be liable for any damage thereto or theft thereof, except to the extent such damage is caused by the simple negligence or misconduct of Lessor or Lessor's agents, employees or contractors. If the Improvements on the Property or any part thereof or the furniture, furnishings, and fixtures therein, shall be destroyed or damaged by fire or other casualty, such event shall not affect the provisions of this Lease and Lessee's obligations hereunder shall continue without abatement or set-off of any kind.

11. EVENTS OF DEFAULT:

Each of the following events shall be deemed an Event of Default under this Lease:

(i) If Lessee shall fail to pay when due any installment of the Base Rent or Additional Rent or any other payment required to be made by Lessee hereunder and shall not cure such failure within thirty (30) days after written notice thereof to Lessee.

(ii) If Lessee shall fail to comply with any term, provision, promise or covenant of this Lease, other than payment of Base Rent or Additional Rent, and shall not initiate a cure to such failure within forty-five (45) days after written notice thereof to Lessee or such longer period as may be reasonably necessary to effectuate such cure, provided Lessee commences with diligence and good faith to cure such failure within forty-five (45) days after said written notice thereof.

(iii) If there is any default under the Mitigation Banking Instrument that is not cured within the time period allowed therein, if any.

(iv) If this Lease shall be assigned or the Improvements on the Property sublet other than in accordance with the terms of this Lease and such default is not cured within thirty (30) days after written notice thereof given by Lessor.

(v) If Lessee shall be in default under the Comprehensive Agreement or any other agreement it has entered with either the County or the IDA substantially related to the development and operation of the Mitigation Bank and has not cured such default within any time period permitted by the Comprehensive Agreement or other agreement.

12. LESSOR'S REMEDIES UPON DEFAULT:

(A) If Lessor shall give notice of default pursuant to Paragraph 11 above, and such default is not cured within the specified period following notification, then at the expiration of such period, Lessor shall give Lessee one additional written notice and a twenty (20) day cure period. In the event that Lessee fails to cure such default within the additional twenty (20) day cure period, Lessor and Lessee agree to resolve the dispute over the default by nonbinding mediation using a mediator from a mutually acceptable mediation firm, with experience in real

(B) Should the dispute over the default remain unresolved for the shorter of (i) following mediation, or (ii) more than ninety (90) days after mediation is requested by either Lessor or Lessee, Lessor may terminate this Lease upon thirty (30) days' prior written notice to Lessee as completely as if that were the date herein definitely fixed for the expiration of the term of this Lease, and the Lessee shall then surrender the Property to the Lessor as provided in Paragraph 16(E) herein. If this Lease shall be so terminated, it shall be lawful for the Lessor, at its option, without formal demand or notice of any kind, to re-enter the Property and Improvements by any unlawful detainer action or by any other means and to remove the Lessee therefrom without being liable for any damages therefore. Upon the termination of this Lease, as herein provided, the Lessor shall have the right, at the Lessor's election, to terminate any sublease then in effect, without the consent of the sublessee. Upon Lessor's exercise of such termination, Lessee hereby agrees and covenants to pay any and all of Lessor's costs and expenses in thus effecting Lessee's and sublessee's compliance with Lessee's and sublessee's obligations under this Lease, including, without limitation, Lessor's reasonable attorney's fees and court costs, and this provision shall survive termination of the Lease. Lessor may, but shall not be required to, attempt to relet the Property, but until another lease is secured, Lessee shall remain fully responsible for all payments of Base Rent and Additional Rent that would otherwise have been due under this Lease.

(C) Failure by Lessor to insist upon the strict performance of any covenant, agreement, term or condition of this Lease or to exercise any permitted right or remedy consequent upon a default therein, and/or acceptance of payment of full or partial Base Rent, Additional Rent or Supplemental Rent by Lessor during the continuance of any such default shall not constitute a waiver of such default or of such covenant, agreement, term or condition.

(D) No right or remedy herein conferred upon or reserved to the Lessor is intended to be exclusive of any other right or remedy, and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing at law. Lessor shall be entitled to injunctive relief in case of the violation, or attempted or threatened violation, of any covenant, agreement, condition or provision of this Lease, or to a decree compelling performance of any covenants, agreements, conditions or provisions of this Lease, or to any other remedy allowed by law or in equity.

(E) At any time there is an Event of Default hereunder which continues beyond the applicable notice and cure period and the mediation period described in Paragraph 12(A) above, the Lessor may, upon sixty (60) days' prior written notice to Lessee, pay in full all outstanding Indebtedness or provide for payment thereof in accordance with the provisions thereof unless Lessee is actively contesting the payment or lien, upon which payment or provision for payment

13. EVENTS OF DEFAULT BY LESSOR:

Lessor's failure to perform or observe any of its obligations under this Lease after a period of thirty (30) days or such additional time, if any, that is reasonably necessary to promptly and diligently cure the failure after receiving notice from Lessee, shall constitute a "Lessor Default". The notice from Lessee setting forth the Lessor Default shall give in reasonable detail the nature and extent of the failure and identify the Lease provisions containing the obligations. If the Lessor Default is not cured within the foregoing thirty (30) day period, then at the expiration of such period, Lessee shall give Lessor one additional written notice and a ten (10) day cure period. In the event that Lessor fails to cure such Lessor Default within the additional ten (10) day cure period, Lessor and Lessee agree to resolve the dispute by non-binding mediation in accordance with Paragraph 12(A) above. Should the dispute over the default remain unresolved for the shorter of (i) following mediation, or (ii) more than ninety (90) days after mediation is requested by either Lessor or Lessee, Lessee may, in addition to any remedies available under the law, without being obligated and without waiving the Lessor Default, cure the Lessor Default. In the event Lessee cures the Lessor Default, Lessor shall pay to Lessee, within thirty (30) days after demand, all costs, expenses, and disbursements incurred by Lessee to cure the Lessor Default. If such payment is not rendered within thirty (30) days of demand, Lessee may deduct all such costs and expenses from the Base Rent or Additional Rent next coming due. If Lessee elects not to cure the Lessor Default, Lessee shall have the right to either terminate this Lease upon thirty (30) days' prior written notice to Lessor, or abate any and all Base Rent or Additional Rent payments owed to Lessor until the date that such Lessor Default is cured by Lessor, at which time Lessee shall resume making rental payments owed for the period after the date of cure.

14. QUIET ENJOYMENT:

So long as Lessee observes and keeps all covenants, agreements and conditions of this Lease, Lessor covenants and warrants that Lessee shall have quiet and peaceful use and enjoyment of the Property throughout the term of this Lease, subject, however, to the exceptions, reservations and conditions of this Lease.

15. ACCEPTANCE OF CONDITION OF PROPERTY:

Lessee acknowledges and agrees that it has inspected and is fully familiar with the condition of the Property and that Lessor has made no warranty, guaranty or representation, oral or written, past, present or future, of, as to, or concerning (i) the nature and condition of the Property; (ii) the compliance of the Property with any laws, rules, ordinances, or regulations of any governmental or other body; and (iii) except as may be expressly provided otherwise in this Lease or the Comprehensive Agreement, the existence or non-existence of any environmental

conditions on the Property, including but not limited to hazardous waste or any other toxic or dangerous materials. Lessee further acknowledges and agrees that, except as may be expressly provided otherwise in this Lease or the Comprehensive Agreement, Lessor is leasing the Property to Lessee and Lessee is leasing the Property from Lessor in its present "AS IS, WHERE IS CONDITION, AND WITH ALL FAULTS."

16. TERMINATION:

(A) In the event that the Improvements are substantially destroyed by uninsurable casualty (an uninsurable casualty shall mean a casualty which is not customarily insured against) at any time during the Initial Term, or if, under the terms of the Mitigation Banking Instrument to be entered by the Lessee in conjunction with its development and operation of the Cheroenhaka Wetland and Stream Mitigation Bank, a determination is reached that the Cheroenhaka Wetland and Stream Mitigation Bank cannot be continued due to the nature and/or extent of a casualty as set forth therein, Lessee, at its option, may terminate this Lease provided (1) Lessee gives written notice of termination to Lessor within ninety (90) days after the occurrence of such substantial destruction or determination under the Mitigation Banking Instrument and (2) Lessee removes any and all debris or rubble on the site, as well as any of its personal property, and stabilizes the area to prevent erosion and sedimentation from the site, including but not limited to grading, seeding, strawing and installing other erosion and sediment control measures, within one hundred twenty (120) days of said termination. Upon any termination of this Lease, Lessee shall restore the Property to good condition, clear and free, to the best of Lessee's knowledge, of any hazardous substances or materials which were introduced on or after the Commencement Date of this Lease. This provision shall survive termination of the Lease. For the purpose of this paragraph, the Improvements shall be deemed "substantially destroyed" if the cost of repairing such destruction exceeds fifty percent (50%) of the replacement cost of the Improvements as of the date such destruction occurred.

(B) If all or any portion of the Property or Improvements shall be acquired for any public or quasi-public use through taking by condemnation, eminent domain or any like proceeding, or purchase in lieu thereof such that Lessee reasonably determines that the Property cannot, at reasonable cost, continue to be operated as the Cheroenhaka Wetland and Stream Mitigation Bank, then this Lease may be terminated by Lessee upon written notice to Lessor given within ninety (90) days after the occurrence of the taking.

(C) Upon expiration of this Lease at the end of the Term or upon termination of this Lease, Lessee shall peacefully remove any of its personal property and shall quit and surrender the Property to Lessor, subject to the terms of the Mitigation Banking Instrument, without further obligation on the part of either party hereto. Unless otherwise agreed to in writing by Lessor and Lessee, the Property shall be free and clear of all liens, and subject only to those restrictions and encumbrances of record as were in existence as of the Commencement Date and as imposed by the Mitigation Banking Instrument.

17. TITLE TO IMPROVEMENTS:

Title to all Improvements and alterations when made, erected, constructed, installed or placed upon the Property shall be and remain in the Lessee until the expiration of the term hereof, unless this Lease is sooner terminated as herein provided.

18. NOTICE:

(A) Any and all notices affecting this Lease may be served by the parties hereto, or by their duly authorized agents, as effectively as if same were served by any officer authorized by law to serve such notices. The return of such party, or its duly authorized agent, showing the time, place and manner of service of such notice shall have the same force and effect in any legal proceedings based thereon as a return of service by any officer authorized by law to serve such notice.

(B) All notices required by law to be served upon, and all notices permitted by this Lease to be mailed to a party to this Lease shall be served upon or mailed to, as the case may be, the following agents for each party who are hereby appointed and designated as such for the purpose of receiving all such notices:

- (1) Lessor's agent shall be: Southampton County Industrial Development Authority
26022 Administration Center Drive
P.O. Box 400
Courtland, Virginia 23837

With a copy to: Southampton County
26022 Administration Center Drive
P. O. Box 400
Courtland, Virginia 23837

And to: Ashley H. Harrison
McGuireWoods LLP
901 E. Cary Street
Richmond, Virginia 23219

- (2) Lessee's agent shall be: Bunrootis, LLC
David E. Gibbons
Acadia Capital Group LLC
400 South Record, Suite 1250
Dallas, Texas 75202

And to: Kelly Wetzler
Hanley Partners
101 South Hanley, 4th Floor
St. Louis, Missouri 63105

Each party shall immediately notify the other party, in writing, of any change of agents for notification purposes, and no change of agents shall be effective until such notice is given.

(C) All notices required under this Lease shall be mailed by certified or registered mail, return receipt requested, postage prepaid, or by overnight courier and such notice shall be deemed received upon receipt or refusal of delivery.

19. CONDEMNATION:

Except as set forth in Paragraph 16 above, in the event all or any portion of the Property shall be taken as a result of, in lieu of, or in anticipation of the exercise of eminent domain, condemnation, nationalization, seizure, confiscation or requisition pursuant to any law, general or special, by any government authority, civil, military or other person legally possessing the power of eminent domain (or by any deed in lieu thereof), this Lease shall cease and terminate only as to the portion taken as of the date title to the Property has vested in the condemning or purchasing party. Proceeds of any such taking shall be used in the following order: (1) to pay any amounts of principal and interest on any Indebtedness then due and not paid, (2) if Indebtedness is to be prepaid or defeased upon agreement of Lessor and Lessee, to pay costs thereof, (3) to make repairs or replacements necessary to restore the Improvements to the general condition and revenue producing capacity thereof prior to such condemnation, and (4) if not needed for any such purposes, as may be agreed upon by Lessor and Lessee based upon the amounts contributed to the construction of Improvements and the Property so taken; provided that if no agreement can be reached within thirty (30) days after payment of the award, Lessor and Lessee shall submit the matter to the court having jurisdiction over the condemnation for the purpose of a judgment determinative of their respective shares. Provided that it does not reduce the compensation or award payable to Lessor, Lessee shall have the right to maintain a separate action against the condemning authority to compensate Lessee for any loss or taking of Lessee's personal property, for any moving expenses incurred by Lessee as a result of such taking and for such other compensation to Lessee then provided by law.

20. REPORT OF CREDIT SALES:

Without charge, semiannually, within thirty (30) days after receipt of written request by Lessor, Lessee shall execute and deliver a Report of Credit Sales, including but not limited to the following information: for each sale since the date of the last Report of Credit Sales, the date of the sale, the type of credit(s) sold, the purchase price for the credit, and the name of the purchaser. Notwithstanding anything to the contrary in this Lease, all risks and rights related to credit sales, including but not limited to the marketability and pricing of credits, shall be borne and enjoyed solely by the Lessee.

21. CHOICE OF LAW, VENUE:

This Lease and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia. All matters arising out of and relating to this Lease shall be brought before the Circuit Court of Southampton County, Virginia, or if jurisdiction lies, the United States District Court for the Eastern District of Virginia.

22. ENTIRE AGREEMENT:

This Deed of Ground Lease constitutes the entire, full and complete understanding and agreement of the parties, and all representations, conditions, statements, warranties, covenants, promises or agreements previously made or given by either party to the other, are hereby expressly merged into this written Deed of Ground Lease and shall be null, void and without legal effect.

23. MODIFICATION:

This Deed of Ground Lease shall not be modified, altered or amended except by written agreement executed by the parties hereto with the same formality as this agreement.

24. SEVERABILITY

Each covenant and agreement contained in this Lease shall be construed to be a separate and independent covenant and agreement. If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent be found to be invalid and unenforceable by a court of competent jurisdiction, the remainder of this Lease or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforced to the extent permitted by law.

25. PARAGRAPH HEADINGS:

Headings to the paragraphs are mere catchwords and are illustrative only; they do not form a part of this Lease nor are they intended to be used in construing same.

26. EXECUTION:

This Deed of Ground Lease shall not be effective or binding unless and until signed by all parties hereto and unless and until the Comprehensive Agreement has been signed by all parties thereto.

27. MEMORANDUM OF LEASE:

Lessee shall have the right to record a memorandum of lease among the land records of Southampton County, Virginia, at its sole cost and expense.

28. REPRESENTATIONS AND WARRANTIES:

(A) Lessee hereby represents and warrants to Lessor as follows:

(i) Lessee is a duly formed and validly existing limited liability company, created under the laws of Delaware, has the requisite powers and licenses, if any, necessary to carry on its present and proposed activities, and has full power, right and authority to execute and deliver this Lease and to perform each and all of its obligations as provided for herein.

(ii) Lessee has taken or caused to be taken all requisite action to authorize the execution and delivery of, and the performance of its obligations under, this Lease.

(iii) Each person executing this Lease on behalf of Lessee has been or will at such time be duly authorized to execute each such document on behalf of Lessee.

(iv) Neither the execution nor delivery by Lessee of this Lease, nor the consummation of the transactions contemplated hereby or thereby, is in conflict with or will result in a default under or violation of the governing instruments of Lessee or any other agreements or instruments to which it is a party or is bound.

(v) There is no action, suit, investigation or litigation pending and served on Lessee which challenges Lessee's authority to execute, deliver or perform, or the validity or enforceability of, this Lease, or which challenges the authority of the official executing this Lease on behalf of Lessee; and Lessee has disclosed to Lessor any pending and unserved or threatened action, suit, proceeding, investigation or litigation with respect to such matters of which Lessee is aware.

(vi) Lessee is in material compliance with all laws, regulations and ordinances applicable to Lessee or its activities in connection with this Lease.

(B) Lessor hereby represents and warrants to Lessee as follows:

(i) Lessor is a political subdivision of the Commonwealth of Virginia, created under the laws of the Commonwealth of Virginia, has the requisite powers and licenses, if any, necessary to carry on its present and proposed activities, and has full power, right and authority to execute and deliver this Lease and to perform each and all of its obligations as provided for herein.

(ii) Lessor has taken or caused to be taken all requisite action to authorize the execution and delivery of, and the performance of its obligations under, this Lease.

(iii) Each person executing this Lease on behalf of Lessor has been or will at such time be duly authorized to execute each such document on behalf of Lessor.

(iv) Neither the execution nor delivery by Lessor of this Lease, nor the consummation of the transactions contemplated hereby or thereby, is in conflict with or will result in a default under or violation of the governing instruments of Lessor or any other agreements or instruments to which it is a party or is bound.

(v) There is no action, suit, investigation or litigation pending and served on Lessor which challenges Lessor's authority to execute, deliver or perform, or the validity or enforceability of, this Lease, or which challenges the authority of the official executing this Lease on behalf of Lessor; and Lessor has disclosed to Lessee any pending and unserved or threatened action, suit, proceeding, investigation or litigation with respect to such matters of which Lessee is aware.

(vi) Lessor and the Property are in material compliance with all laws, regulations and ordinances applicable to Lessor, the Property or its activities in connection with this Lease.

(vii) Lessor is the fee owner of the Property.

(viii) There are no liens, encumbrances, leases, license agreements, unrecorded agreements or occupancy agreements that encumber the Property.

(ix) No taking by power of eminent domain or condemnation proceedings has been instituted or threatened for the permanent or temporary taking or condemnation of all or any portion of the Property.

29. ESTOPPEL CERTIFICATE:

Each party agrees from time to time, upon no less than thirty (30) days prior written request of the other, to execute, acknowledge and provide to the other a statement in writing certifying that this Lease has not been modified and is in full force and effect (or, if there have been any modifications, that the same is in full force and effect as modified and stating the modifications) and the dates to which the Base Rent and Additional Rent (each as applicable) have been paid and whether there exists any uncured default by the other party and, if so, the nature of such default. Any such statement delivered pursuant to this Paragraph 29 may be relied upon by any prospective purchaser or Lender or any prospective holder of a sublease from Lessee or any prospective assignee of any such Lender.

30. INDEMNITY:

(A) Lessee shall defend, hold harmless and indemnify Lessor and its agents, employees and contractors (collectively, "Lessor Indemnitees") from and against all damages (direct, indirect and special), liabilities, losses, expenses, including but not limited to reasonable attorneys' fees and disbursements and costs of investigation, costs, disputes, suits, claims, demands or penalties of any kind or nature incurred by a Lessor Indemnatee, or imposed upon or claimed against any such Lessor Indemnatee by any third party, to the extent caused by or on account of, or arising from, the performance by the Lessee of, or failure to perform, its obligations hereunder, except to the extent resulting from the negligence or misconduct of any of the Lessor Indemnitees. Lessee shall direct the defense of any matter for which indemnification is provided under this Paragraph 30, including the employment of counsel reasonable satisfactory to the affected Lessor Indemnatee. The affected Lessor Indemnatee shall have the right to employ separate counsel in any such claim and to participate in the defense thereof, with the fees and expenses of such counsel being paid for by the Lessee.

(B) To the extent that the Lessor obtains any indemnifications from any future contractors or lessees of other property owned by the Lessor in the industrial park development where the Property is located, the Lessor will endeavor to have such indemnifications include the Lessee as an indemnified party.

31. FEES AND COMMISSIONS:

Lessor and Lessee represent and warrant, each to the other, that they have not discussed this Lease or its subject matter with any real estate broker, agent or salesman so as to create any legal right in any such broker, agent or salesman to claim a real estate commission or similar fee with respect to the transactions contemplated by this Lease. Lessor and Lessee indemnify each other against and agree to hold each other harmless from any and all claims (including court costs and attorneys' fees incurred in connection with any such claims) for any real estate commissions or similar fees arising out of or in any way connected with any claimed agency relationship with the indemnitor and relating to any of the transactions contemplated by this Lease.

32. PREVAILING PARTY

In the event of litigation relating to the subject matter of this Lease agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

33. EXHIBIT

Exhibit A, the description of the leased Property, is hereby deemed to be a part of this Lease.

In WITNESS WHEREOF, the parties have affixed their signatures and seals.

SIGNATURE PAGES FOLLOW

LESSOR:

**SOUTHAMPTON COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY**

By: _____

Name: _____

Title: _____

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____, to-wit:

The foregoing Deed of Ground Lease was acknowledged before me by _____ on
this __ day of _____ 20 ____, in the jurisdiction aforesaid.

Notary Public

My commission expires:

Registration number:

LESSEE:

BUNROOTIS, LLC

By: _____

Name: _____

Title: _____

STATE OF TEXAS

CITY/COUNTY OF _____, to-wit:

The foregoing Deed of Ground Lease was acknowledged before me by _____ on
this ___ day of _____ 20 ____, in the jurisdiction aforesaid.

Notary Public

My commission expires:

Registration number:

APPROVED AS TO FORM:

By: _____

Attorney for IDA

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