

LEASE NO. GS-04B-61964

THIS LEASE is made and entered into between

Williamsburg Water Treatment, Inc.

("the Lessor") and

THE UNITED STATES OF AMERICA

("the Government"), acting by and through the designated representative of the General Services Administration ("GSA"), upon the terms and conditions set forth herein.

WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

The Lessor hereby leases to the Government the premises described in Sections I and II of the Form 1364A, Simplified Lease Proposal, attached hereto as Exhibit A, as further described on the floor plan attached hereto as Exhibit B ("the Premises"), together with the right to the use of the parking spaces and other areas described in said Section II of said Exhibit A, to have and to hold for a term of

10 YEARS, 5 YEARS FIRM

commencing on the date of acceptance of the Premises (as such date shall be established in accordance with Section 3 herein), subject to the terms and conditions set forth below.

IN WITNESS WHEREOF, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

The following persons are designated by each party as having full authority to bind their respective principles with regard to all matters relating to this Lease: No person other than those designated below shall be understood to have any authority to bind their respective principles, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer ("LCO") by notice, without an express delegation by the LCO.

FOR THE LESSOR:

FOR THE GOVERNMENT:

*Truman Hendrix*

*Shontise Mangham*

Truman Hendrix  
President  
Williamsburg Water Treatment, Inc.  
758 Flat Lick Road  
London, KY 40744-6812  
606-524-5002 Phone

Shontise C. Mangham  
Lease Contracting Officer  
General Services Administration  
77 Forsyth Street, SW  
Suite 500  
Atlanta, GA 30303-3458  
404-562-2592 Phone  
404-562-2747 Fax  
SHONTISE.MANGHAM@GSA.GOV

Date: 11/07/12

Date: 12/12/12

WITNESSED BY:

*Kimberly R. Brummett*  
Name: Kimberly R Brummett  
Title: Secretary  
Date: 11-7-12

---

## TABLE OF CONTENTS

---

<b>SECTION 1</b>	<b>RENT AND OTHER TERMS</b>	<b>5</b>
1.01	RENTAL CONSIDERATION (SIMPLIFIED LEASE) (APR 2011)	5
1.02	EARLY TERMINATION RIGHT (SIMPLIFIED LEASE) (APR 2011)	5
1.03	DOCUMENTS INCORPORATED BY REFERENCE (SIMPLIFIED LEASE) (APR 2011)	5
<b>SECTION 2</b>	<b>GENERAL TERMS AND CONDITIONS</b>	<b>6</b>
2.01	DEFINITIONS, STANDARDS, AND FORMULAS (SIMPLIFIED LEASE) (APR 2011)	6
2.02	NOTICES (SIMPLIFIED LEASE) (APR 2011)	6
2.03	USE OF APPURTENANT AREAS (APR 2011)	7
2.04	ROOFTOP ANTENNAS (APR 2011)	7
2.05	CHANGE OF OWNERSHIP (APR 2011)	7
2.06	MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (SIMPLIFIED LEASE) (APR 2011)	8
2.07	FIRE AND CASUALTY DAMAGE (SIMPLIFIED LEASE) (APR 2011)	8
2.08	DEFAULT BY LESSOR (APR 2011)	8
2.09	INTEGRATED AGREEMENT (APR 2011)	9
2.10	MUTUALITY OF OBLIGATION (SIMPLIFIED LEASE) (APR 2011)	9
2.11	CHANGES (SIMPLIFIED LEASE) (APR 2011)	9
2.12	COMPLIANCE WITH APPLICABLE LAW (apr 2011)	9
2.13	ADJUSTMENT FOR VACANT PREMISES (SIMPLIFIED LEASE) (APR 2011)	9
2.14	WAIVER OF RESTORATION (APR 2011)	9
2.15	CLAUSES INCORPORATED BY REFERENCE (SIMPLIFIED LEASE) (APR 2011)	10
<b>SECTION 3</b>	<b>CONDITIONS FOR ACCEPTANCE, COMMENCEMENT OF TERM, AND PAYMENT OF RENT</b>	<b>11</b>
3.01	COMPLETION OF BUILDING AND TENANT IMPROVEMENTS (SIMPLIFIED LEASE) (APR 2011)	11
3.02	GOVERNMENT ACCESS PRIOR TO ACCEPTANCE OF SPACE (SIMPLIFIED LEASE) (APR 2011)	11
3.03	ACCEPTANCE (SIMPLIFIED LEASE) (APR 2011)	11
3.04	ESTABLISHMENT OF LEASE TERM COMMENCEMENT DATE, ANNUAL RENT (SIMPLIFIED LEASE) (APR 2011)	11
3.05	PAYMENT OF BROKER (SIMPLIFIED LEASE) (July 2011)	11
3.06	AS-BUILT DRAWINGS (SIMPLIFIED LEASE) (APR 2011)	11
<b>SECTION 4</b>	<b>DESIGN AND CONSTRUCTION STANDARDS FOR BUILDING AND TENANT IMPROVEMENTS</b>	<b>12</b>
4.01	DESIGN, CONSTRUCTION, AND MAINTENANCE OF THE BUILDING AND TENANT IMPROVEMENTS (APR 2011)	12
4.02	RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (APR 2011)	12

<b>4.03</b>	<b>BUILDING SHELL REQUIREMENTS (simplified) (APR 2011)</b>	<b>12</b>
<b>4.04</b>	<b>VESTIBULES (APR 2011)</b>	<b>12</b>
<b>4.05</b>	<b>MEANS OF EGRESS (APR 2011)</b>	<b>12</b>
<b>4.06</b>	<b>AUTOMATIC FIRE SPRINKLER SYSTEM (APR 2011)</b>	<b>12</b>
<b>4.07</b>	<b>FIRE ALARM SYSTEM (APR 2011)</b>	<b>13</b>
<b>4.08</b>	<b>ENERGY INDEPENDENCE AND SECURITY ACT (May 2011)</b>	<b>13</b>
<b>4.09</b>	<b>Accessibility (APR 2011)</b>	<b>13</b>
<b>4.10</b>	<b>FLOORS AND FLOOR LOAD (APR 2011)</b>	<b>13</b>
<b>4.11</b>	<b>Ceilings (APR 2011)</b>	<b>14</b>
<b>4.12</b>	<b>DOORS: EXTERIOR (APR 2011)</b>	<b>14</b>
<b>4.13</b>	<b>DOORS: HARDWARE (APR 2011)</b>	<b>14</b>
<b>4.14</b>	<b>PARTITIONS: PERMANENT (APR 2011)</b>	<b>14</b>
<b>4.15</b>	<b>PARTITIONS: SUBDIVIDING (APR 2011)</b>	<b>14</b>
<b>4.16</b>	<b>INSULATION: THERMAL, ACOUSTIC, AND HVAC (APR 2011)</b>	<b>15</b>
<b>4.17</b>	<b>FINISH SELECTIONS (APR 2011)</b>	<b>15</b>
<b>4.18</b>	<b>CARPET SPECIFICATIONS (APR 2011)</b>	<b>15</b>
<b>4.19</b>	<b>PAINTING (may 2011)</b>	<b>16</b>
<b>4.20</b>	<b>WINDOW COVERINGS (APR 2011)</b>	<b>16</b>
<b>4.21</b>	<b>MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)</b>	<b>16</b>
<b>4.22</b>	<b>ELECTRICAL: DISTRIBUTION (APR 2011)</b>	<b>16</b>
<b>4.23</b>	<b>DATA DISTRIBUTION (AUG 2008)</b>	<b>17</b>
<b>4.24</b>	<b>ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (APR 2011)</b>	<b>17</b>
<b>4.25</b>	<b>ELECTRICAL: outlets (APR 2011)</b>	<b>17</b>
<b>4.26</b>	<b>PLUMBING (APR 2011)</b>	<b>17</b>
<b>4.27</b>	<b>DRINKING FOUNTAINS (APR 2011)</b>	<b>17</b>
<b>4.28</b>	<b>TOILET ROOMS (APR 2011)</b>	<b>18</b>
<b>4.29</b>	<b>HEATING VENTILATION AND AIR CONDITIONING (APR 2011)</b>	<b>18</b>
<b>4.30</b>	<b>INDOOR AIR QUALITY (DEC 2007)</b>	<b>19</b>
<b>4.31</b>	<b>INDOOR AIR QUALITY DURING CONSTRUCTION (DEC 2007)</b>	<b>19</b>
<b>4.32</b>	<b>TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (APR 2011)</b>	<b>20</b>
<b>4.33</b>	<b>LIGHTING: INTERIOR AND PARKING (APR 2011)</b>	<b>20</b>
<b>4.34</b>	<b>ACOUSTICAL REQUIREMENTS (simplified lease) (APR 2011)</b>	<b>20</b>

<b>4.35</b>	<b>GREEN LEASE SUBMITTALS (May 2011)</b>	<b>21</b>
<b>4.36</b>	<b>EXISTING FIT-OUT, SALVAGED, OR RE-USED BUILDING MATERIAL (may 2011)</b>	<b>22</b>
<b>4.37</b>	<b>DOORS: SUITE ENTRY (APR 2011)</b>	<b>22</b>
<b>4.38</b>	<b>WOOD PRODUCTS (AUG 2008)</b>	<b>22</b>
<b>4.39</b>	<b>ADHESIVES AND SEALANTS (aug 2008)</b>	<b>22</b>
<b>4.40</b>	<b>WALL FINISHES (AUG 2008)</b>	<b>22</b>
<b>4.41</b>	<b>RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (SEP 2000)</b>	<b>22</b>
<b>4.42</b>	<b>DOORS: INTERIOR (APR 2011)</b>	<b>22</b>
<b>SECTION 5</b>	<b>LEASE SECURITY REQUIREMENTS</b>	<b>24</b>
<b>5.01</b>	<b>POSTING OF GOVERNMENT RULES AND REGULATIONS (PERMISSION–ALLOW THE Installation of Government supplied equipment/Building specific) (APR 2011)</b>	<b>24</b>
<b>5.02</b>	<b>ADDITIONAL SECURITY MEASURES AS DETERMINED BY THE GOVERNMENT PERMISSION–ALLOW THE Installation of Government-supplied equipment/Building specific) (APR 2011)</b>	<b>24</b>
<b>5.03</b>	<b>[REDACTED] (APR 2011)</b>	<b>24</b>
<b>5.04</b>	<b>Temporary Security Measures Due to Immediate Threat (APR 2011)</b>	<b>24</b>
<b>5.05</b>	<b>Access to Utility Areas (APR 2011)</b>	<b>24</b>
<b>5.06</b>	<b>Access to Building Information (APR 2011)</b>	<b>24</b>
<b>5.07</b>	<b>Development, Implementation, and Periodic Review of Occupant Emergency Plans (APR 2011)</b>	<b>24</b>
<b>5.08</b>	<b>Shutdown of HVAC (APR 2011)</b>	<b>24</b>
<b>5.09</b>	<b>[REDACTED] (APR 2011)</b>	<b>24</b>
<b>5.10</b>	<b>Mechanical Areas and Building ROOFS (APR 2011)</b>	<b>25</b>
<b>5.11</b>	<b>Emergency Power to Critical Systems (APR 2011)</b>	<b>25</b>
<b>5.12</b>	<b>Shatter-Resistant Window Protection (APR 2011)</b>	<b>25</b>
<b>SECTION 6</b>	<b>UTILITIES, SERVICES, AND PERFORMANCE OBLIGATIONS DURING THE LEASE TERM</b>	<b>26</b>
<b>6.01</b>	<b>PROVISION OF SERVICES, ACCESS, AND ROUTINE HOURS (APR 2011)</b>	<b>26</b>
<b>6.02</b>	<b>UTILITIES (APR 2011)</b>	<b>26</b>
<b>6.03</b>	<b>HEATING AND AIR CONDITIONING (APR 2011)</b>	<b>26</b>
<b>6.04</b>	<b>OVERTIME HVAC USAGE (SIMPLIFIED LEASE) (APR 2011)</b>	<b>26</b>
<b>6.05</b>	<b>JANITORIAL SERVICES (APR 2011)</b>	<b>26</b>
<b>6.06</b>	<b>SNOW REMOVAL (APR 2011)</b>	<b>27</b>
<b>6.07</b>	<b>MAINTENANCE OF PROVIDED FINISHES (May 2011)</b>	<b>27</b>
<b>6.08</b>	<b>ASBESTOS ABATEMENT (APR 2011)</b>	<b>28</b>
<b>6.09</b>	<b>RECYCLING (DEC 2007)</b>	<b>28</b>
<b>6.10</b>	<b>MOLD (AUG 2008)</b>	<b>28</b>
<b>6.11</b>	<b>LANDSCAPING (2000)</b>	<b>28</b>

---

**SECTION 1 RENT AND OTHER TERMS**

---

**1.01 RENTAL CONSIDERATION (SIMPLIFIED LEASE) (APR 2011)**

In consideration for the Lease, the grant of all associated rights, express or implied, and the performance or satisfaction of all of the Lessor's other obligations set forth herein, the Government shall pay the Lessor annual rent to be computed using the rental rate(s) specified in Line 10, Boxes 10D and 10F (and, if applicable, the corresponding boxes in Line 11) on Exhibit A, Section II, and the actual Rentable Area delivered for occupancy and use by the Government, subject to the limitations set forth in Section 3 of this Lease. Payment shall be made monthly in arrears. Rent for a lesser period shall be prorated. Rent shall be paid by Electronic Funds Transfer to an account to be designated by Lessor. Rent shall be inclusive of all costs incurred by the Lessor for the construction of building shell and Tenant Improvements (TIs) specified in the Lease, including those described in Exhibit A and the Agency-Specific Requirements Package ("ASRP") attached hereto as Exhibit C, all taxes of any kind, and all operating costs. Unless a separate rate is specified in Line 16 of Exhibit A, rights to parking areas will be deemed included in the rent. Rent shall not be adjusted for changes in taxes or operating costs.

**1.02 EARLY TERMINATION RIGHT (SIMPLIFIED LEASE) (APR 2011)**

The Government may terminate this Lease, in whole or in part, at any time after the Firm Term by providing not less than 60 days prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

**1.03 DOCUMENTS INCORPORATED BY REFERENCE (SIMPLIFIED LEASE) (APR 2011)**

The following documents are incorporated by reference, as though fully set forth herein:

- Exhibit A, GSA Form 1364A, Simplified Lease Proposal in Response to RLP No. 0KY2049.
- Exhibit B, Floor Plan Delineating the Premises
- Exhibit C, GSA Form 3518A, Representations and Certifications (Rev. 1/07)