

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. GS-04B-61964	DATE 02/13/13	PAGE 1 of 2
ADDRESS OF PREMISES 50 Main Street Williamsburg, Kentucky 40769-0215			

THIS AGREEMENT, made and entered into this date by and between **Williamsburg Water Treatment, Inc.**

whose address is **758 Flat Lick Road
London, Kentucky 40744-6812**

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective **January 1, 2013**, as follows:

Paragraph 1.01 RENTAL CONSIDERATION (SIMPLIFIED LEASE) (APR 2011) of the Lease is hereby deleted in its entirety and replaced with the following:

1.01 RENTAL CONSIDERATION (SIMPLIFIED LEASE) (APR 2011)

The Lessor hereby leases to the Government the following described premises:

Office and Related Space

The premises consist of a total of **3,801** RSF/ABOA, which includes **700** RSF/ABOA of office space and **3,101** RSF/ABOA of warehouse space to include **1,286** RSF/ABOA of free warehouse space on the first floor of the building located at 50 Main Street in Williamsburg, Kentucky. The Government shall pay rent on **700** RSF/ABOA of office space and **1,815** RSF/ABOA of warehouse space and the Lessor has included **1,286** RSF/ABOA of free warehouse space, which the Government will not be charged rent including real estate taxes and operating cost. (All terms and conditions of the lease apply to the free space). Included in the rental rate at no additional cost are 5 surface parking spaces for the exclusive use of Government employees and their patrons.

A. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

	Years 1 – 5 1/1/2013 – 12/31/2017		Office and Warehouse Annual Rent Allocation		
	Annual Rent	Annual RSF/ABOA*		Annual Rent	Annual RSF/ABOA*
Shell Rent	\$24,253.25	\$9.64	Office	\$19,131.00	\$27.33
Tenant Improvements Rent	N/A	N/A	Warehouse	\$23,322.75	\$7.52
Operating Costs	\$18,200.50	\$7.24			
Building Specific Security	N/A	N/A			
Total Annual Rent	\$42,453.75	\$16.88	Monthly Rental Rate: \$3,537.81*		

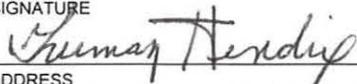
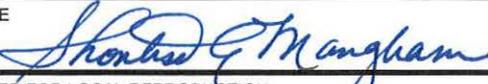
	Years 6 – 10 1/1/2018 – 12/31/2022		Office and Warehouse Annual Rent Allocation		
	Annual Rent	Annual RSF/ABOA*		Annual Rent	Annual RSF/ABOA*
Shell Rent	\$24,253.25	\$9.64	Office	\$19,131.00	\$27.33
Tenant Improvements Rent	N/A	N/A	Warehouse	\$23,322.75	\$7.52
Operating Costs	\$18,200.50	\$7.24			
Building Specific Security	N/A	N/A			
Total Annual Rent	\$42,453.75	\$16.88	Monthly Rental Rate: \$3,537.81*		

*Rates rounded.

[Continued on Page 2 of 2]

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

Williamsburg Water Treatment, Inc.	
SIGNATURE 	NAME OF SIGNER Truman Hendrix
ADDRESS 758 Flat Lick Road, London, Kentucky 40744-6812	
IN PRESENCE OF	
SIGNATURE 	NAME OF SIGNER Kimberly R Brummett
ADDRESS 815 N. Laurel Rd London, Ky 40741	
UNITED STATES OF AMERICA	
SIGNATURE 	Shontise C. Mangham Lease Contracting Officer

Supplemental Lease Amendment NO. 1

The rate structure below shall be based on the entire space to include the free space for a total of 3,801 RSF/ABOA.

	Annual Rental Amount	Rate Per RSF/ABOA*
Annual Office Shell Rent	\$10,913.00	\$15.59
Annual Warehouse Shell Rent	\$13,340.25	\$4.30
Total Annual Shell Rent	\$24,253.25	\$9.64
Annual Office Operating Rent	\$8,218.00	\$11.74
Annual Warehouse Operating Rent	\$9,982.50	\$3.22
Total Annual Operating Rent	\$18,200.50	\$7.24

*Rates rounded.

- B. All rights, responsibilities, and obligations that bind the Lessor and Government under this lease agreement and any other attachments hereto, shall pertain to the entire space under lease including the free space.
- C. Free space will be excluded from operating costs, overtime utility rates, and percentage of occupancy for taxes.
- D. The common area factor for the premises is hereby established as 1.00 based on the floor plan attached hereto as **Exhibit B**.

Paragraph 1.02 of the lease EARLY TERMINATION RIGHT (SIMPLIFIED LEASE) (APR 2011) is hereby deleted in its entirety and replaced with the following:

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

The Government may terminate this Lease, in whole or in part, at any time after December 31, 2017 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.

In accordance with Paragraphs 2.01.B., 2.01.C. and 3.05 of the Lease, the brokerage commission, commission credit and payment schedule are hereby established as follows:

BROKER COMMISSION AND COMMISSION CREDIT

Studley, Inc. subcontracted to T. Dallas Smith & Company ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission, will be payable to Studley, Inc subcontracted to T. Dallas Smith & Company with the remaining [REDACTED] which is the "Commission Credit", to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Total Credit: [REDACTED]

Amortization Period: 2 months

Month 1 Rental Payment \$3,537.81 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.

Month 2 Rental Payment \$3,537.81 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.

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INITIALS: FAH & slm
 LESSOR GOVERNMENT