

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

MAR 16 1992

LEASE NO.

GS-04B-31332

THIS LEASE, made and entered into this date by and between

whose address is

Wessels Construction & Development Co, Inc.  
1885 Dixie Highway, Suite 110  
Ft. Wright, KY 41011

and whose interest in the property hereinafter described is that of  
Owner

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

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

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

A total of 225,000 net usable square feet of office and related space,  
and 500 inside parking spaces to be constructed on the Cross Site, located at  
Scott Street between Third and Fourth Streets, Covington, Kenton County,  
Kentucky.

to be used for

such purposes as determined by General Services Administration.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on

December 1, 1993

through November 30, 2013

and renewal rights as may be hereinafter set forth.

....., subject to termination  
[Said term shall be adjusted in accordance  
with Paragraph 6B on reverse.]

3. The Government shall pay the Lessor annual rent of \$ 3,566,520.00 (15.8512 PNUSF)

at the rate of \$ 297,210.00 per month in arrears.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

4. The Government may terminate this lease at any time by giving at least ..... days' notice in writing  
to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commenc-  
ing with the day after the date of mailing.

Par. 4 DELETED and REPLACED by Paragraph [8], page [3].

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

Par. 5 DELETED and REPLACED by Paragraph [8], page [3].

[DELETED]  
provided notice be given in writing to the Lessor at least ..... days before the end of the original lease term  
or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term.  
Said notice shall be computed commencing with the day after the date of mailing.

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

- A. Those facilities, services, supplies, and maintenance in accordance with Solicitation for Offers No. RKY91073(R) and Addenda Nos. 1 through 5.
  
- B. Buildout in accordance with Solicitation for Offers No. RKY91073(R) and Addenda Nos. 1 through 5. Government space plans to be furnished subsequent to award. All tenant alterations to be completed by the lease effective date identified under Paragraph 2.
  
- C. Deviations to the approved space layouts furnished by GSA to the Lessor subsequent to award will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.

7. The following are attached and made a part hereof:

~~The General Provisions and Instructions (Standard Form 2 A, ..... edition).~~

Continued on Page 3.

8. The following changes were made in this lease prior to its execution:

Continued on Page 3.

SEE CONTINUATION PARAGRAPHS 7 THROUGH 16 ON ATTACHED PAGES.

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

LESSOR **WESSELS CONSTRUCTION & DEVELOPMENT CO., INC.**

BY \_\_\_\_\_

\_\_\_\_\_  
(Signature)

IN PRES \_\_\_\_\_

UNITED STATES OF AMERICA

BY \_\_\_\_\_

\_\_\_\_\_  
CONTRACTING OFFICER  
GENERAL SERVICES ADMINISTRATION  
(Official title)

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7. The following are attached and made a part hereof:

- A. Solicitation for Offers RKY91073(R), and [Addenda Nos. 1 through 5.
- B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 1/91)
- C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/91)
- E. Floorplans, titled Exhibit A

8. The following changes were made in this lease prior to its execution:

- A. Paragraph 4 is deleted in it's entirety.
- B. Paragraph 5 is deleted in it's entirety.
- C. Paragraph 7 is amended to delete the sentence "The General.....edition)."
- D. Paragraph 27 is deleted in it's entirety.

9. Rental is subject to a physical measurement and will be based on the rate, per net usable square foot (PNUSF) as noted above, and the actual total net usable square footage - in accordance with GSA Form 3517, GENERAL CLAUSES. The maximum amount for which rent will be paid is 225,000 nusf. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:


Wessels Construction & Development Co., Inc  
1885 Dixie Highway, Suite 110  
Ft. Wright, Kentucky 41011

INITIALS: LESSOR \_\_\_\_\_  
GOVERNMENT \_\_\_\_\_

*ms*  
*mgr*

10. In accordance with SFO Paragraph No. 23, Operating Cost, the escalation base is established as \$2.05 pnusf.
11. In accordance with SFO Paragraph No. 22, Tax Escalation, the percentage of Government occupancy is established as 87.55%. (Based on Government occupancy of 225,000 sq. ft. and total building area of 256,989 sq.ft. Percentage of occupancy is subject to revision based on actual measurement of Government occupied space at time of final inspection. However, it will not exceed the maximum square footage stated in the SFO, and in accordance with GSAF 3517, GENERAL CLAUSES.

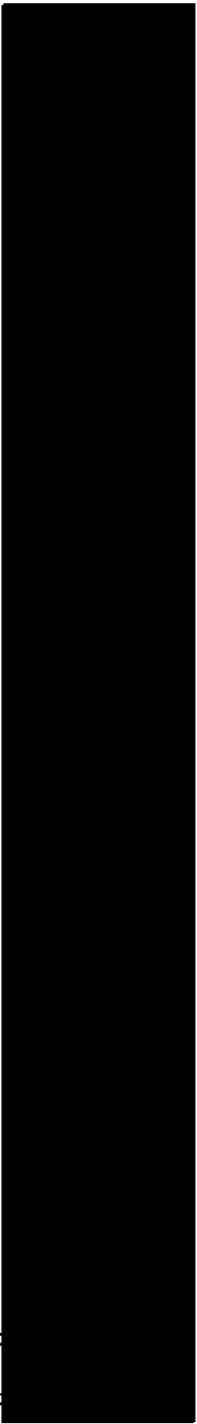
12. In accordance with SFO Paragraph No. 19, Unit Cost Adjustments, the following costs are hereby established:

- |   |            |  |
|---|------------|--|
| A. <i>Subdividing ceiling high partitioning<br/>W/sound conditioning</i>          | <i>plf</i> |  |
| <i>Without sound conditioning</i>   | <i>plf</i> |  |
| B. <i>Wall mounted duplex electrical outlet</i>                                   | <i>ea</i>  |  |
| C. <i>Floor mounted fourplex (double duplex)<br/>electrical outlet</i>            | <i>ea</i>  |  |
| D. <i>Floor mounted dedicated electrical outlet</i>                               | <i>ea</i>  |  |
| E. <i>Wall mounted dedicated electrical outlet</i>                                | <i>ea</i>  |  |
| F. <i>Dedicated clean electrical computer<br/>receptacle</i>                      | <i>ea</i>  |  |
| G. <i>Wall mounted telephone outlet</i>   | <i>ea</i>  |  |
| H. <i>Floor mounted telephone outlet</i>  | <i>ea</i>  |  |
| I. <i>Solid core interior door 36" Wide<br/>includes all hardware except lock</i> | <i>ea</i>  |  |
| J. <i>Carpet tile<br/>(To be installed over elevated floor)</i>                   | <i>psy</i> |  |
| K. <i>Additional cut out for elevated floor tile</i>                              | <i>ea</i>  |  |
| L. <i>The cost per sq ft for resilient flooring</i>                               | <i>psf</i> |  |

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Paragraph 12 continued:

M.	Electrically operable folding partition	plf
N.	[REDACTED]	ea
O.	[REDACTED]k [REDACTED]	ea
P.	Chair rail	plf
Q.	Bumper rail	plf
R.	Office light fixture	ea
S.	Relocate each light fixture	ea
T.	Office HVAC supply diffuser	ea
U.	Relocate a HVAC supply diffuser	ea
V.	Office HVAC return diffuser	ea
W.	Relocate A HVAC return diffuser	ea
X.	Ceiling mounted fire sprinkler head	ea
Y.	Relocate ceiling mounted fire sprinkler head	ea
Z.	Ceiling tile 2' X 2'	ea
AA.	Relocate ceiling tile 2' X 2'	ea
BB.	Painting	psf
CC.	Elevated floor w/high pressure laminate cover	psf
	Elevated floor including separately purchased 2' x 2' carpet tile to cover floor	psf
DD.	Single faced wall clocks	ea
	Double faced wall clocks	ea
EE.	2 seat unit w/arms and table arms	unit
	3 seat unit w/arms and table arms	unit



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13. The following items as specified in SFO RKY91073(R) and the Special Requirements, are to be provided by the Lessor. Upon completion, inspection and acceptance by the Government, and receipt of Lessor-furnished invoice, the Lessor will be reimbursed by a lump-sum payment, in accordance with GSAF 3517, GENERAL CLAUSES. Reimbursement will be based on actual quantity of each item newly provided and installed and the unit price.

A. Electro-Hydraulic Adjustable Loading Ramps	3 ea	
B. Electro-hydraulic platform lifts	2 ea	
C. Ventilator for the Loading Dock (includes unit space heaters)	3 ea	
D. [REDACTED] (12'x12')	1 ea	
E. Computer Room HVAC - 15 TON package unit - dual redundancy free cooling	1 ea	
F. Vending Area HVAC 3-TON package unit	2 ea	
G. [REDACTED]	1 ea	
H. Computer Room Smoke Detection System Maximum of 10 intake points per unit (A Complete System)	1 ea	\$ [REDACTED] - [REDACTED]
I. [REDACTED]	1 ea	\$ NO CHARGE

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15. In accordance with SFO Paragraph No. 15, Handicap Access for New Construction, the space shall fully meet the new construction requirements of the Uniform Federal Accessibility Standards.

16. In accordance with Paragraph No. 94, Secondary Distribution Systems, wiring shall be based on the requirement as stated.

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