

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT

DATE **JUL 20 1992**

NO. **1**

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO. **04B-31332**
GS-

ADDRESS OF PREMISES

**333 Scott Street
Covington, Kentucky**

THIS AGREEMENT, made and entered into this date by and between **Wessels Construction & Development Co., Inc.**

whose address is **1885 Dixie Highway, Suite 110
Ft. Wright, KY 41011**

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 **JUL 20 1992**, as follows:

Paragraph one is amended to read: 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 333 Scott Street, Covington, Kenton County, Kentucky.

Lump sum payment has been revised to include \$84,334.00 for the loading docks. The new reimbursable amount is \$2,158,842.00 for special requirement items.

Bi-parting doors	2 ea
Ventilators	2 ea
Precast wall panel detailing	
Plumbing trench drains	2 ea
Electrical wiring	
Transfer beam	140 lf
Piles	4 ea
Pile caps	4 ea



GENERAL CONDITIONS FOR THE LEASE AGREEMENT are attached hereto and made a part of this contract specifically incorporated herein.

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

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR

WESSELS CONSTRUCTION & DEVELOPMENT CO., INC

BY



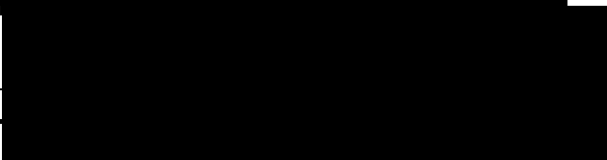
general counsel

1885 Dixie Hwy Suite 110 (Title)
Ft. Wright Ky 41011

(Address)

UNITED STATES OF AMERICA

BY



**Contracting Officer
General Services Administration**

(Official Title)



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Foundation and 4' wall		
Curb	50 lf	
Concrete stairs		
Re-design of drawings		
	Sub-total	\$69,697.00
10% overhead		
10% Profit		
	Total	\$84,334.00

The Government shall have the first right of refusal of the additional space (as identified below) as set forth in this paragraph. If any time during the term, Lessor shall receive a bona fide offer from a third person for the lease of the additional space in whole or part, which offer Lessor shall desire to accept, Lessor shall promptly deliver to Government a copy of such offer and the Government may, within 30 days thereafter, elect to lease the additional space on the same terms and conditions as those set forth in the present lease.

If Lessor shall receive an offer for the lease of additional space which is not consummated by delivering a fully executed lease to the offeror, the Government's right of first refusal shall remain applicable to subsequent offers. If Lessor shall lease the additional space after failure of Government to exercise its right of first refusal such lease shall be subject to this lease, and the right of first refusal shall continue and shall be applicable to subsequent leases of the additional space, in whole or in part.

If an acceptable third party offer to Lessor for the additional space shall include other property or space, Government's right of first refusal shall be applicable to the additional space alone, without consideration of the other property or space.

Wm. C. ... & ... Co., Inc.
 By:  Date: 7/10/92
 Lessor
 Date: 7/21/92


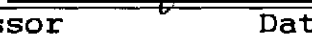

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An offer made by the Lessor for the lease of the additional space to a third person shall give the Government the same rights under this paragraph as if such offer were an acceptable offer made to Lessor by a third person.

Additional space shall be defined as indicated below:

first floor 3,793 sq. ft.
second floor 3,793 sq. ft.
third floor 3,793 sq. ft.
fourth floor 1,235 sq. ft.
fifth floor 2,559 sq. ft.

Government's right of first refusal applies at all times to the additional space in whole or in part.

W. P. ... Development Co., Inc.
By:  Date 7/10/52
Lessor  Co.  1/21/52