

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

DATE

NO. 2

8/31/92

TO LEASE NO.

GS-

04B-31332

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 8/31/92, as follows:

1. **GSA Form 3517, Paragraph 3, Termination for Default** - is amended to include "In the event the Government contends that the Lessor has defaulted under this lease, the Government shall provide to Lessor and mortgagees written notice of the deficiency or default. Any notice shall be deemed sufficiently given if sent by certified mail, postage prepaid and return receipt requested, addressed to the lessor and mortgagee at such address as the recipient shall have previously notified the sender in writing. Notice shall be sent to any mortgagee who requests such notice in writing. The Lessor and mortgagee shall each have thirty (30) days from the date of receipt of written notice (i) to cure any deficiency or default if the deficiency or default is curable within 30 days and or (ii) to provide the completion schedule and scope of work to cure any deficiency or default provided such deficiency or default is not curable within 30 days. Any identified deficiency or default must be cured within a reasonable time frame (to be determined on a case-by-case basis). In the event of any deficiency or default which constitutes a health hazard, at such time as a portion of the leased premises are occupied by the Government, the deficiency or default shall be cured immediately.

SEE CONTINUATION OF SUPPLEMENTAL LEASE AGREEMENT PAGE 2

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

Vice-President
(Title)

IN P

UNIT

BY

Contracting Officer
(Official Title)

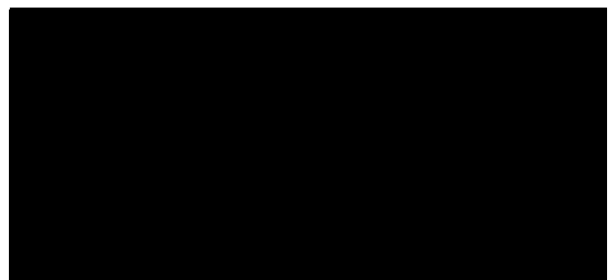
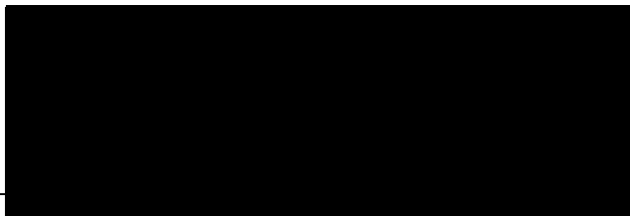
CONTINUATION OF GSA Form 3517, Paragraph 3, Termination for Default In the event of the termination of the Lease, the Government shall provide the mortgagee with written notice that the Lease has been terminated. The Government hereby agrees, ~~either~~ to permit the Mortgagee or such designee to assume the Lessor's rights and obligations under the lease effective as of the date of termination, upon all other terms, covenants and conditions set forth in the Lease. After acceptance of all the space, the Government's obligation to provide notice to any mortgagees shall cease.

2. GSA Form 3517, Paragraph 5 - Delivery and Condition - has been amended to include "The Government shall determine that the space is ready to occupy using the following procedure. First, the Lessor shall provide to the Government a certificate of occupancy from the applicable governmental agency and a certificate of substantial completion from the Project Architect. Second, the Project must be substantially complete except for minor punch list items which do not interfere with occupancy. The Government shall not unreasonably withhold a declaration of beneficial occupancy. The Lessor will provide the Government with thirty (30) days advance written notice of the anticipated date of substantial completion".

3. GSA Form 3517, Paragraph 11 - Damage by Fire or Other Casualty - the paragraph is amended to read; "If the said premises become completely destroyed by fire or other casualty, this lease will immediately terminate. In case of partial destruction or damage, the Government shall set a reasonable time based on the type and amount of damage for the Lessor to repair and restore the damaged premises. No rent shall abate during partial destruction as long as Lessor provides alternate space to the Government for that portion of the tenant agency impaired by the damage at no additional cost to the Government.

4. Paragraph 26 of the Solicitation For Offer - Liquidated Damages - The parties agree the \$12,000.00 is an assessment, and not a penalty. In the event the Government intends to impose liquidated damages against Lessor, the Government shall provide the Lessor, Lessor's contractor, and mortgagees written notice to that effect. The notice shall state material deficiencies which must be corrected to avoid imposition of liquidated damages.

SEE CONTINUATION OF SUPPLEMENTAL LEASE AGREEMENT PAGE 3



CONTINUATION OF Paragraph 26 of the Solicitation For Offer -
Liquidated Damages- Any notice shall be deemed sufficiently given if sent by certified mail, postage prepaid and return receipt requested, addressed to the Lessor and each mortgagee at such address as the recipient shall have previously notified the sender in writing. Notice shall be sent to any mortgagee who requests such notice in writing. The Lessor and mortgagee shall have thirty (30) days from the date of receipt of the notice to cure any deficiency or default. In the event Lessor or mortgagee fails to correct the deficiency or default within the time specified above, then the Government may, at its option, impose liquidated damages against the Lessor starting with the date on which the thirty (30) day notice was received by Lessor. The Government agrees that it shall not impose liquidated damages or commence notice to impose liquidated damages until the later of (i) February 1, 1994, or (ii) any subsequent date mutually agreed upon between Lessor and the Government.

5. GOVERNMENT TO ATTORN TO SUCCESSOR - If the interest of the Lessor shall be transferred to and owned by any party other than Lessor, including but not limited to any mortgagee of record (the "Successor") by reason of foreclosure or other proceedings brought by Successor in lieu of or pursuant to a foreclosure, and Successor succeeds to the interest of the Lessor under the lease, then the Government shall be bound to Successor under all of the terms, covenants and conditions of the lease for the balance of the term thereof remaining, with the same force and effect as if Successor were the landlord under the Lease. Said attornment shall be effective and self-operative immediately upon Successor's written notice to the Government that Successor has succeeded to the Interest of Lessor under the lease provided, however, that the Government shall be under no obligation to pay rent to Successor until the Government receives such written notice from Successor. The respective rights and obligations of the Government and Successor upon such attornment, to the extent of the then remaining balance of the term of the lease, shall be and are the same as now set forth therein, it being the intention of the parties hereto for this purpose to incorporate the lease in this agreement by reference with the same force and effect as if set forth at length herein.

6. Each party shall provide the other party or its' designee with copies of all construction inspection reports prepared by the other party within 15 working days of the completion. Neither party shall be bound or estopped by any statement, misstatement or anything
com[redacted] ts.

