

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

09/14/11

LEASE NO.

GS-04-B-61184

THIS LEASE, made and entered into this date by and between: SCOTT STREET AND LAND CO, LTD.

Whose address is 1885 DIXIE HWY, SUITE 110
COVINTON, KENTUCKY 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 that the said Lease is amended, effective September 1, 2011, as follows:

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

1. A total of 87,089 rentable square feet (RSF) of office and related space, which yields 78,600 ANSI/BOMA Office Area square feet (USF) of space located at to the Gateway Center West, 3rd and Madison Avenue, Covington, Kentucky to be used for office and related space.
2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on September 1, 2011 and continuing through August 31, 2016. The Government's termination rights are hereinafter set forth in paragraph 4.
3. The Government shall pay the Lessor annual rent of for the entire term, monthly, in arrears, as follows:

TERM	ANNUAL RENT	RATE PRSF	MONTHLY RATE
09/01/11 - 08/31/13	\$1,645,982.10	\$18.90	\$137,165.18
09/01/11 - 08/31/16	\$1,965,598.73	\$22.57	\$167,799.89

All services/utilities that are being paid for currently by the government will continue to be paid by the government in the Gateway Center West building with the exception of natural gas usage, which will now be paid for by the Lessor and is included in the rental payment above.

4. The Government may terminate this lease in whole or in part on the anniversary date of August 31, 2013 by giving at least 60 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
5. Rental is subject to the Government's measurement of plans submitted by the Lessor or a mutual on-site measurement of the space. Rent will be based on the rate on the rate per rentable square foot (RSF). In accordance with Clause 26 (PAYMENT), GSA Form 3517B, entitled General Clauses. The lease contract and the amount of rent will be adjusted accordingly, but not to exceed the maximum square footage requested. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

SCOTT STRRET LAND CO. LTD.
1885 DIXIE HWY SUITE 110
COVINGTON, KENTUCKY 41011

INITIALS:


LESSOR

&


GOVT

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

Request for Lease Proposal 1KY2066

Lease Contract GS-04B-61184

GSA Form 3517 entitled GENERAL CLAUSES

GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS

7. In accordance with Section 1.6 of the Lease, the percentage of Government occupancy is established as 60.48%.

8. In accordance with Section 1.7 of the Lease, the escalation base is established as \$4.57 per rentable square feet.

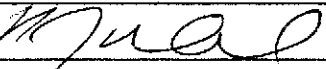
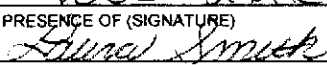
9. In accordance with Section 1.0 of the Lease, common area factor is established as 10.8%.

10. Parking arrangements/agreements currently in place for the adjacent church to utilize a small portion of the parking garage on Sunday mornings will remain in place.


11. Space is being accepted in "as is" condition. No tenant improvement allowances or security upgrade are included in rental payment. Also, Energy Star upgrades are not included or anticipated.

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

LESSOR

LESSOR SIGNATURE BY 	NAME OF SIGNER Richard J. Wesseles
ADDRESS 1885 DIXIE Highway	SUITE 110, FT. WRIGHT, Ky. 41011
IN PRESENCE OF (SIGNATURE) 	TITLE OF SIGNER AUTHORIZED Rep
ADDRESS 1885 DIXIE HW	FT WRIGHT, KY 41011

UNITED STATES OF AMERICA

SIGNATURE 	NAME OF SIGNER Shontise C. Mangham
	OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER