

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 1

DATE

TO LEASE NO.
GS-05B-17814

ADDRESS OF PREMISES Westridge Plaza
25089 Center Ridge Road
Westlake, Ohio 44145-4114

THIS AGREEMENT, made and entered into this date by and between
Westlake Home Improvements Associates, Ltd.
whose address is 6779 Windward Hills Drive
Brecksville, Ohio 44141-2469

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 consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective July 1, 2012, as follows:

This Supplemental Lease Agreement is issued to increase the square footage and associated rental set forth in GSA Lease No. GS-05B-17814. Therefore, Paragraphs 1, 3, 8, 10, 11, 14, 16, & 17 are hereby deleted in their entirety and replaced with the following:

1. The Lessor hereby leases to the Government the following described premises:
A total of 17,674 rentable square feet of office and related space at Steinmart Plaza, 25089 Center Ridge Road, Westlake, Ohio 44145-4114 to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are thirty-four (34) parking spaces for exclusive use of Government employees and patrons. In addition, ten (10) parking spaces at no additional cost shall be provided on-site within a secured fenced area.
3. The Government shall pay the Lessor annual rent at the following rate:

Term Years	Rate Per RSF	Annual Rent	Monthly Rent
Years 1 - 5	\$30.26	\$534,802.28	\$44,566.86
Years 6 - 10	\$20.82	\$368,055.52	\$30,671.29

Rent shall be paid monthly in arrears. The Lessor and Government both acknowledge and agree this shall be a full service lease agreement in accordance with SFO GS-05B-17814. Rent for a lesser period shall be prorated. Rent shall be made payable to: Westlake Home Improvements Associates, LTD, 6779 Windward Hills Drive, Brecksville, Ohio 44141-2469

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 WESTLAKE HOME IMPROVEMENT ASSOCIATES

BY _____ (Signature) _____ (Title)

IN PRESENCE OF _____ (Signature) _____ (Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY PEGGY J. IVARRA Contracting Officer
(Signature) (Official Title)

8. In reference to the SFO paragraph 3.3 entitled Tenant Improvement Rental Adjustment, Tenant Improvements in the total amount of \$677,627.28 (17,674 RSF x \$38.34) shall be included in the shell rental rate. The tenant buildout costs of \$677,627.28 shall be amortized for a period of 60 months at 7.5%. The amortized tenant buildout costs are \$9.22/RSF.

10. In accordance with the SFO paragraph 4.2 entitled Tax Adjustment, this lease is subject to real estate tax adjustment. The base amount for the Government portion of the premises is \$24,682.31. The percentage of occupancy is 17.36% (17,674 RSF / Total Building RSF of 101,790). The tax base is estimated to be \$1.396/RSF.

11. In accordance with the SFO paragraph 4.3 entitled Operating Costs, the lease is subject to operating cost escalation. The escalation base is established as \$4.85/RSF based on \$85,718.90/per annum and 17,674 RSF.

14. Security costs in the total amount of \$15,500 shall be amortized through the rent at \$0.22/RSF for 60 months at the rate of 7.5%. The amortized cost shall be \$3,807.63 per annum.

16. DELETED IN ITS ENTIRETY

17. In accordance with Paragraph 2.2 (Broker Commission and Commission Credit), Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission ("Commission"). The total amount of the Commission is [REDACTED]. (\$534,802.28 Annual Rent x 5 years firm term x [REDACTED] Commission Rate). This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.2, only [REDACTED], which is [REDACTED] of the Commission, will be payable to Studley when the Lease is awarded. The remaining [REDACTED], which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the Government as follows:

The shell rental rate portion of the annual rental payments due and owing shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue throughout the third month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

- Month 1: First month payment of \$44,566.86 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.
- Month 2: Second month payment of \$44,566.86 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.
- Month 3: Third month payment of \$44,566.86 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.