

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE  LEASE AMENDMENT	LEASE AMENDMENT No 3
	TO LEASE NO. GS-05B-17814
ADDRESS OF PREMISES SteinMart Plaza 25063 Carter Ridge Road Westlake, OH 44145-2469	PDN Number: N/A

**THIS AGREEMENT** made and entered into this date by and between **WESTLAKE HOME IMPROVEMENTS ASSOCIATES, LTD.**,

whose address is, **6779 Woodward Hills Drive  
Brecksville, OH 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 to confirm the total square footage leased in the space; memorialize the commencement and expiration dates of the Lease, establish the annual rent due for the term of the Lease, confirm all rental components for the Lease, confirm the Broker commission and commission credit, and confirm approved change orders for the project.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government as follows.

A. Paragraph 1 of the Lease is deleted in its entirety and replaced with the following.

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


A total of 17,198 rentable square feet (RSF) of Office and related space, which yields 15,000 ANSI/BCMA Office Area (ABOA) square feet of space, together with 10 secured, surface on-site parking spaces for government vehicles and 34 on-site employee and visitor parking spaces. All parking shall be at no additional cost to the Government. The space shall be used for such purposes as determined by the General Services Administration."

This Lease Amendment contains 5 pages.

All other terms and conditions of the lease shall remain in force and effect.  
IN WITNESS WHEREOF, the parties have signed and subscribed their names as of the below date.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature:   
Name: \_\_\_\_\_  
Title: CO-MANAGING PARTNER  
Entity Name: WESTLAKE HOME IMPROVEMENTS ASSOCIATES, LTD.  
Date: 11-25-2012

Signature:   
Name: Yeggy, Yeggy  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: 12/3/2013

WITNESSED FOR THE LESSOR BY:

Signature:   
Name: COYIA SARKIS  
Title: N/A  
Date: 11-27-2013



B. Paragraph 2 of the Lease is deleted in its entirety and replaced with the following:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning July 1, 2013 and continuing through June 30, 2023, unless earlier terminated by the Government as described in Paragraph 4 below."

C. Paragraph 3 of the Lease is deleted in its entirety and replaced with the following:

"3. The Government shall pay the Lessor monthly in arrears in accordance with the following table:

Rental due for the premises

Months	Annualized Shell	Annualized Cost of Services	Annualized Tenant Improvement Allowance	Annualized Building Specific Security	Total Annual Rent
7/01/2013 - 6/30/2018	\$274,732.70	\$83,410.30	\$149,137.31 <sup>1</sup>	\$3,431.34 <sup>2</sup>	\$510,711.65
7/01/2018 - 6/30/2023	\$274,732.70	\$83,410.30	\$0.00	\$0.00	\$358,143.00

<sup>1</sup>Total cost of the Tenant Improvements is \$620,228.59 amortized for a period of 5 years at 7.5% interest.

<sup>2</sup>Total cost of the Building Specific Security is \$14,270.19 amortized for a period of 5 years at 7.5% interest.

Rent shall be adjusted in accordance with the provisions of the Solicitation For Offers and General Clauses. Rent for a lesser period shall be prorated. Rent shall be made payable to:

WESTLAKE HOME IMPROVEMENTS ASSOCIATES, LTD  
 6779 WINDWARD HILLS DRIVE  
 BRECKSVILLE, OH 44141-2469"

D. Paragraph 4 of the Lease is deleted in its entirety and replaced with the following:

"4. The Government may terminate this lease at any time after June 30, 2018 by giving at least ninety (90) calendar 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."

E. Paragraph 8 of the Lease is deleted in its entirety and replaced with the following:

"8. In accordance with the SFO paragraph entitled *Tenant Improvement Rental Adjustment*, the total cost of the Tenant Improvements and all approved change orders for the space in the total amount of \$620,228.59 is amortized through the rent for 60 months at the rate of 7.5% and the total annual cost of the Tenant Improvements for the amortization period is \$149,137.31. The total allowance for the leased space is \$677,627.78. All approved changes in excess of the Tenant Improvement Allowance of \$677,627.78 shall be paid by the Government via lump sum payment upon completion and acceptance of the improvements."

F. Paragraph 9 of the Lease is deleted in its entirety and replaced with the following:

"9. In accordance with the SFO paragraph 4.1 entitled *Measurement of Space*, the common area factor is established as 1.146533333 (17,198 RSF/15,000 ABOA square feet)."

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G. Paragraph 10 of the Lease is deleted in its entirety and replaced with the following:

"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 \$24,017.55. The percentage of occupancy is 16.90% (17,198 RSF / Total Building RSF of 101,790). The tax base is estimated to be \$1.396532/RSF."

H. Paragraph 11 of the Lease is deleted in its entirety and replaced with the following:

"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 per RSF based on \$83,410.30 per annum and 17,198 per RSF."

I. Paragraph 14 of the Lease is deleted in its entirety and replaced with the following:

"14. Security costs in the total amount of \$14,270.19 is amortized through the rent at \$0.19952 per RSF for 60 months at the rate of 7.5%."

J. Paragraph 16 of the Lease is deleted in its entirety without replacement.

K. Paragraph 17 of the Lease is deleted in its entirety and replaced with the following:

"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] (\$510,711.65 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 (including taxes) of the annual rental payments (\$274,732.70 / 12 months = \$22,894.39 per month) due and owing shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first full 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:

- First Full Month's Rental Payment of \$42,559.30 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.
- Second Full Month's Rental Payment of \$42,559.30 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.
- Third Full Month's Rental Payment of \$42,559.30 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent."

L. The following table represents all approved change orders for the project. The total cost of the approved change orders is \$121,256.59 and is included in rent with the Annualized Tenant Improvement Allowance. The total cost of the original Tenant Improvements (\$498,972.00) plus the approved change orders (\$121,256.59) is \$620,228.59.

*Approved Change Orders listed on the following pages*

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APPROVED CHANGE ORDERS

Change Order	Description	Approved Cost
NTP Additions	1 Skylight and splayed walls = [REDACTED] 2. Direct/Indirect light in Room 111 = [REDACTED] 3. IT Cabling = [REDACTED] 4. Misc. Electrical Revisions = [REDACTED] 5. Add water closet = [REDACTED] 6. A/E Fees = \$6,850.00	\$54,712.15
1	Additional A/E fees to relocate skylights	[REDACTED]
2	Furr out east wall of Room 101 and 117	[REDACTED]
4	Panic devices on back door	[REDACTED]
6	Add CT at entry and back entry	[REDACTED]
7	Paging System	[REDACTED]
8	Misc. door hardware	[REDACTED]
9	Install [REDACTED] at door and sidelight	[REDACTED]
10	AV equipment and install	[REDACTED]
11	Additional outlets in the warehouse	[REDACTED]
14	Outlet in Break Room above cabinet	[REDACTED]
15	City required sprinkler heads in Skylight Wells	[REDACTED]
22	Clean and seal grout at Men's and Women's restroom	[REDACTED]
23	Door #116 revised lockset	[REDACTED]
24	Push/Pull at restroom Doors	[REDACTED]
25	Provide new cleanout cover in Break Room	[REDACTED]
27	Add Light fixture at door 116	[REDACTED]
30	Rework ducts around skylights	[REDACTED]
33	Tub Sink in Superfund room	[REDACTED]
34	Paint Upgrade	[REDACTED]
35	Emergency Light in 106	[REDACTED]
36	Piping at Still	[REDACTED]
37	New fire strobe per City of Westlake	[REDACTED]
38	Install Emergency lights in garage	[REDACTED]
39	Widen Gate/Replace Fencing	[REDACTED]
41	(2) closers on doors	[REDACTED]
42	Misc. electrical in Super Fund and Sample Prep	[REDACTED]
43	Add circuit in Sample Prep room	[REDACTED]
44	Add 1 circuit in Super Fund room and distribute exiting outlets accordingly	[REDACTED]
45	Add 12' white board to Room 111	[REDACTED]
46	Add lights and relocate 4 lights in Library	[REDACTED]
47	Furnish 10 kick down door stops	[REDACTED]
50	GFI outlet at new tub sink in Superfund Room	[REDACTED]

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53	Revise Conference Room Lighting	
54	Add Vision Panel, door closers and kick plates to doors	
55	Repaint Corridors 103, 104, 108, and 109	
57	[REDACTED]	
58	Add 10 circuits to the wire mold outlets	
59	Additional project A/E fees	
60	4 week Project Delay Fee	
<b>TOTAL APPROVED CHANGE ORDERS</b>		<b>\$121,266.59</b>

M. The Address of the Premises identified in Lease shall be changed from:

SteinMart Plaza  
 25089 Center Ridge Road  
 Westlake, OH 44145-2469

TO:

SteinMart Plaza  
 25063 Center Ridge Road  
 Westlake, OH 44145-2469

- N. Use of the GSA Form 276 Supplemental Lease Agreement (SLA) has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment".
- O. All other terms and conditions remain in full force and effect.

*End of Lease Amendment No. 3*

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