

**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL LEASE AGREEMENT NO. <b>1</b>	TO LEASE NO. <b>GS-05B-18101</b>	DATE	PAGE 1 of 2
--	-------------------------------------	------	----------------

ADDRESS OF PREMISES 9875 Redhill Drive, Blue Ash, OH 45242-5626

**THIS AGREEMENT** made and entered into this date by and between  
**REDHILL SKYLINE PARTNERS, LLC**  
whose address is 9595 Wilshire Blvd.  
Beverly Hills, CA 90212-2512

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 Lease dated April 21, 2011 is amended, effective upon signing by both parties, as follows:

This Supplemental Lease Agreement No. 1 is being issued to establish the new square footage of the space, expand the term of the lease, and incorporate the corresponding changes to rental rates therein.

**Paragraph 1 of Lease #GS-05B-18101 is deleted in its entirety and replace with the following:**

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

A total of 29,157 rentable square feet (RSF) of office and detention space, which yields 27,589 ANSI/BOMA Office Area square feet (USF) of space located 9875 Redhill Drive, Entire Facility, Blue Ash, OH 45242-5626 to be used for such purposes as determined by the General Services Administration. Included in the rent are nineteen (19) on-site, indoor, secured parking spaces and nine (9) on-site, secured, surface parking spaces for exclusive use of Government employees and patrons. Cost of parking is defined further in Paragraph 3 below.

**Paragraph 2 of Lease #GS-05B-18101 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 estimated to begin on July 01, 2012 and continuing through June 30, 2032, subject to termination and renewal rights as may be hereinafter set forth, subject to beneficial occupancy. The lease term is twenty (20) years, twenty (20) years firm, with no termination rights. Beneficial occupancy shall be memorialized by a separate Supplemental Lease Agreement between the Lessor and the Government, per Section 5.11(l), Lease Commencement enumerated in SFO No. LOH18101, attached to this lease.

(continued on page 2)

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

LESSOR REDHILL SKYLINE PARTNERS, LLC

SIGNATURE [Redacted]	NAME OF SIGNER <i>STEVEN DOCKY</i>
----------------------	---------------------------------------

ADDRESS <i>9595 Wilshire Blvd, Beverly Hills, CA 90212-2512</i>
--

IN PRESEN SIGNATURE [Redacted]	NAME OF SIGNER <i>Alex Tanabe</i>
-----------------------------------	--------------------------------------

ADDRESS <i>S...</i>
------------------------

UNITED ST SIGNATURE [Redacted]	NAME OF SIGNER JOANNE LADWIG OFFICIAL TITLE OF SIGNER LEASE CONTRACTING OFFICER
-----------------------------------	--

AUTH Previous <i>800</i>	GSA FORM 276 (REV. 8/2006)
--------------------------------	----------------------------

Paragraph 3 of Lease #GS-05B-18101 is deleted in its entirety and replaced with the following:

3. The Government shall pay the Lessor annual rent as follows:

(costs are per rentable square foot)	Shell Rent	Operating Costs	Taxes	Amortized TIs	Amortized BLDG SPFC Security	Annual Rent without Parking	Rate/ RSF without Parking	Annual Parking Costs	Total Annual Rent with Parking	Total Monthly Rent
Years 1-5	\$577,560.35	\$237,045.15	\$20,253.93	\$180,261.56	\$80,890.60	\$1,096,011.60	\$37.59	\$24,890.04	\$1,120,901.64	\$93,408.47
Years 6-10	\$608,271.86	\$237,045.15	\$20,253.93	\$180,261.56	\$80,890.60	\$1,126,723.11	\$38.64	\$24,890.04	\$1,151,613.15	\$95,967.76
Years 11-15	\$634,682.87	\$237,045.15	\$20,253.93	N/A	N/A	\$891,981.95	\$30.59	\$24,890.04	\$916,871.99	\$76,406.00
Years 16-20	\$668,665.62	\$237,045.15	\$20,253.93	N/A	N/A	\$925,964.70	\$31.76	\$24,890.04	\$950,854.74	\$79,237.90

Rent for a lesser period shall be prorated. Operating Costs are subject to CPI adjustments and Taxes are subject to actual adjustments per assessment. Rent checks shall be made payable to: Redhill Skyline Partners, LLC, 9595 Wilshire Blvd., Beverly Hills, CA 90212-2512.

Paragraph 4 of Lease #GS-05B-18101 is deleted in its entirety.

Paragraph 8 of Lease #GS-05B-18101 is deleted in its entirety and replaced with the following:

8. In accordance with SFO Paragraph 3.2 entitled *Tenant Improvement Included in Offer*, the Lessor agrees to provide \$1,265,507.43 toward the cost of the Tenant Improvements. The tenant build out cost of \$1,265,507.43 (based on \$45.87 per ANSI/BOMA Office Area square foot) will be amortized at a rate of 7.50% over ten (10) years. Upon request and prior to issuance of a Notice to Proceed, Lessor will provide GSA with a complete cost estimate of all tenant improvements. Once approved by GSA a Notice to Proceed will be issued by GSA to the Lessor. Upon completion of tenant improvements and acceptance of space by the Government, a Supplemental Lease Agreement will be issued to determine the rental rate, including any adjustments to tenant improvement costs as well as occupancy date.

Paragraph 9 of Lease #GS-05B-18101 is deleted in its entirety and replaced with the following:

9. In accordance with the SFO Paragraph 4.1(C) entitled *Common Area Factor*, the common area factor is established as 1.0568 (29,157 / 27,589).

Paragraph 10 of Lease #GS-05B-18101 is deleted in its entirety and replaced with the following:

10. In accordance with the SFO Paragraph 4.2 entitled *Tax Adjustment*, the real estate property tax base is established at \$20,253.93 per annum for 29,157 square feet of rentable office and related space. The Tax Parcel ID Number is 612-0120-0078-00.

Paragraph 12 of Lease #GS-05B-18101 is deleted in its entirety and replaced with the following:

12. In accordance with the SFO Paragraph 4.3 entitled *Operating Costs Base*, the cost of services base is \$237,045.15 per annum for 29,157 square feet of rentable office and related space.

(continued on page 3)



Paragraph 22 of Lease #GS-05B-18101 is deleted in its entirety and replaced with the following:

22. The Lessor and Broker have agreed to a cooperating lease commission of [REDACTED] of the Aggregate Lease Value for the initial firm term of the lease of twenty (20) years, or [REDACTED]. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit, or [REDACTED] to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this Lease.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments (not including real estate taxes) due and owing under this Lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the full rental payments and will continue until the commission credit has been accounted for.

To date, no commission has been paid by the landlord. Per the lease agreement; one-half of the commission is upon execution of this agreement and one-half is due upon the earlier of tenant's occupancy of the premises or the commencement date of the Lease.

The monthly rent adjusted for the commission credit is as follows:

Rent Period	Scheduled Monthly Rent	Scheduled Monthly Shell Rent	[REDACTED]	[REDACTED]
Month 1	\$93,408.47	\$50,204.20	[REDACTED]	[REDACTED]
Month 2	\$93,408.47	\$50,204.20	[REDACTED]	[REDACTED]
Month 3	\$93,408.47	\$50,204.20	[REDACTED]	[REDACTED]
Month 4	\$93,408.47	\$50,204.20	[REDACTED]	[REDACTED]
Month 5	\$93,408.47	\$50,204.20	[REDACTED]	[REDACTED]
Month 6	\$93,408.47	\$50,204.20	[REDACTED]	[REDACTED]
Month 7	\$93,408.47	\$50,204.20	[REDACTED]	[REDACTED]
Month 8-60	\$93,408.47	\$50,204.20	[REDACTED]	[REDACTED]

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

50  
9X