

# SECURITIES AND EXCHANGE COMMISSION

## FORM 8-K

Current report filing

Filing Date: **2007-12-10** | Period of Report: **2007-11-30**  
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### FILER

#### DOMINION HOMES INC

CIK: **917857** | IRS No.: **311393233** | State of Incorpor.: **OH** | Fiscal Year End: **1231**  
Type: **8-K** | Act: **34** | File No.: **000-23270** | Film No.: **071296374**  
SIC: **1531** Operative builders

Mailing Address  
4900 TUTTLE CROSSING  
BOULEVARD  
P.O. BOX 4900  
DUBLIN OH 43016-5555

Business Address  
4900 TUTTLE CROSSING  
BOULEVARD  
P.O. BOX 4900  
DUBLIN OH 43016-5555  
614-356-5000

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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549**

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**FORM 8-K**

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**CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934**

**Date of report (Date of earliest event reported): November 30, 2007**

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**DOMINION HOMES, INC.**

(Exact Name of Registrant as Specified in Charter)

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**Ohio**  
(State of Other Jurisdiction  
of Incorporation)

**0-23270**  
(Commission File Number)

**31-1393233**  
(IRS Employer  
Identification No.)

**4900 Tuttle Crossing Boulevard, P.O. Box 4900,  
Dublin, Ohio**  
(Address of Principle Executive Offices)

**43016-0993**  
(Zip Code)

**Registrant's telephone number, including area code (614) 356-5000**

(Former Name of Former Address, if Changed Since Last Report)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communication pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01 Entry into a Material Definitive Agreement.**

On November 30, 2007, Dominion Homes, Inc. (the “Company”) entered into certain lease amendments with its landlord, BRC Properties, Inc. (“BRC”), related to the Company’s corporate offices located in Dublin, Ohio, as further described below.

The Company entered into a Second Modification of Lease (the “Second Modification”) with BRC, amending that certain Lease dated as of July 21, 2003, as thereby amended from time to time, related to the Company’s offices located at 5000 Tuttle Crossing Boulevard (the “5000 Tuttle Crossing Lease”). The Second Modification provides the Company with an option to terminate the 5000 Tuttle Crossing Lease at any time on or after December 1, 2007. The Second Modification further provides that, in the event of an early termination, the Company will pay BRC an early termination fee in the amount of \$385,000.00, plus any other charges due and payable under the 5000 Tuttle Crossing Lease as of the early termination date.

The Company also entered into an Amendment No. 3 to Lease (“Amendment No. 3”) with BRC, amending that certain Lease dated as of December 29, 1997, as thereby amended from time to time, related to the Company’s offices located at 4900 Tuttle Crossing Boulevard (the “4900 Tuttle Crossing Lease”). The Amendment No. 3 extends the expiration date of the 4900 Tuttle Crossing Lease to November 30, 2017, and provides for a revised rent schedule. The Amendment No. 3 also grants the Company an option to renew the 4900 Tuttle Crossing Lease for an additional five-year term beginning December 1, 2017 and expiring on November 30, 2022.

BRC is a significant shareholder of the Company, owning approximately 46.6% of the Company’s outstanding common shares. Accordingly, the terms of the Second Modification and Amendment No. 3 were negotiated and approved by the Audit Committee of the Company’s Board of Directors, which consists entirely of independent directors.

The foregoing descriptions of the Second Modification and Amendment No. 3 are qualified in their entirety by reference to the full text of the Second Modification and Amendment No. 3, copies of which are attached hereto as Exhibits 10.1 and 10.2 respectively, and are incorporated herein by reference.

**Item 1.02 Termination of a Material Definitive Agreement.**

On December 1, 2007, the Company notified BRC that it was exercising its right to terminate the 5000 Tuttle Crossing Lease, as amended by the Second Modification, effective as of December 1, 2007. The Company terminated the 5000 Tuttle Crossing Lease in order to consolidate its corporate offices into its 4900 Tuttle Crossing corporate office building. As a result of this early termination, the Company will pay BRC an early termination fee of \$385,000.00. BRC is a significant shareholder of the Company, owning approximately 46.6% of the Company’s outstanding common shares. Accordingly, the termination of the 5000 Tuttle Crossing Lease was negotiated and approved by the Audit Committee of the Company’s Board of Directors, which consists entirely of independent directors.

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**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

The following exhibits are filed herewith:

<b>Exhibit Number</b>	<b>Exhibit</b>
10.1	Second Modification of Lease, dated November 30, 2007, between BRC Properties, Inc. and Dominion Homes, Inc.
10.2	Amendment No. 3 to Lease, dated November 30, 2007, between BRC Properties, Inc. and Dominion Homes, Inc.

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**DOMINION HOMES, INC.**

Date December 10, 2007

By

/s/ Laura L. Macias

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Laura L. Macias

Senior Vice President

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## Exhibit Index

**Exhibit**

**Number**   **Exhibit**

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|------|--|
| 10.1 | Second Modification of Lease, dated November 30, 2007, between BRC Properties, Inc. and Dominion Homes, Inc. |
| 10.2 | Amendment No. 3 to Lease, dated November 30, 2007, between BRC Properties, Inc. and Dominion Homes, Inc.     |

**SECOND MODIFICATION OF LEASE**

This Second Modification of Lease (the "Second Modification") is made and entered into as of the 30th day of November, 2007 between **BRC PROPERTIES, INC.**, an Ohio corporation ("Landlord") and **DOMINION HOMES, INC.**, an Ohio corporation ("Tenant").

**WHEREAS**, a certain Lease (the "Lease") was executed July 21, 2003, by and between Landlord and Tenant, pursuant to which Tenant leased 35,000 gross square feet of office space, being all of the building currently identified as 5000 Tuttle Crossing Blvd., Dublin, Ohio (the "Leased Premises");

**WHEREAS**, the Lease was amended October 31, 2003 to reflect a change of address for the Leased Premises and to change the expiration date of the Lease from September 30, 2018 to October 31, 2018;

**WHEREAS**, Landlord and Tenant mutually desire to further amend the Lease to include an Early Termination Option for Tenant;

**NOW THEREFORE**, for good and valuable consideration, the sufficiency of which hereby is acknowledged, Landlord and Tenant agree to amend the Lease to add the following Early Termination Option:

Early Termination Option

Tenant shall have an option to terminate the Lease effective at any time on or after December 1, 2007. Tenant may exercise its option by giving written notice to Landlord specifying the date the Lease shall terminate (the "Termination Date"), provided that the Termination Date shall be no sooner than thirty (30) days after the date of Tenant's notice. On or before the 15<sup>th</sup> day prior to the Termination Date, Tenant shall pay to Landlord: (i) an early termination fee in the amount of Three Hundred Eighty-Five Thousand Dollars (\$385,000.00); and (ii) Fixed Rent and any other charges due and payable under the Lease through the Termination Date. In the event Tenant validly exercises its early termination option, Tenant waives its right to reimbursement for insurance premiums and real estate taxes to the extent paid in advance by Tenant. Tenant shall vacate the Leased Premises on or before the Termination Date; shall leave the Leased Premises in broom-clean condition; and shall surrender the Leased Premises to Landlord free of Tenant's personal property in accordance with, and subject to the terms of, Section 22 of the Lease. Tenant shall remain liable for, and shall indemnify Landlord against, any loss, damage, claim or liability arising under the Lease with respect to matters occurring on or before the Termination Date.

Except as modified above, the Lease shall remain in full force and effect as originally written. Any ambiguity or inconsistency between the terms and provisions of the Lease and prior amendment thereto, and the terms and provisions of this Second Modification, shall be resolved in favor of this Second Modification.

**IN WITNESS WHEREOF**, Landlord and Tenant have signed this Second Modification as of the date and year set forth above.

Landlord:

BRC Properties Inc., an Ohio corporation

By:

/s/ Terry E. George

Name:

Terry E. George

Its:

Vice President

Tenant:

Dominion Homes, Inc., an Ohio corporation

By:

/s/ William G. Cornely

Name:

William G. Cornely

Its:

Executive Vice President

STATE OF OHIO

COUNTY OF FRANKLIN, ss:

On this 30<sup>th</sup> day of November, 2007, before me a Notary Public personally appeared Terry E. George, the Vice President of BRC Properties, Inc., an Ohio corporation, and acknowledged that he did sign the foregoing instrument, and that the same is his free act and deed and the free act and deed of the corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

/s/ Kathy Kellenbarger

Notary Public

STATE OF OHIO

COUNTY OF FRANKLIN, ss:



On this 30<sup>th</sup> day of November, 2007, before me a Notary Public personally appeared William G. Cornely, the Executive Vice President of Dominion Homes, Inc., an Ohio corporation, and acknowledged that he did sign the foregoing instrument, and that the same is his free act and deed and the free act and deed of the corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

/s/ Kathy Kellenbarger

Notary Public

**AMENDMENT NO. 3 TO LEASE**

This Amendment No. 3 to Lease (the "Third Amendment") is made and entered into as of the 30th day of November, 2007 between **BRC PROPERTIES, INC.**, an Ohio corporation f/k/a Borrer Realty Company ("Landlord") and **DOMINION HOMES, INC.**, an Ohio corporation ("Tenant").

**WHEREAS**, a certain Lease was executed December 29, 1997, by and between Landlord and Tenant, pursuant to which Tenant leased 39,504 gross square feet of office space, being all of the building previously identified as 5501 Frantz Road, Dublin, Ohio and currently identified as 4900 Tuttle Crossing Blvd., Dublin, Ohio (the "Leased Premises");

**WHEREAS**, the Lease was amended February 2, 1998 to provide for an expiration date of December 31, 2009;

**WHEREAS**, the Lease was amended November 30, 2005 to increase the monthly rental amount to \$39,424.19 beginning December 1, 2005 and continuing throughout the remaining lease term;

**WHEREAS**, Landlord and Tenant mutually desire to further amend the Lease;

**NOW THEREFORE**, for good and valuable consideration, the sufficiency of which hereby is acknowledged, Landlord and Tenant agree to amend the Lease as follows:

- Term** - Effective November 30, 2007, the amended December 31, 2009 lease expiration date shall be deleted and a new ten-year lease term shall commence December 1, 2007 and expire on November 30, 2017 (the "Revised Term").
- Rent** - Tenant agrees to pay to Landlord as Fixed Rent during the Revised Term, monthly installments in the amounts set forth below:

<b>Time Period</b>	<b>Monthly Fixed Rent Installment</b>
December 1, 2007 to November 30, 2008	\$ 41,150.00
December 1, 2008 to November 30, 2009	\$ 41,561.50
December 1, 2009 to November 30, 2010	\$ 41,973.00
December 1, 2010 to November 30, 2011	\$ 42,384.50
December 1, 2011 to November 30, 2012	\$ 42,796.00
December 1, 2012 to November 30, 2013	\$ 43,207.50
December 1, 2013 to November 30, 2014	\$ 43,619.00
December 1, 2014 to November 30, 2015	\$ 44,030.50

December 1, 2015 to November 30, 2016

\$ 44,442.00

December 1, 2016 to November 30, 2017

\$ 44,853.50

**3. Renewal Option** - Section 34 of the Lease is deleted. In lieu thereof, Tenant shall have one option to extend the Revised Term on all the provisions contained in the Lease, except for Fixed Rent, for a period of five years beginning December 1, 2017 and expiring November 30, 2022 (the "Extended Term"). Tenant may exercise its option by giving written notice (a "Renewal Notice") to Landlord at least 180 days prior to November 30, 2017. Such option shall be void and of no effect if Tenant is in default on the date the Renewal Notice is given, or on the date the Extended Term is to commence. Fixed Rent for the Extended Term shall be equal to fair market rental for similar Class A office buildings in the Dublin, Ohio area as of the date Tenant exercises its option; provided that in no event shall Fixed Rent be less than the Fixed Rent payable by Tenant for the month immediately preceding commencement of the Extended Term.

Except as modified above, the Lease shall remain in full force and effect as originally written. Any ambiguity or inconsistency between the provisions of the Lease and prior amendments thereto and the terms and provisions of this Third Amendment shall be resolved in favor of this Third Amendment.

**IN WITNESS WHEREOF**, Landlord and Tenant have signed this Addendum No. 3 to Lease on 30, November, 2007.

Landlord:

BRC Properties Inc., an Ohio corporation

By:

/s/ Terry E. George

Name:

Terry E. George

Its:

Vice President

Tenant:

Dominion Homes, Inc., an Ohio corporation

By:

/s/ William G. Cornely

Name:

William G. Cornely

Its:

Executive Vice President

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STATE OF OHIO

COUNTY OF FRANKLIN, ss:

On this 30<sup>th</sup> day of November, 2007, before me a Notary Public personally appeared Terry E. George, the Vice President of BRC Properties, Inc., an Ohio corporation, and acknowledged that he did sign the foregoing instrument, and that the same is his free act and deed and the free act and deed of the corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

/s/ Kathy Kellenbarger

Notary Public

STATE OF OHIO

COUNTY OF FRANKLIN, ss:

On this 30<sup>th</sup> day of November, 2007, before me a Notary Public personally appeared William G. Cornely, the Executive Vice President of Dominion Homes, Inc., an Ohio corporation, and acknowledged that he did sign the foregoing instrument, and that the same is his free act and deed and the free act and deed of the corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

/s/ Kathy Kellenbarger

Notary Public