

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT  
NO. 5  
PS # 0021499

DATE  
8-29-11

TO LEASE NO.  
GS-05B-18276

ADDRESS OF PREMISES

Skylight Office Tower, 1660 West Second Street, Cleveland, OH 44113-1454

THIS AGREEMENT, made and entered into this date by and between

whose address is Skylight Office Tower SPE, LLC  
50 Public Square, Suite 1360  
Cleveland, OH 44113

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 as of the date of this Supplemental Agreement 5, as follows:

This Supplemental Lease Agreement (SLA) No. 5 is issued to reimburse Lessor for initial tenant improvement costs and construction change orders that are in excess of the initial tenant improvement allowance provided by the lease.

Lease Paragraphs 25 and 26 are added:

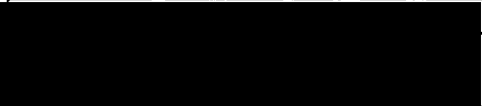
25. The Notice To Proceed letter dated January 31, 2011 stated that the initial tenant improvement construction build-out cost of \$1,462,973.04 would be amortized in the rent. The Solicitation For Offer stipulates that only \$1,325,802.55 (30,886 usable square feet X \$42.925680 per usable square foot) can be amortized in the rent payments. Thus the Government agrees to pay the Lessor a onetime lump sum payment in the amount of \$137,183.36 for the initial tenant improvement build-out.

Initial tenant improvement overage charge.....\$137,183.36

26. The following construction change orders and costs were authorized during construction of the tenant improvements:

Continued on Page 2

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.



LC

VICE PRESIDENT

(Title)

50 Public Square #1360, Cleveland, OH  
(Address)

ADMINISTRATION

Contracting Officer

Allan A. Broholm

(Signature)

(Official Title)

L-11027

26. (Continued)

Change Order #

1. Sprinkler Main relocation .....	\$
2. Relocate sprinkler line.....	
3. Change chair rail from oak to birch.....	
4. Corridor wall prep and modification.....	
5. Additional door peepholes.....	
6. Change corridor tile to wall covering.....	
7. Card reader for entry doors.....	
8. Hearing room gate latch relocations.....	
9. 11 analog lines in Hearing Rooms.....	
10. Cat 6 wiring from ground floor to Dmare on 5 <sup>th</sup> floor.....	
11. 11 Acrylic speaker cover for [REDACTED].....	
12. Signage.....	
13. Draperies in Video Hearing Rooms.....	
14. Add depth to Judge's bench.....	
15. Restock bench laminate.....	
16. Change waiting room restroom mirrors.....	
17. Water line installation for two refrigerators.....	
18. Addition 2X2 light fixture.....	
19. Add door bell.....	
20. Relocate two fire strobes near S [REDACTED] logo in hearing rooms.....	
21. Rework floor electrical boxes.....	
22. Door hardware changes (labor only).....	
23. Paint elevator doors.....	
Permit credit (actual cost less than allowance in base bid).....	10,070.19
<b>TOTAL</b>	<b>\$33,490.90</b>

All of the above work is in place and has been accepted by the Government.

**Lump Sum due Lessor ..... \$137,183.36 + \$33,490.90 = \$170,674.26**

Submit your invoice directly to: GSA Greater Southwest Finance Center (7BCP), P.O. Box 17181, Fort Worth, Texas, 76102 or to the GSA Finance Website at [www.finance.gsa.gov](http://www.finance.gsa.gov). Your invoice must be on letterhead of the Lessor, include an invoice number, this lease number, and the following Pegasus Document Number: PS# 0021499.

INITIALS: AB & WJ  
Govt Lessor