

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 5	TO LEASE NO. GS-10B-07213	DATE JUL 26 2012	PAGE 1 of 1
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ADDRESS OF PREMISES
161 E 1st Avenue, Anchorage, AK 99501 Bldg. #AK3481

THIS AGREEMENT, made and entered into this date by and between ALASKA RAILROAD CORPORATION, whose address is 327 W Ship Creek Avenue, Anchorage, AK 99501-1671 and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to commence tenant improvements.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective June 29, 2012, as follows:

Supplemental Lease Agreement No. 5 is issued to amend Lease GS-10B-07213 to commence the installation of the Autoclave.

Project: The Lessor shall furnish all materials, equipment, and labor necessary to accomplish the work described in "Exhibit A", Lessor's Proposal, to accomplish the work within the "Statement of Work" to meet the Municipality of Anchorage Code Requirements and Industry Standards for commercial grade quality.

Warranty, Maintenance, and Testing: The Lessor shall warranty the tenant improvements for one year and shall maintain the tenant improvements in accordance with manufacturers' recommendations and in accordance with all terms of Lease GS-10B-07213, Supplemental Lease Agreement One through Four, and GSA Form 3517 General Clauses.


Restoration: The Lessor waives all rights of restoration concerning the tenant improvements completed with this Supplemental Lease Agreement. At the Lessor's expense, the Lessor shall restore to original condition anything damaged by the work.

Site Conditions: The Lessor shall maintain worksite conditions in accordance with standard OSHA requirements. The Lessor shall prevent injuries to individuals conducting business in and adjacent to the work area.

Acceptance: The Lessor shall request a GSA inspection upon project completion. Upon receipt of the request, an appointed GSA Contracting Officer Representative shall inspect the worksite within 7 working days and shall inform the Lessor of acceptance of the tenant improvements or actions required to gain acceptance. The Lessor shall furnish inspection reports and permits and system specification sheets upon written notice of the Government's acceptance of the tenant improvements.

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LESSOR: Alaska Railroad Corporation

SIGNATURE 	NAME OF SIGNER Shane Maloney
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SIGNATURE	NAME OF SIGNER
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IN PRESENCE OF

SIGNATURE	NAME OF SIGNER
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UNITED STATES OF AMERICA

SIGNATURE 	NAME OF SIGNER ANDREW J. MOHL
	OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER

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Other - None

Payments: The tenant improvements shall be completed at a total cost of [REDACTED] in accordance with "Exhibit A", Lessor's proposal. Upon completion, inspection, and acceptance of the tenant improvements, the Government shall reimburse the Lessor for the total cost listed above. Reimbursement shall occur within 30 days of the Government's receipt of the Lessor's itemized invoice. The invoice must include:

- Lease number: GS-10B-07213
- Building address: AK3451
- Payment reference number: PS00
- Lessor name and address as shown on the lease
- Itemization of the products or services provided

The Lessor must submit invoice documents electronically at www.finances.gsa.gov and inform the Lease Administration Manager of the submittal at theresa.hudgins@gsa.gov. If the Lessor cannot submit documents electronically, hard copies must be sent to:

Original Documents	Copies
GSA Greater Southwest Finance Center	GSA Anchorage Field Office
Attn: PBS Payments Branch (BCFA)	Attn: Theresa Hudgins
P.O. Box 17181	222 W. 7th Avenue, Box 5, Room 151
Fort Worth, TX 76102	Anchorage, AK 99513-7568

The Government's contractual obligation is with the Lessor only. The Government will not be responsible for honoring any clause(s) listed on a contractor's or subcontractor's document(s) that are attached as an exhibit to this Supplemental Lease Agreement.

Notice to Proceed and Schedule: Upon execution by the Government, this Supplemental Lease Agreement serves as a Notice to Proceed. The Lessor shall provide a schedule within five working days from receipt of the executed Supplemental Lease Agreement. The schedule shall provide delivery details for equipment and materials with lead times that extend beyond five working days.

Change Orders: The Lessor shall only act upon change orders approved by a GSA Contracting Officer and shall seek guidance from a GSA Contracting Officer in the event of any schedule, quality, or scope change. The Lessor shall receive neither profit nor overhead on any approved change orders.

All other terms and conditions remain in full force and effect.

SM / *ATM*