

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-10P-LAK00073 BLDG NO. AK3484 PDN Number: PS0038596
ADDRESS OF PREMISES 240 Front Street, Nome, AK 99762-9800	

THIS AGREEMENT, made and entered into this date by and between Front Properties LLC

whose address is:

431 W 7th Ave, Suite 203, Anchorage, AK 99501-3500

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 order Tenant Improvements, add Lump Sum Payment Invoicing Instructions, remove architect fees, and amend lessor project management fees (overhead and profit).


NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective June 8, 2017 as follows:

Paragraphs 1.09, 4.01, 4.02, and 7.04 are hereby deleted in their entirety and replace with the following:

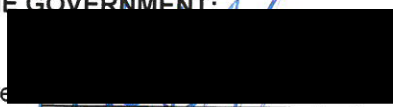
This Lease Amendment contains 4 pages

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


FOR THE LESSOR:

Signature: 
 Name: Steve Zelener
 Title: member
 Entity Name: Front Properties LLC
 Date: 6-8-2017

FOR THE GOVERNMENT:

Signature: 
 Name: Hilda Gonzalez
 Title: Lease Contracting Officer
GSA, Public Buildings Service,
 Date: 6/13/17

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: CHAD MYERS
 Title: Property Manager
 Date: 6-8-2017

The Lessor *must* submit invoice documents electronically at www.finance.gsa.gov and inform the Project Manager of the submittal at brian.swanson@gsa.gov. If the Lessor cannot submit documents electronically, hard copies must be sent to:

Original Documents

GSA Greater Southwest Finance Center
Attn: PBS Payments Branch (BCFA)
P.O. Box 17181
Fort Worth, TX 76102

Copies


GSA Field Office
Attn: Brian Swanson
222 W 7th Ave
Anchorage, AK 99501-3612

Notice to Proceed: Upon execution by the Government, this Lease Amendment serves as a Notice to Proceed. The Lessor shall complete the alterations within 65 business days of receiving the notice to proceed from the Government. The Lessor shall confirm receipt, in writing, of NTP.

Schedule: The improvements shall comply with the existing project schedule as outlined in Lease GS-10P-LAK00073.

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.

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

S.E. / 
LESSOR _____ GOVT

I. Construction of TIs and completion of other required construction work: The Lessor shall complete all work required to prepare the Premises as required in this Lease ready for use not later than September 1, 2017.

4.02 INTENTIONALLY DELETED

7.04 CHANGE ORDER PROCEDURES

- A. Intentionally Deleted.
- B. The General Contractor's fee will not exceed 15% of the total subcontractor's costs plus General Conditions for the Change Order.
- C. Intentionally Deleted.
- D. Intentionally Deleted.
- E. The Lessor's Project Management fee will not exceed 5% of the total costs.
- F. All requests for change order price quotations shall be in writing from the General Services Administration's (GSA) Contracting Officer/Specialist or Project Manager on a Price Request form.
- G. Price quotations shall be supplied by the Lessor to the Government within one week of the written request on a Change Order form.
- H. Notification of change order approval status shall be given within three weeks of the date the price quotation was received by the Government.
- I. Without written approval from the GSA Contracting Officer, no change order should be processed. If a change order is processed without written consent of the GSA Contracting Officer, the Lessor shall bear full financial responsibility for the change order and compliance to the terms of the Lease. Written approval shall be in the form of a signed Change Order form. All Change Orders will subsequently be memorialized in the Lease via Lease Amendment. Change Orders may be grouped to prevent excessive Lease Amendments.



7.06 TENANT IMPROVEMENT COSTS/NOTICE TO PROCEED WITH TENANT IMPROVEMENTS:

The Government has reviewed the Lessor's pricing in the total amount of **\$290,265.06** in accordance with Exhibit LA1-A Page 1 and determined it to be fair and reasonable. Said amount includes all costs for labor, all materials, overhead, profit, applicable sales tax, permitting, and interest to complete the work described in Exhibits A through C to the Lease. The Government shall pay \$290,265.06 via lump sum upon completion of the work by the Lessor and inspection and acceptance of the space by the Government, per the invoicing instructions detailed in Paragraph 7.07

7.07 LUMP SUM PAYMENT INVOICING INSTRUCTIONS:

Payment: The total cost for tenant improvements is **\$290,265.06** in accordance with Exhibit LA1-A Page 1. 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-10P-LAK00073**
- Building address: **██████████ 240 Front Street, Nome, AK 99762-9800**
- Payment reference number: **PS0038596**
- Lessor name and address as shown on the lease
- Itemization of the products or services provided


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1.09 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)


For pricing TI costs, the following rates shall apply for the initial build-out of the Space.


	INITIAL BUILD-OUT
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	5%

4.01 SCHEDULE FOR COMPLETION OF SPACE (SEP 2015)

Design and construction activities for the Space shall commence upon Lease award. The Lessor shall schedule the following activities to achieve timely completion of the work required by this Lease:

- A. Government-Provided Design Intent Drawings (DIDs): The Government shall prepare and provide to the Lessor the Government's approved DIDs based upon the base Building documents provided by the Lessor as required in the paragraph titled "Documents Incorporated in the Lease" paragraph of this Lease. These DIDs will detail the TIs to be made by the Lessor within the Space. DIDs shall be due to the Lessor within **10 Working Days** from award.
- B. DIDs. For the purposes of this Lease, DIDs are defined as fully dimensioned drawings of the leased Space which reflect all Lease requirements provided by the Government sufficient for the preparation of construction documents (CDs), including, but not limited to:
 - 1. Generic furniture layout, wall, door, and built-in millwork locations;
 - 2. Telephone, electrical, and data outlet types and locations;
 - 3. Information necessary for calculation of electrical and HVAC loads;
 - 4. Work related to security requirements; and
 - 5. All finish selections.
- C. INTENTIONALLY DELETED
- D. The Lessor's preparation and submission of construction documents (CDs): The lessor is not required to provide CDs as a part of this lease.
- E. INTENTIONALLY DELETED
- F. The Lessor's preparation and submission of the TI price proposal: The Lessor shall prepare and submit a complete TI price proposal in accordance with this Lease within **15 Working Days** following the receipt of DIDs.
- G. INTENTIONALLY DELETED
- H. Negotiation of TI and BSAC price proposals and issuance of notice to proceed (NTP): The Government shall issue NTP within **15 Working Days** following the submission of the TI and BSAC price proposals, unless these have been priced as turnkey, provided that price proposals conform to the requirements of the Lease and the parties negotiate a fair and reasonable price.


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TENANT IMPROVEMENTS COST SUMMARY (TICS)

for 4AK0233

ABOA SF= 849

Agency:

TIA PER ABOA SF= \$ -

June 6, 2017

Location:

TOTAL TIA \$ -

RU Factor 1.64

RSF= 1,389

Masterformat CSI	System Elements	Uniformat	TI*	SHELL**
Div 1	General Requirements	G11	\$	
Div 2	Site work & Demolition	G11	\$	
Div 3	Concrete	A11	\$	
Div 4	Foundations / Masonry	A11	\$	
Div 5	Metals		\$	
Div 6	Woods & Plastics		\$	
Div 7	Thermal & Moisture	F11	\$	
Div 8	Doors & Windows	B12	\$	
Div 9	Finishes	C13	\$	
Div 10	Specialties	C11	\$	
Div 11	Equipment	D11	\$	
Div 12	Furnishings		\$	
Div 13	Special Construction	F11	\$	
Div 15	General Construction		\$	
Div 21	Fire Suppression	D31	\$	
Div 22	Plumbing	D21	\$	
Div 23	HVAC	D22	\$	
Div 26.1	Electrical	D41	\$	
Div 26.2	Lighting	D42	\$	
Div 27	Communications, Security & Other Elec. Systems	D43	\$	
Div 28.1	Electrical safety & Security	D43	\$	
Div 28.2	Security		\$	
Div 32	Exterior	B11	\$	
Subtotal	Trade Costs		\$	
Subtotal	General Contractor Fee	15.00%	\$	
Subtotal	Construction Costs		\$	
Subtotal	Architectural & Engineering Fees	0.00%	\$	
Subtotal	Other Lessor Soft Costs***		\$	
Subtotal	Taxes	0.00%	\$	
Subtotal	Lessor's Costs:		\$	
Total	Lessor's Overhead and Profit	5.00%	\$	
	Price to Government:		\$	
	Cost per ABOA SF		\$	
	Cost per RSF		\$	

Notes:

- * Include all subcontractors' costs.
- ** Shell and core work items within tenant space will include those items for a warm lit shell. Please refer to the DEFINITIONS tab in the work book for the breakdown.
- *** Other Lessor Soft Costs: typically project management, mortgage banking fee, counsel, travel, appraisal, permits, etc. Provide separate breakdown within the INPUT PROJECT INFO worksheet.

Handwritten signatures and initials in blue ink, including 'S.E.' and a large signature over the GOVT label.