GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE

LEASE AMENDMENT

LEASE AMENDMENT No. 2

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 approve a change order for tenant improvements (Tis) and approve a lump sum payment for tenant improvements.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective October 1, 2017 as follows:

Lease Amendment (LA) Number 2 is issued to incorporate the security upgrades detailed in the cost proposal and pricing attached as Exhibit 2A, Pages 1-4. The change order costs have been reviewed and approved by the Government as fair and

This Lease Amendment contains 3 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 LE	ss	FOR THE GOVERNMENT
Signature: Name: Title: Entity Name: Date:	Steve Zelener Managing Member Front Properties LLC 10-20-2017.	Signature: Name: Hitida Gonzalez Title: Lease Contracting Officer GSA, Public Buildings Service, Region 10 Date:

WITNESSED FOR THE LESSOR BY:

Signature: Name:

Title:

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reasonable. The Lessor and their contractor(s) shall furnish and install all material, equipment and labor necessary to complete the alterations for the project based on mutually approved plans, budgets, and schedules.

<u>Warranty</u>: The Lessor shall warranty the tenant improvements for one year and shall maintain the tenant improvements in accordance with Lease GS-10B-00073 with Lease Amendment #1, and GSA Form 3517 General Clauses.

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

<u>Site Conditions:</u> The Lessor shall maintain worksite conditions in accordance with Lease requirements and 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 final inspection upon project completion. Upon receipt of the request, an appointed GSA Contracting Officer Representative shall inspect the worksite within 14 calendar days and shall inform the Lessor of acceptance of the tenant improvements or actions required to gain acceptance. The Lessor shall furnish contractor and inspection reports, as-built drawings, permits, and all other applicable deliverables upon written notice of the Government's acceptance of the tenant improvements.

<u>Payment:</u> The total cost for tenant improvements is \$5,500.14 in accordance with Exhibit 2B. 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

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 45 business days of receiving the notice to proceed from the Government. The Lessor shall confirm receipt, in writing, of NTP.

<u>Schedule:</u> The Lessor shall provide a schedule within 7 calendar days from receipt of the executed Lease Amendment. The schedule shall provide delivery details for equipment and materials with lead times that extend beyond seven calendar days.

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Lease Amendment Form 07/12

<u>Change Orders:</u> 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.

LESSOR

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