

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. <u>12</u> <i>vm</i> TO LEASE NO. GS-10B-07287
ADDRESS OF PREMISES: 949 EAST 36 TH AVENUE ANCHORAGE, AK 99508 - 4328	PDN: PS0034481

THIS AMENDMENT is made and entered into between **949 E 36th AVENUE, LLC**.

whose address is: 1304 Southpoint BLVD, Suite 101
Petaluma, CA 94954 - 7464

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 issue the Notice to Proceed (NTP), to order Tenant Improvements (TIs) which exceed the Tenant Improvement Allowance (TIA).

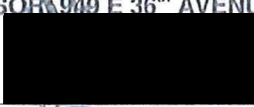
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

Paragraphs 7.03 "Exceeding the Tenant Improvement Allowance/Notice to Proceed with Tenant Improvements", 7.04 "Lump Sum Payment Invoicing Instructions", are hereby added to the Lease.

Continued on next page.


This Lease Amendment contains 2 pages and Exhibit "A" contains 1 page.

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 949 E 36th AVENUE, LLC

 Signature: _____
 Name: John Ziegler
 Title: Member
 Entity Name: 949 E 36th Avenue, LLC
 Date: 4/1/2016

FOR THE GOVERNMENT

 Signature: _____
 Name: Hilda Gonzalez
 Title: Lease Contracting Officer
GSA, Public Buildings Service
 Date: 4/5/16

WITNESSED FOR THE LESSOR BY:

 Signature: _____
 Name: William F. Smith
 Title: Attorney
 Date: 4/1/2016

The following Paragraphs are hereby added to Lease No. GS-10B-07287:

Paragraph 7.03 EXCEEDING THE TENANT IMPROVEMENT ALLOWANCE / NOTICE TO PROCEED WITH TENANT IMPROVEMENTS:

- A. The total Tenant Improvement Allowance (TIA) for this Lease has been established by Lease Paragraph 1.08 in the amount of \$804,877.70 [17,930 ABOA x \$44.89 = \$804,877.70 (TIA)].
- B. The Government has reviewed the Lessor's TI pricing, dated February, 16, 2016, in the total amount of **\$1,192,564.00** and determined it to be fair and reasonable. Said amount includes all costs for labor, all materials, overhead, profit, applicable sales tax, permitting and A/E fees, and interest to complete the work described in Tenant Improvement Cost Summary (TICS) attached hereto as Exhibit "A" (1 page). This amount exceeds the TI Allowance included in the Lease of \$804,877.70 by **\$387,686.30** [\$1,192,564.00 (TI) - \$804,877.70 (TIA) = \$387,686.30 (TI overage)].

The TI overage in the amount of **\$387,686.30** will be paid 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 7.04. The anticipated date of completion of TIs is **September 30, 2016**.

Paragraph 7.04 LUMP SUM PAYMENT INVOICING INSTRUCTIONS:

Upon completion of the space by the Lessor and inspection and acceptance thereof by the Government, the Government shall reimburse the Lessor in a lump sum payment in the amount specified in Paragraph 7.03. Payment shall be made within 30 days after receipt of an invoice and the above stated completion and acceptance requirements.

The original invoice should be sent electronically to www.finance.gsa.gov **AND** must be sent directly to the GSA Finance Office at the following address:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

A copy of the original invoice should be sent via electronic or regular mail to the Lease Contracting Officer at:

Hilda Gonzalez
Lease Contracting Officer
General Services Administration
400 N. 15th St. SW
Auburn, WA 98001
hilda.gonzalez@gsa.gov

A proper invoice must include the following:

- Invoice Date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address and description, price, and quantity of the items delivered
- GSA PDN#: **PS0034481**

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

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

INITIALS:


LESSOR

&


GOV'T