

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 6  TO LEASE NO. GS-10B-07287
ADDRESS OF PREMISES: 949 EAST 36 <sup>TH</sup> AVENUE ANCHORAGE, AK 99508 - 4328	PDN:

**THIS AMENDMENT** is made and entered into between **949 E 36<sup>th</sup> 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 establish the Lease commencement date; memorialize changes to the rent payment schedule; and to issue the Notice to Proceed (NTP) for Change Orders 10 and 11.

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

Paragraph 1.01 - "THE PREMISES"; Paragraph 1.03 - "RENT AND OTHER CONSIDERATION", Subparagraphs A and B; and Paragraph 7.05 "NOTICE TO PROCEED WITH ADDITIONAL TENANT IMPROVEMENTS"; are hereby being deleted in their entirety and replaced in the Lease as follows.

*Continued on next page.*

This Lease Amendment contains 3 pages. Exhibit "6A" contains 7 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: 949 E 36<sup>th</sup> AVENUE, LLC**

Signature: [Redacted]  
 Name: JOHN ZIEGLER  
 Title: MEMBER  
 Entity Name: 949 E 36<sup>th</sup> AVENUE, LLC  
 Date: 8-9-17

**FOR THE GOVERNMENT:**

Signature: [Redacted]  
 Name: JAMES A. COFFEE  
 Title: CONTRACTING OFFICER  
 Date: 8/15/17  
 GSA, Public Buildings Service

**WITNESSED FOR THE LESSOR BY:**

Signature: [Redacted]  
 Name: William S. Snell  
 Title: ATTORNEY  
 Date: 8-9-17

The following Paragraphs to Lease No. GS-10B-07287 are hereby deleted in their entirety and replaced with the following:

**Paragraph 1.01 THE PREMISES:**

The Premises are described as follows:

Lease Commencement, October 19, 2016 – June 30, 2017, the Office and Related Space shall be established at **26,444** rentable square feet (RSF), yielding **23,813** ANSI/BOMA Office Area (ABOA) square feet; based upon a Common Area Factor of **11.05%**, located on the **first and second** floors and known as Suites **100 and 200**, of the Building.

July 1, 2017 – May 4, 2032, upon the completion of the Tenant Improvements (TIs) and the acceptance of the space thereof by the Government, the Office and Related Space shall be established at **23,053** rentable square feet (RSF), yielding **20,768** ANSI/BOMA Office Area (ABOA) square feet; based upon a Common Area Factor of **11.00%**, located on the **first and second** floors and known as Suites **100 and 200**, of the Building. The completion date of the TIs is established as **July 1, 2017**.

**Paragraph 1.03.A and B RENT AND OTHER CONSIDERATION:**

A. The Government shall pay the Lessor annual rental payable monthly in arrears at the following rates:

	<b>10/19/2016 – 06/30/2017<sup>8</sup></b> <b>ANNUAL RENT</b>	<b>07/01/2017<sup>8</sup> – 05/4/2027</b> <b>FIRM TERM</b> <b>ANNUAL RENT</b>	<b>05/05/2027 – 05/4/2032</b> <b>NON-FIRM TERM</b> <b>ANNUAL RENT</b>
SHELL RENTAL RATE	\$923,914.56 <sup>1</sup>	\$613,530.24 <sup>2</sup>	\$767,275.30 <sup>3</sup>
TENANT IMPROVEMENTS RENTAL RATE	\$0.00	\$113,458.59 <sup>7</sup>	\$0.00
OPERATING COSTS	\$0.00 <sup>4</sup>	\$134,816.25 <sup>5</sup>	\$134,816.25 <sup>6</sup>
<b>FULL SERVICE RATE</b>	<b>\$923,914.56<sup>9</sup></b>	<b>\$861,8050.08</b>	<b>\$902,091.55</b>

<sup>1</sup>Shell rent calculation (10/19/2016 – 06/30/2017) based on \$34.9385 per RSF multiplied by 26,444 RSF

<sup>2</sup>Shell rent calculation (Firm Term) based on \$26.6139 per RSF multiplied by 23,053 RSF

<sup>3</sup>Shell rent calculation (Non-Firm Term) based on \$33.28309981 per RSF multiplied by 23,053 RSF

<sup>4</sup>Operating Costs (10/19/2016 – 06/30/2017); there is no division of operating expenses.

<sup>5</sup>Operating Costs calculation (Firm Term) based on \$5.8481 per RSF multiplied by 23,053 RSF

<sup>6</sup>Operating Costs rent calculation (Non-Firm Term) based on \$5.8481 per RSF multiplied by 23,053 RSF

<sup>7</sup>Tenant Improvement Allowance of \$804,877.70, shall be amortized at a rate of 7 percent per annum over 118 months.

<sup>8</sup>Beneficial Occupancy is the substantial completion and space acceptance of Tenant Improvements. The date of substantial completion and acceptance of TIs is established as July 1, 2017.

<sup>9</sup>Full Service Rate (10/19/2016 – 06/30/2017) includes 3% annual increase. There is no division of operating expenses or taxes.

B. Upon execution of this Lease Amendment (LA), the reduction of space and the adjusted rent schedule shall be established as July 1, 2017. The Government accepts the Tenant Improvements (TIs) as complete; and accepts the space as Substantially Complete.

**Paragraph 7.05 TENANT IMPROVEMENTS EXCEEDING THE TENANT IMPROVEMENT ALLOWANCE & CHANGE ORDERS:**

**"TENANT IMPROVEMENTS EXCEEDING THE TENANT IMPROVEMENT ALLOWANCE & CHANGE ORDERS"**

A. In accordance with Lease Amendment No. 3 and Lease Amendment No. 5, the Government issued the Notice to Proceed (NTP) for the completion of change order work as described in Roger Hicel Contracting, Inc. Change Order Proposal No. 30101; providing a credit to the Government in the amount totaling [REDACTED] and Change Order Proposal No. 30102, 30103, 30104, 30105, 30106, 30107, 30108, and 30109 in the amount totaling [REDACTED]

INITIALS:  LESSOR &  GOV'T



- B. This Lease Amendment serves as the Lessor's Notice to Proceed (NTP) for completion of additional change order work as described in Roger Hickel Contracting, Inc. Change Order Proposal No. 30110 and 30111; attached hereto as Exhibit "6A" (7 pages); in the amount totaling [REDACTED].
- C. The Government and the Lessor have agreed that the total cost of the Tenant Improvements including Change Orders 001, 002, 003, 004, 005, 006, 007, 008, 009, 010 and 011 equates to [REDACTED] as detailed below:

TI Pricing/ CO#	Description	Amount	Approval Letter Dated	Exhibit
	Lease Amendment No. 2 issued 4/5/2016; NTP with Tenant Improvements.	[REDACTED]	N/A	N/A
CO #1.0	Roger Hickel Change Order Proposal No. 30101. Reference Lease Amendment No. 3 executed 6/9/2016.	[REDACTED]	N/A	N/A
CO #2.0. REV. 2	Roger Hickel Change Order Proposal No. 30102 REV 2. After hours work and added General Conditions \$48,750 + \$86,219.	[REDACTED]	N/A	5A
CO #3.0	Roger Hickel Change Order Proposal No. 30103. Change flooring material.	[REDACTED]	N/A	5A
CO #4.0	Roger Hickel Change Order Proposal No. 30104. Delay for delayed work - 4th of July Weekend.	[REDACTED]	N/A	5A
CO #5.0	Roger Hickel Change Order Proposal No. 30105. Costs associated with RFIs 2, 3 and 4.	[REDACTED]	N/A	5A
CO #6.0	Roger Hickel Change Order Proposal No. 30106. Change to project start / finish date.	[REDACTED]	N/A	5A
CO #7.0	Roger Hickel Change Order Proposal No. 30107. Cost to furnish and install new wall mount motion sensor at the 1 <sup>st</sup> FL TAC entry.	[REDACTED]	N/A	5A
CO #8.0	Roger Hickel Change Order Proposal No. 30108. Change door frame and hardware at opening 102A and jamb rework.	[REDACTED]	N/A	5A
CO #9.0 REV. 1	Roger Hickel Change Order Proposal No. 30109 REV 1. Cost associated with 1 <sup>st</sup> Floor Cash Counting, Conference, Storage and NTEU.	[REDACTED]	N/A	5A
CO #10.0	Roger Hickel Change Order Proposal No. 30110 Replace 1st Floor Broken Security Panel	[REDACTED]	N/A	6A
CO #11.0	Roger Hickel Change Order Proposal No. 30111 Security Camera, Blue Strobe Covers, Exit Signs & Furniture Whips	[REDACTED]	N/A	6A
<b>TOTAL TENANT IMPROVEMENTS</b>		[REDACTED]		

- D. The Government hereby orders Tenant Improvements in excess of the Tenant Improvement Allowance, TI Overage. The approved prices for the TI Overage includes all costs for labor, all material, overhead, profit, applicable sales tax, permitting and A/E fees, and interest to complete the work. The total costs for change orders exceeds the TIA included in the Lease and will be paid via lump sum upon completion of the work by the Lessor and inspection and acceptance of space by the Government per the invoicing instructions in accordance with Lease Amendment No. 2, Paragraph 7.04.

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

INITIALS:  LESSOR &  GOV'T