

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 7

TO LEASE NO. GS-10B-07213 BLDG NO. AK3481ZZ

ADDRESS OF PREMISES

The Freight Shed, 161 E 1st Avenue, Anchorage, AK 99501

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

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.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said lease is amended, effective November 26, 2012, as follows:

Lease Amendment (LA) Number 7 is issued to incorporate the following three projects:

Urgent Data Drops -- Details of the cost proposal, statement of work and pricing information are attached as Project 1, Exhibit A, Scope of Work, Pages 1-3, and Project 1, Exhibit B, Lessor's Proposal, Pages 5.

Door Closures. Details of the cost proposal, statement of work and pricing information are attached as Project 2, Exhibit A, Scope of Work, Pages 1, and Project 2, Exhibit B, Lessor's Proposal, Pages 1.

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

Warranty: The Lessor shall warranty the tenant improvements for one year and shall maintain the tenant improvements in accordance with Standard Form 2 GS-10B-06448 with Lease Amendments 1 through 6, 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.

Site Conditions: The Lessor shall maintain worksite conditions in accordance with Lease Amendment Number 7 and standard OSHA requirements. The Lessor shall prevent injuries to individuals conducting business in and adjacent to the work area.

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IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: James W. Kubitz
Name: James W. Kubitz
Title: Vice President, Real Estate & Facilities
Entity Name: Alaska Railroad Corp.
Date: 12/3/2012

FOR THE GOVERNMENT:

Signature: Andrew J. Mohl
Name: ANDREW J. MOHL
Title: Lease Contracting Officer
Entity Name: GSA, Public Building Service
Date: DEC 6 2012

WITNESSED FOR THE LESSOR BY:

Signature: [Signature]
Name: Paul Jamescoat

Title: Director Fac
Date: 12/3

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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, permits, and all other applicable deliverables upon written notice of the Government's acceptance of the tenant improvements.

Payment: The total cost for tenant improvements is [REDACTED] in accordance with all Exhibit Bs "Lessors Proposals." 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: The Freight Shed, 161 E. 1st Avenue, Anchorage, AK 99501
- Payment reference number: PS0025128
- Lessor name and address as shown on the lease: Alaska Railroad Corporation, 327 W Ship Creek Avenue, Anchorage, AK 99501
- Itemization of the products or services provided

The Lessor *must* submit invoice documents electronically at www.finance.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
GSA Greater Southwest Finance Center
Attn: PBS Payments Branch (BCFA)
P.O. Box 17181
Fort Worth, TX 76102

Copies
GSA/PBS/NSC
Attn: Theresa M Hudgins, LAM
222 West 7th Avenue, #5, Room 151
Anchorage, AK 99513

Notice to Proceed: Upon execution by the Government, this Lease Amendment serves as a Notice to Proceed. The Lessor shall complete the alterations within 30 calendar days of receiving the notice to proceed from the Government. The Lessor shall confirm receipt, in writing, of NTP.

Schedule: The Lessor shall provide a schedule within 5 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.

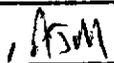
Change Orders: The Lessor shall only act upon change orders approved by a GSA Contracting Officer and shall seek guidance from a GSA Contracting Officer in the event of any schedule, quality, or scope change.

Use of the GSA Form 276, Supplemental Lease Agreement has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment".

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



Lessor



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