

LEASE AMENDMENT

| | | | |
|--------------------------------------------------------------------------------|------------------------------|---------------------|-------------------------|
| LEASE AMENDMENT NO. 3 | TO LEASE NO. GS-10B-07213 | DATE JUN 28 2012 | PAGE 1 of 2 |
| ADDRESS OF PREMISES 161 E. 1 st Avenue, Anchorage, AK 99501-1639 | | | BUILDING NO.: AK3481 |

THIS AGREEMENT, made and entered into this date by and between ALASKA RAILROAD CORPORATION

whose address is 327 W SHIP CREEK AVENUE
ANCHORAGE, AK 99501-1671

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 amounts which exceed the tenant improvement allowance

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective May 30, 2012, as follows:

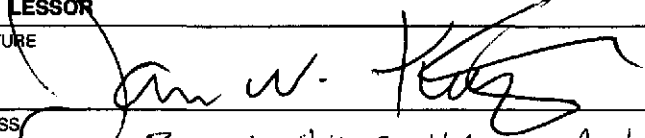
- I. In a separate document (SLA#2 dated April 26, 2012) the Government approved a total of \$183,812.66 in a lump sum payment to the Lessor for Tenant Improvements above the Tenant Improvement Allowance. Pursuant to Change Order Request No. 001 from the Lessor, dated May 2 2012, in the amount of [REDACTED] and Change Order Request No. 002 from the Lessor, dated May 4, 2011, in the amount of \$0.00 (no charge), GSA hereby orders additional TIs in the amount of [REDACTED], for additional 1) power and data in conference rooms 101, 112 & 152 and 2) dedicated circuit for copier located in AFSL space in open area approximately adjacent to room 165. This amount includes all costs for labor, material, fees, overhead, profit, and any other costs required to complete the work.
- II. The Government shall reimburse the Lessor for Change Order Requests No. 001 and 002 in a lump sum payment in the total amount of [REDACTED], upon receipt of an original invoice AND after completion, inspection, and acceptance of the space by the Contracting Officer.


Payment shall be made within 30 business days after receipt of an invoice.

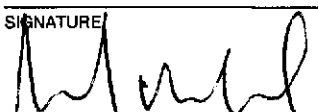
The original invoice must be submitted electronically to www.finance.gsa.gov with a courtesy copy to the Contracting Officer at the GSA Finance Office at the following address:

Continued on Page 2

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

| | |
|--------------------------------------------------------------------------------------------------|------------------------------------|
| LESSOR | |
| SIGNATURE  | NAME OF SIGNER James W. Kubitze |
| ADDRESS 327 W Ship Creek Avenue, Anchorage, AK 99501 | |

| | |
|--------------------------------------------------------------------------------------------------|------------------------------------|
| IN PRESENCE OF | |
| SIGNATURE  | NAME OF SIGNER Paul FARRISWORTH |
| ADDRESS 327 W. Ship Creek Avenue, Anchorage, AK 99501 | |

| | |
|-------------------------------------------------------------------------------------------------|--------------------------------------------------------|
| UNITED STATES OF AMERICA | |
| SIGNATURE  | NAME OF SIGNER ANDREW J. MOHL |
| | OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER |

Invoice Address:

General Services Administration
PBS Payment Branch (BCFA)
P.O. Box 17181
Fort Worth, TX 76102-0181

Courtesy Copy Address:

General Services Administration
Attn: C/O Andrew Mohl
400 15th Street SW 10PCS
Auburn, WA 98001

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- GSA PDN # PS0023300

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

- III. The Scope of Work and bid document provided by Lessor as well as related correspondence for Change Order Request No 001, which formed the basis for the additional tenant improvement costs and the request for Change Order Request No 002, are hereby incorporated into the lease as Exhibit A (5 pages).

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

INITIALS: JK LESSOR ASM GOV'T