

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 2	TO LEASE NO. GS-10B-07249	DATE MAY 12 2011	PAGE 1 of 2
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ADDRESS OF PREMISES

Alaska Pacific University, Glenn Olds Hall, 4210 University Drive, Anchorage, AK 99508-4650

BLDG No:AK3466

THIS AGREEMENT, made and entered into this date by and between **Alaska Pacific University DBA Dr. Glenn Olds Hall**

whose address is 4101 Univeristy Drive #40
Anchorage, AK 99508-4652

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 adjust the total cost of tenant improvements in lease contract and order tenant improvements which exceed the tenant improvement allowance. To accomplish this, Paragraph 8 is deleted in its entirety and replaced with the revised Paragraph 8 below and tenant improvements are ordered in accordance with the following;

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective February 15, 2011, as follows:

Paragraph 8.

In accordance with the SFO Paragraphs 3.2 entitled Tenant Improvements Included in Offer and 3.3 Tenant Improvement Rental Adjustment:
A. Based on the requirements of the SFO, the total TI costs of \$1,295,125.38 have been determined fair and reasonable.

B. Tenant Improvements in the total amount of \$889,125.38 shall be amortized through the rent for 16 years at the rate of 7.8%. The total annual cost of Tenant Improvements for the amortization period shall be \$97,436.49.

C. Since the total TI costs exceed the Tenant Improvement Allowance, the TI cost balance of \$406,000.00 shall be ordered via Supplemental Lease Agreement.

D. This lease contract represents the Lessor's Notice To Proceed (NTP) in the amount of amortized TI listed above in Paragraph 8.B.

E. The Government has the option to buy down the TI by an additional \$200,000.00 within 120 days from execution of this lease, to be ordered by Supplemental Lease Agreement. If the Government elects to buy down the TI, the annual rent shall be reduced by \$18,864.00

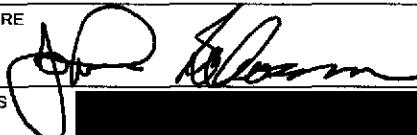
F. The Lessor shall have three-hundred eighty (380) working days from the execution of this contract to complete the build-out of the entire space. All items specified in this Lease Agreement, delineated on the Government's approved Design Intent Drawings ("Exhibit A"), and specified in the [REDACTED] Space Requirements, dated December 17, 2010, shall be provided by the Lessor.

I. In lease GS-10B-07249 dated February 1, 2011, the Government issued a Notice to Proceed for Tenant Improvements in the amount of \$889,125.38. The total costs for tenant improvements are \$1,295,125.38. The Government hereby orders the balance of \$406,000.00.

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

LESSOR

SIGNATURE 	NAME OF SIGNER AGENT FOR APU JOHN SCHWAMM
ADDRESS [REDACTED]	

IN PRESENCE OF

SIGNATURE 	NAME OF SIGNER Linda E. Schwamm
ADDRESS [REDACTED]	

UNITED STATES OF AMERICA

SIGNATURE 	NAME OF SIGNER ANDREW J. MOHL
	OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER

- II. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the total amount of \$406,000.00, upon receipt of an original invoice by the Contracting Officer.

The invoice should be submitted electronically to (www.finance.gsa.gov) or sent to the addresses below.

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

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
Attn: Andrew Mohl
400 15th St SW
Auburn, WA 98001-6599

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 # as follows:
 - o PS0019709 in the amount of \$406,000.00



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

- III. The Government-approved design intent drawings which formed the basis for the tenant improvement costs have previously been incorporated into the lease as Exhibit A.

- IV. The Lessor hereby waives restoration as a result of all improvements.

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

INITIALS:

 & 
LESSOR GOVT