

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 6

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

ADDRESS OF PREMISES

161 E. 1st Avenue, Anchorage, AK 99501-1639

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

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said lease is amended, effective June 5th, 2012, as follows:

Lease Amendment (LA) Number 6 has been prepared to forego [REDACTED] of the broker commission credit in order to settle any and all claims related to the post award, pre-occupancy phase of the lease, and the resulting tenant build-out of the facility. To accomplish this paragraph 17 of the lease is deleted and replaced with the following similarly numbered paragraph:

Paragraph 17: Adjusted monthly rent payments (application of commission credit):

The commission credit shall be applied against the shell rental payments over the minimum number of months that will not exceed the monthly shell rental per SFO subparagraph 2.4 B. The monthly rent is \$75,505.53. The monthly shell rent is \$49,029.38. The commission credit is [REDACTED] and is calculated as follows:

Commission Years 1 – 5:
Commission Years 6 – 8:
TOTAL COMMISSION:

[REDACTED] x 5 years x [REDACTED] (4) = [REDACTED]
[REDACTED] x 3 years x 2.0% = [REDACTED]

GSA Commission Credit:
Studley/LaBonde Land Inc. Commission:

[REDACTED] [REDACTED] [REDACTED]

The Government has elected to forego [REDACTED] in commission credit in order to settle claims, reducing the total credit to [REDACTED]. The monthly rent payments adjusted for the commission credit are as follows:

Rent Period	Scheduled Monthly Rent	Scheduled Mo. Shell Rent	Commission Credit	Commission Credit Remaining	Adjusted Monthly Rent Payment
6/5/12 – 7/4/12	\$75,505.53	\$49,029.38	[REDACTED]	\$0	[REDACTED]
7/5/12 – 8/4/12	\$75,505.53	\$49,029.38	\$0	\$0	\$75,505.53

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

FOR THE LESSOR:

Signature: James W. Kubit
Name: James W. Kubit
Title: V.P. Real Estate + Facilities
Entity Name: Alaska Railroad Corp.
Date: 8/31/2012

FOR THE GOVERNMENT:

Signature: Terria Heinlein
Name: Terria Heinlein
Title: Lease Contracting Officer
Entity Name: GSA, Public Building Service
Date: 9/11/12

WITNESSED FOR THE LESSOR BY:

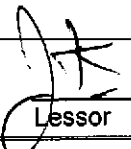
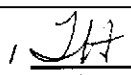
Signature: William R. Huppich
Name: William R. Huppich

Title: VP + General Counsel
Date: 8/31/12

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

Additionally, upon payment of the settlement amount of [REDACTED] by the Government, Alaska Railroad Corporation shall be deemed to have released the Government, as of the date of such payment, of and from any and all claims, demands for relief, remedies, or equitable adjustments, known and unknown, of any nature or description whatsoever, legal or equitable, which relate directly or indirectly to Contract No. GS-10B-07213 from the period of November 30, 2010 to June 5, 2012 including any claim for payment of interest or attorney's fees under the Equal Access To Justice Act, 5 U.S.C. § 504, and all other costs.

 
Lessor Gov't