

LEASE AMENDMENT # 1
RE: PARKING SPACE DISPUTE

SIGNED 9/12/2006

**LEASE AMENDMENT NO. 1**

THIS LEASE AMENDMENT, made and entered into on the date the Legislative Affairs Agency Executive Director or her designee signs the lease amendment, is by and between 716 WEST FOURTH AVENUE, LLC, an Alaska limited liability company, whose address is P.O. Box 241826, Anchorage, Alaska 99524, hereinafter referred to as "Lessor," and the LEGISLATIVE AFFAIRS AGENCY, whose address is State Capitol, Room 3, Juneau, Alaska 99801-1182, hereinafter referred to as "Lessee", hereby amends the lease dated April 6, 2004, recorded in Book 2004-024411-O, Pages 1 – 18, Anchorage Recording District, Third Judicial District, State of Alaska,

WITNESSETH

WHEREAS, Lessor is leasing to Lessee the following described premises, hereinafter "premises",

Approximately 22,834 square feet of office space, which consists of all net usable office space on the second through sixth floors and approximately 811 square feet of storage space in the basement, at the building located at 716 West 4th Avenue in Anchorage, Alaska at Lot 3A, Block 40, of the Original Townsite of Anchorage, according to the official plat thereof, Third Judicial District, State of Alaska;

WHEREAS, there has been a dispute between Lessee and Lessor as to the size and number of the reserved parking spaces provided to Lessee under the Lease;

WHEREAS, during the dispute described in the previous whereas clause, Lessee has rented additional parking spaces from another person and deducted the rental amount for these spaces from the rent paid by Lessee under this Lease; and

WHEREAS, this Lease Amendment represents a settlement of the dispute described in the previous two whereas clauses.

NOW, THEREFORE, LESSOR AND LESSEE AMEND THE LEASE AS FOLLOWS:

1. Section 1, "Rental Property and Rental Rate," of the Lease is amended by amending the phrase, "and Ninety-Eight (98) reserved off-street parking places," to now read "and Eighty-Six (86) reserved off-street parking places,"

2. Beginning on June 1, 2006, the monthly rental rate will be decreased by \$1,000.00 each month to reflect the reduced number of parking spaces that the Lessor will be providing to the Lessee.
3. The Lessor will permit the Lessee's security guard to occupy space in the first floor lobby common area space across from the elevators at no additional cost to the Lessee until the first floor lobby common area space is needed by the Lessor to fulfill space requirements of other tenants in the building.
4. Section 15, "Parking Requirements," of the Lease is deleted and replaced with the following section:

15. **PARKING REQUIREMENTS:** The Lessor shall ensure the requirements of this section 15 are met.

- A. Lessor will provide at no additional cost to the Lessee 86 off-street parking spaces in the upper and lower parking lots adjacent to the west side of the 716 West 4th Avenue building for the use of the Lessee and Lessee's invitees to the building. These 86 spaces must be available to Lessee and Lessee's invitees 24 hours a day 7 days a week.
- B. Each parking space provided under A. of this sec. 15 shall be marked "Reserved" to identify the private parking nature of the space. The current striping of each parking space located in the upper and lower parking lots adjacent to the west side of the 716 West 4th Avenue building will remain in effect for the duration of the lease. In this subsection B, "current" means in existence on the date this lease amendment is entered into.
- C. Parking spaces provided under A. of this sec. 15 must be of sufficient size to allow proper and easy parking and must have a hard and well-drained surface. Each parking space must be marked to provide for proper parking. All parking locations must be well lit and have good accessibility in and out of the parking area.

5. Notwithstanding any other provision in the Lease, Lessor waives any and all claims that Lessor may have or allege against the Lessee for or arising out of the Lessee's withholding of rent from the Lessor during the dispute between the Lessor and the Lessee over the size and number of the reserved parking spaces provided by Lessor under the Lease.

6. **AUTHORIZATION; CERTIFICATION:**

Execution of this lease amendment was authorized by a majority of the members of the Alaska Legislative Council at a meeting on May 22, 2006.

Execution of this lease amendment by the Legislative Affairs Agency Executive Director or her designee hereby constitutes a certification that funds are available in an



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appropriation to pay for Lessee's monetary obligations under the Lease through June 30, 2006. Availability of funds to pay for Lessee's monetary obligations under the Lease after June 30, 2006, is contingent upon the appropriation of funds for the particular fiscal year involved. In addition to any other right of the Lessee under this Lease to terminate the Lease, if, in the judgment of the Legislative Affairs Agency Executive Director, sufficient funds are not appropriated, the Lease will be terminated by the Lessee or amended. To terminate under this section, the Lessee shall provide notice of the termination to the Lessor.

7. All other provisions of the Lease will remain the same.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this lease amendment and renewal on the day, month, and year indicated below.

LESSOR:

716 WEST FOURTH AVENUE, LLC

 8/23/06

Robert B. Acree Date
Member
Tax Identification No.: 03-0443569
Business License No.: 423463

LESSEE:

STATE OF ALASKA
LEGISLATIVE AFFAIRS AGENCY



Representative Pete Kott
Chair
Alaska Legislative Council 9-11-06
Procurement Officer Date

CERTIFYING AUTHORITY

 9/12/06

Pamela A. Varni Date
Executive Director
Legislative Affairs Agency

APPROVED AS TO FORM:

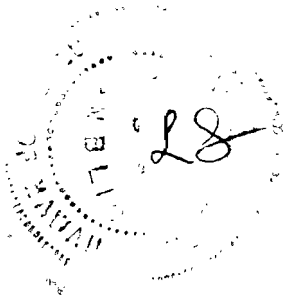
 6-14-2006
Legal Counsel Date



STATE OF ~~ALASKA~~ ^{Hawaii})
COUNTY OF ~~HAWAII~~) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 23rd day of August, 2006, before me the undersigned Notary Public in and for the State of ~~Alaska~~ ^{Hawaii}, duly commissioned and sworn as such, personally appeared ROBERT B. ACREE, known to me and to me known to be the individual named in and who executed the above and foregoing lease amendment on behalf of 716 WEST FOURTH AVENUE, LLC, and who acknowledged to me that he had full power and authority to, and did execute the above and foregoing lease amendment as his free and voluntary act and deed of said company, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day, month and year first above written.



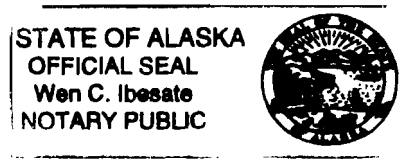
[Signature]
Notary Public in and for ~~Alaska~~ ^{Hawaii}
My commission expires: _____



STATE OF ALASKA)
FIRST JUDICIAL DISTRICT) ss.
)

THIS IS TO CERTIFY that on the 11th day of September 2006, before me, the undersigned Notary Public in and for Alaska, duly commissioned and sworn as such, personally appeared REPRESENTATIVE PETE KOTT, known to me and to me known to be the individual named in and who executed the above and foregoing lease amendment and renewal as the CHAIR OF THE ALASKA LEGISLATIVE COUNCIL, and he acknowledged to me that he executed the foregoing instrument as the free and voluntary act and deed of his principal for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day, month and year first above written.



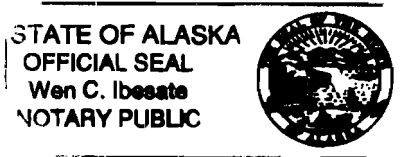
Wen C. Ibesate
Notary Public in and for Alaska
My commission expires: 9/3/07



STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 12th day of September 2006, before me, the undersigned Notary Public in and for Alaska, duly commissioned and sworn as such, personally appeared PAMELA A. VARNI, known to me and to me known to be the individual named in and who executed the above and foregoing lease amendment as the EXECUTIVE DIRECTOR of the STATE OF ALASKA LEGISLATIVE AFFAIRS AGENCY, and she acknowledged to me that she executed the foregoing instrument as the free and voluntary act and deed of her principal for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day, month and year first above written.



Wen C. Ibesate
Notary Public in and for Alaska
My commission expires: 9/3/07

FOR RECORDING DISTRICT OFFICE USE ONLY:
No Charge - State Business

After recording return to:
Jan Price, Supply Officer
Legislative Affairs Agency
State Capitol
Juneau, AK 99801-1182



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