

Executive Director, sufficient funds are not appropriated in an amount adequate to pay the then annual lease payments and expenses, the Lease will be terminated by the Lessee as of the date appropriated funds are exhausted, or will be amended by mutual agreement of the Parties. To terminate under this section, the Lessee shall provide not less than 90 days advance written notice of the termination to the Lessor.

**Sec. 2 of the Lease is amended to read as follows:**

2. **ADA COMPLIANCE:** On the date of final acceptance and occupancy and throughout the entire occupancy of the Lease, the Lessor shall ensure that the Premises, and any improvements or alterations to the Premises, and all accessible routes shall meet the specifications of the ADA Accessibility Guidelines (ADAAG) for Public Buildings and Facilities per Title II of the Americans with Disabilities Act (ADA), as currently written and as they may be subsequently amended (hereafter referred to as ADA compliance).

Under the previous paragraph, the Premises, and any improvements or alterations to the Premises, and all accessible routes, must meet the ADA compliance requirements as they apply to a public entity.

The Lessee's acceptance of the Premises or of any improvements or alterations to the Premises, or any inspection of the Premises by the Lessee, do not relieve the Lessor of its responsibility for ADA compliance.

If these provisions on ADA compliance conflict with another provision in the Lease, the provisions of this section shall govern.

Prior to the date of final acceptance and occupancy, the Lessor, at its own expense, must furnish the Lessee with an ADA Facility Audit Report prepared by an architect registered to practice in the State of Alaska certifying that the Premises comply with all requirements of the current version of the ADA and this section.

**Sec. 3 of the Lease is amended to read as follows:**

3. **RENOVATION AND DELIVERY OF PREMISES:** The Lessor agrees to renovate the Premises consistent with the specifications as set forth in provisions of Exhibit "A", on the schedule, as set forth in Exhibit "B", and in accordance with applicable law.

Exhibit "A" ~~and Exhibit "B"~~ describes all terms and conditions of the renovations to be completed by the Lessor and incorporate the drawings, schematics, deliverables, and ~~schedule of work for the same.~~ Exhibit "B" sets forth the milestones for the renovation of the Premises as well as the final completion date. Exhibit B-1 sets for the schedule for the interim occupancy during the renovation period.

The Lessee shall pay up to \$7,500,000 in direct reimbursement payments to Lessor toward the cost of that portion of the renovation work that represents the tenant improvements to the Premises. All invoices submitted to Lessee by Lessor must be accompanied by appropriate documentation and in addition, and must be approved by

c. extraordinary maintenance requests per Section 4 (a) 5; the Lessor shall commence work within ninety (90) days and shall diligently pursue the work to completion.

“reasonably required” per Section 4 (a) 5, Section 9, and Section 12 – is defined as the time the carpeting or other floor coverings, paint, or casework is no longer in good condition or repair and in the Lessee’s opinion is in need of repair or replacement.

**50. INCORPORATION:**

The following documents are incorporated by reference and form a material part of this into this Extension of Lease and Lease Amendment No. 3:

Exhibit “A” – LIO Approval Plans (plans, drawings, technical specifications).

Exhibit “B” – ~~Project Schedule Terms and conditions of Renovation project process, deliverables, and schedule.~~

~~Attachment to Exhibit “B” –~~

~~Exhibit B-1 Interim Occupancy Schedule~~

*Procurement officer*

Exhibit “C” – ~~to be provided by Mr. Gardner~~ – Written determination by the ~~Legislative Affairs Agency~~ regarding the procurement process leading to this Extension of Lease and Lease Amendment No. 3.

Exhibit “D” – ~~to be provided by Mr. Gardner~~ – Executive Director’s Cost Saving Calculation and Report to the Legislative Budget and Audit Committee AS 36.30.083(b).

*per*

**51. AGREEMENT IN ITS ENTIRETY:**

This Extension of Lease and Lease Amendment No. 3 represents the entire understanding between the parties. No prior oral or written understandings shall have any force or effect with respect to any matter covered in this Lease or in interpreting this Lease. This Lease shall only be modified or amended in writing.

**IN WITNESS WHEREOF**, the Lessor and Lessee have executed this Lease on the day, month, and year indicated below.

LESSOR:  
716 WEST FOURTH AVENUE, LLC

LESSEE:  
STATE OF ALASKA  
LEGISLATIVE AFFAIRS AGENCY

\_\_\_\_\_  
Mark E. Pfeffer Date  
Managing Member  
Tax Identification No.:  
Business License No.: 423463

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Representative Mike Hawker Date  
Chair  
Alaska Legislative Council  
Procurement Officer