

LEASE AMENDMENT #2  
AND RENEWAL #1 (2009-2010)

SIGNED 3/11/2009

**AMENDMENT NO. 2 AND RENEWAL OF LEASE**

LEASE AMOUNT FOR FIRST YEAR OF RENEWAL: \$637,137.72  
(excluding CPI-U adjustment amount)

**THIS AMENDMENT AND RENEWAL OF LEASE**, made and entered into on the date the Legislative Affairs Agency Executive Director or her designee signs the Lease, 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 and renews the lease dated April 6, 2004, recorded in Book 2004-024411-0, Anchorage Recording District, Third Judicial District, State of Alaska, and amended September 12, 2006.

**WITNESSETH**

**WHEREAS**, the Lessor is currently leasing to the Lessee the following described premises, hereinafter "premises," described as follows:

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 4<sup>th</sup> 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,

and Eighty-Six (86) reserved off-street parking places.

**NOW, THEREFORE, LESSOR AND LESSEE, AGREE AS FOLLOWS:**

1. That the Lease is renewed for a term of one (1) year beginning June 1, 2009, and terminating at 11:59 p.m. on May 31, 2010, with the Lessee having four (4) remaining one (1) year renewal options to be exercised by giving notice in writing to Lessor at the Lessor's above address at least thirty (30) days before the expiration of each term.
2. The monthly rental rate for this renewal term is Fifty-Three Thousand, Ninety Four, and 81/100 dollars (\$53,094.81). The rent will be adjusted the first of July in 2009 to reflect changes in the Lessor's variable costs. The adjustment will be based on the percentage of change, between 2003 and the calendar year before the calendar year of the adjustment, in the U.S. Department of Labor Consumer Price Index for All Urban

Consumers, Anchorage Area (CPI-U). The Annual Adjusted Monthly Rental Rate will be computed as follows:

PERCENTAGE OF CHANGE IN CPI-U

(Annual average CPI-U for the calendar year preceding the year of adjustment) -  
(Annual average CPI-U for the calendar year 2003 (162.50) = x

$$X / 162.50\% = y\%$$

ADJUSTED MONTHLY RENTAL RATE

[(35% x Base Monthly Rental Rate) x % of change in CPI-U] + Base Monthly Rental Rate = Adjusted Monthly Rental Rate.

[(35% x Base Monthly Rental Rate) x y%] + Base Monthly Rental Rate = Adjusted Monthly Rental Rate.

2. Section 39, "Assignment or Transfer", of the Lease is amended to read:

39. **ASSIGNMENT OR TRANSFER:**

Assignment or other transfer of this Lease is subject to Section 160 of the Procurement Procedures of the Alaska State Legislature. The Lessee's interest in this Lease may not be assigned without Lessor's prior written consent and Lessor's consent will not be unreasonable withheld.

The Lessor consents to the Lessee's assignment to the Anchorage Community Development Authority (ACDA), an instrument of the Municipality of Anchorage, of a limited right to manage the Fifty-Two (52) parking spaces of the upper parking lot for off hours public parking based on the following terms:

- (1) Legislative Affairs Agency (LAA) will assign to ACDA the limited right to manage the Fifty-Two (52) parking spaces of the upper parking lot located at 716 West Fourth Avenue for off hours public parking at the following times:
  1. Twenty-four hours per day on weekends; and
  2. On weekdays, between the hours of 5:30 p.m. through 7:00 a.m.

However, upon prior written notice from LAA, ACDA will suspend public parking during these off-hour periods should LAA need these parking spaces for special events, such as legislative hearings.



2 of 6

2009-017284-0

- (2) At all times Thirty-Four (34) parking spaces on the lower level of the parking lot located at 716 West Fourth Avenue will be reserved for exclusive use of LAA.
  - (3) At all times during which ACDA has the right to manage the parking on the upper level parking portion of the property for public parking, ACDA will maintain supervision of the property and all responsibility associated with it including, but not limited to, snow and ice removal. ACDA may provide for public parking upon such terms and conditions as it considers appropriate, in its sole judgement, including the use of signage, on-site or off-site patrons' security measures, and collection of any and all fees.
  - (4) 716 West Fourth Avenue, LLC, will pay ACDA the costs it currently pays for maintaining the parking lots in a safe condition and good state of general repair including, but not limited to, snow and ice removal, at all times.
  - (5) ACDA will select and install all revenue control equipment for the public parking spaces. The first \$25,000 in parking revenue shall be retained by ACDA to cover purchase of the revenue control equipment and for operations and maintenance costs.
  - (6) Any parking revenue received by ACDA from operations above \$25,000 shall be split equally between LAA and ACDA.
  - (7) ACDA shall provide enforcement for both the upper and lower levels of parking lots located at 716 West Fourth Avenue 24 hours per day / 7 days per week.
  - (8) ACDA shall not issue citations to or remove any vehicles that park on the upper and lower levels of parking lots located at 716 West Fourth Avenue if the vehicles are displaying an LIO or LAA approved legislative parking sticker.
  - (9) ACDA will hold LAA and 716 West Fourth Avenue, LLC harmless to the full extent provided by the law with respect to any claims arising out of the use of the parking areas during any period which ACDA has the right to manage and operate under this Agreement.
3. **AUTHORIZATION; CERTIFICATION:** Execution of this Lease Amendment and Renewal was authorized by a majority of the members of the Alaska Legislative Council at a meeting on January 27, 2009.



3 of 6

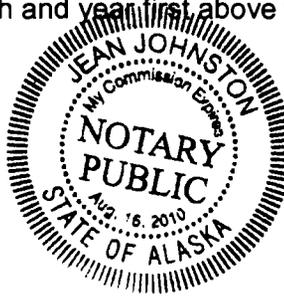
2009-017284-0



STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 25<sup>th</sup> day of February, 2009, before me the undersigned Notary Public in and for the State of Alaska, 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 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 on behalf of and as the 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.

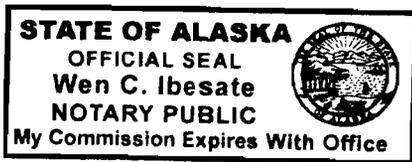


Jean Johnston  
Notary Public in and for Alaska  
My commission expires: 8/16/10

STATE OF ALASKA )  
 ) ss.  
FIRST JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on the 3<sup>rd</sup> day of March, 2009, before me, the undersigned Notary Public in and for Alaska, duly commissioned and sworn as such, personally appeared Representative John Harris, known to me and to me known to be the individual named in and who executed the above and foregoing Lease 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: "with office"



5 of 6  
2009-017284-0

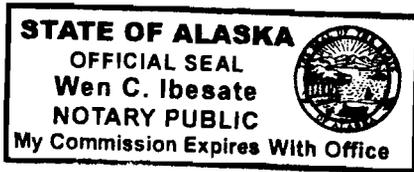
STATE OF ALASKA

)  
) ss.  
)

FIRST JUDICIAL DISTRICT

THIS IS TO CERTIFY that on the 11<sup>th</sup> day of March, 2009, 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 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: "With Office"

**FOR RECORDING DISTRICT OFFICE USE ONLY:**

No Charge - State Business

After recording return to:  
Tina Strong, Supply Officer  
Legislative Affairs Agency  
State Capitol, Rm 3  
Juneau, AK 99801-1182



6 of 6  
2009-017284-0