

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NO. 2
	TO LEASE NO. GS-08P-14840 DATE

ADDRESS OF PREMISES
3770 Puritan Way
Frederick, CO 80516-9463

THIS AGREEMENT, made and entered into this date by and between
whose address is Ferrous Development LLC, Unit B
3770 Puritan Way
Frederick, CO 80516-9463

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease in order to complete all Tenant improvements needed for the tenant agency.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective March 9, 2015, as follows:

Section 4, Paragraph 4.01 of the Lease, shall have the following paragraph added as follows:

"This Lease Amendment No. 2 is issued pursuant to paragraph 30 of the Changes Clause (Form 3517B): The Lessor hereby agrees to provide all labor, materials, supervision and permits necessary to complete, all construction as outlined in the attached TICS Schedule dated March 5, 2015 in an amount not to exceed \$1,324,100.82 for the construction of tenant improvements as stated on the price proposal from D.L. Pilkington Construction Company. Of this not to exceed amount, \$254,627.00 will be amortized in the rent as tenant improvements and an additional \$7,140 will be amortized in the rent as Building Specific Amortized Capital (BSAC). The remaining \$1,062,333.82 will be reimbursed upon completion and acceptance of the project by the Government and upon receipt of an acceptable itemized invoice from the Lessor. Upon completion of said work, as it progresses and to the satisfaction of the Contracting Officer and the GSA Project Manager, the Government shall pay appropriate progress payments to the Lessor against the total not to exceed amount of \$1,062,333.82. The Government will issue a separate Notice to proceed for the cost of improvements not included in the amount stated above.

Payment shall be forwarded to: **Ferrous Development LLC**
3770 Puritan Way
Frederick, CO 80516-9463

The Vendor receiving payment shall issue the invoice. Additionally the invoice shall include a unique invoice number and cite the following PDN number **PS0031330** (Invoices submitted without the PDN are immediately returned to the Vendor.) Invoices shall be submitted to the Greater Southwestern Finance Center (with a copy to the Contracting Officer) electronically on the Finance Website at www.finance.gsa.gov. Vendors who are unable to process the invoices electronically may mail the invoice to the following address: GSA, Greater Southwest Finance Center (7BCP), P.O. Box 17181, Fort Worth, Texas 76102."

Section 4 Paragraph 4.01, paragraph H, shall be deleted in its entirety and replaced with the following:

"H. Construction of Tis and completion of other required construction work: The Lessor shall complete all work required to prepare the Premises as required in this Lease ready for use not later than One Hundred Twenty (120) working days following issuance of the NTP.

All other terms and conditions of the Lease shall remain in force and effect. IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

<p>FOR THE LESSOR Ferrous Development LLC Signature: _____ Name: <u>Lois Pilkington</u> Title: <u>Member</u> Entity Name: <u>Ferrous Development LLC</u> Date: <u>3/25/15</u></p>	<p>FOR THE GOVERNMENT Signature: _____ Name: <u>BRISMA WILSON</u> Title: <u>Lease Contracting Officer</u> <u>GSA, Public Buildings Service</u> Date: <u>3/26/15</u></p>
--	--

WITNESS

Signature:

Name: Richard Pelletier

Title: PM

Date: 3/25/15

LP OH