

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
LEASE AMENDMENT

LEASE AMENDMENT NO. 3

TO LEASE NO. **GS-08P-14840**

DATE **5-20-2015**

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 Increase the Tenant Improvement funding for the construction for all Tenant improvements needed for the tenant agency. And increase the time frame for Lessor to complete the space for occupancy.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective June 1, 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 TICS Schedule price proposal from D.L. Pilkington Construction Company dated March 11, 2015 in the amount of \$1,546,848.89 and Change Order No. 2, dated May 14, 2015, in the amount of \$4,457.40, for a total not to exceed amount of \$1,551,306.29 for the construction of tenant improvements. 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 \$1,289,539.29 will be reimbursed upon completion and acceptance of the project by the Government and upon receipt of acceptable itemized invoices 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 \$1,289,539.29.

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](http://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 ready for occupancy, as required in this Lease, not later than One Hundred Forty Five (145) 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.

FOR THE LESSOR

Ferrous Development LLC

Signature: \_\_\_\_\_

Name: Lo

Title: Member

Entity Name: Ferrous Development

FOR THE GOVERNMENT

Signature: \_\_\_\_\_

Name: Wesley Jones


Title: Lease Contracting Officer

GSA, Public Buildings Service

Date: 05-19-2015

Date: 5/20/15

WITNESS

Signature: 

Name: Maria Alvarez

Title: Office Administrator

Date: 05-19-15