

**GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT**

LEASE AMENDMENT NO. 6

TO LEASE NO. GS-07B-17223

ADDRESS OF PREMISES **1208 Arcineiga Drive
Clovis, NM 88101-3801**

THIS AGREEMENT, made and entered into this date by and between **BC Investments LLC** (Former Lessor), and **DRSS Investments, LLC** (Lessor), whose address is 5015 N Prince St. Clovis, NM 88101

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

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective October 2, 2015, as follows:

1. DRSS Investments, LLC, Lessor, hereby assumes all the incomplete obligations of Lease GS-07B-17223 as amended, and agrees to perform same in accordance with the terms, conditions, and provisions thereof from and after October 2, 2015. Lessor further assumes all obligations and liabilities of and all claims and demands arising under Lease GS-07B-17223 against Former Lessor and ratifies and confirms all actions heretofore taken by Former Lessor with respect to the contract with the same force and effect as if the actions had been taken by Lessor. Nothing contained herein shall be construed as releasing the Former Lessor from the Former Lessor's obligations under the terms of the lease.
2. The Government agrees to accept the furnishing of the aforesaid premises in accordance with the terms, provisions, and conditions of said lease, as amended reserving however, all the Government's rights against Lessor and Former Lessor.
3. DRSS Investments, LLC Lessor waives all rights to payments under subject lease as against the Government arising prior to October 2, 2015.
4. Rent Payments Shall be made payable to: DRSS Investments, LLC
PO Box 2110
Clovis, NM 88102
5. BC Investments LLC, former Lessor, confirms the transfer and waives any claims and rights against the Government that it now has or may have in the future in connection with this lease, GS-07B-17223, after October 2, 2015.
6. General Services Administration is required to have its lessors register in the System for Award Management (SAM). SAM is the primary vendor database for the United States Government and is valuable to you to ensure payment. SAM validates the lessor's information and electronically shares the secure and encrypted data with the federal agencies' finance offices to facilitate paperless payments through electronic funds transfer. Lessors must update or renew their registration annually to maintain an active status. For assistance contact the SAM Help Desk at www.sam.gov or, you may call 866-606-8220.
7. Notwithstanding the foregoing, all payments heretofore made by the Government to BC Investments LLC, Former Lessor, and all other actions hereto taken by the Government pursuant to its obligations under the contract shall be deemed to have discharged the Government's obligations under the contract to the extent of the amounts so paid or reimbursed or such actions taken. The actual change of ownership took place on October 2, 2015 and the rent payments from that date to the current date were paid to former lessor and both lessor and former lessor waive rental claims stemming from those payments.

(Continued on Page 2 attached hereto and made a part of SLA No. 6 to Lease GS-07B-17223)

INITIALS ^{BLM}

| | |
|--------------------|-----------------------|
| GOV'T <i>DS</i> | LESSOR <i>DRSS</i> |
|--------------------|-----------------------|

by DD

Lease Agreement No. 6 attached to and made a part of Lease GS-07B-17223.

- 8. DRSS Investments, LLC (Lessor) agrees to indemnify and then save harmless the United States of America from and against any actions, loss claims, or damages the United States of America may suffer or sustain by reason of the United States of America making payment under the lease to BC Investments LLC, Former Lessor and DRSS Investments, LLC, Lessor.
- 9. DRSS Investments, LLC, Lessor, agrees to complete and return the GSA form 3518, Representations and Certifications, which will be attached and made a part of this agreement.

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 above date.

[Redacted Signature]

Title: Owner
Entity Name: DRSS Investments LLC
Date: 10/28/15

[Redacted Signature]

Title: Office Manager
Date: 10/28/15

[Redacted Signature]

Title: Owner (Previous)
Entity Name: BC Investments LLC
Date: 10-28-15

[Redacted Signature]

Title: Office Manager
Date: 10/28/15

[Redacted Signature]

GSA, Public Buildings Service
Date: 11/02/15