

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-07P-LNM17371
ADDRESS OF PREMISES 215 W ELM ST FARMINGTON, NM 87401-6521	PDN Number: N/A

THIS AMENDMENT is made and entered into between Sell-Well Holdings, LLC

whose address is: 1725 S Highway 183, Suite 100
Clinton, OK 73601-9531

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

WHEREAS, the parties hereto desire to amend the above Lease to 1) expand the amount of leased space, 2) adjust the annual rental, 3) adjust the percentage of government occupancy, 4) adjust the operating cost base, 5) replace Exhibit B to the lease, and 6) revise section 7 of the lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

- 1) The amount of leased space is increased by 1,415 ABOA SF / 1,415 RSF for the addition of the garage building. The total amount of leased space is 6,015 ABOA SF / 6,780 RSF. Lease section 1.01, The Premises (JUN 2012), is deleted and replaced with the following:

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

- A. Office and Related Space: 6,780 rentable square feet (RSF), yielding 6,015 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1st, 2nd, and 3rd floor(s) of the Building as depicted on the floor plan(s) attached hereto as Exhibit B.
- B. Common Area Factor: The Common Area Factor (CAF) is established as 12.71 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole

This Lease Amendment contains 3 pages and Exhibit B.

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.

THE GOVERNMENT:

Signature:

GSA, Public Buildings Service,

Date: 7-28-2015

Entity Name: Sell-Well Holdings, LLC

Date: 7/17/15

WITNESSED FOR THE LESSOR BY:

Signature:

Name: Kathy Plummer

Title: Administration Assistant

Date: 7-17-15

percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

- 2) The annual rental is increased by \$3,300.00 for operating expenses for the addition of a garage. Lease section 1.03, Rent and Other Consideration, paragraphs A and B are deleted and replaced with the following:

1.03 RENT AND OTHER CONSIDERATION (SEP 2012)

- A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	YEARS 1-10	YEARS 11-12
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$137,891.77	\$143,256.76
TENANT IMPROVEMENTS RENT ²	\$28,535.43	\$0.00
OPERATING COSTS ³	\$36,289.92	\$36,289.92
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$15,080.86	\$0.00
PARKING ⁵	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$217,797.98	\$179,546.68

¹Shell rent calculation:

(Firm Term Years 1-10) \$20.338019 per RSF multiplied by 6,780 RSF

(Non Firm Term Years 11-12) \$21.128316 per RSF multiplied by 6,780 RSF

²The Tenant Improvement Allowance of \$214,287.32 is amortized at a rate of 5.99 percent per annum over 10 years.

³Operating Costs rent calculation: \$5.352496 per RSF multiplied by 6,780 RSF

⁴Building Specific Amortized Capital (BSAC) of \$113,260.00 are amortized at a rate of 5.99 percent per annum over 10 years

⁵Parking costs described under sub-paragraph G below

- B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 6,015 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

- 3) Lease section 1.13, Percentage of Occupancy for Tax Adjustment, is deleted and replaced with the following:

1.13 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 100 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 6,780 RSF by the total Building space of 6,780 RSF.

- 4) Lease section 1.15, Operating Cost Base, is deleted and replaced with the following:

1.15 OPERATING COST BASE (AUG 2011)

The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$36,289.92/annum.

- 5) Exhibit B is deleted and replaced with the attached revised Exhibit B.
 6) Section 7, Additional Terms and Conditions, is revised to add the following requirement:

7.02 As part of the tenant improvements, Lessor shall provide and install a [REDACTED] and gooseneck stand. Controls to be installed by the Government.

7.03 As part of the tenant improvements, Lessor shall provide and install a pre-engineered metal garage.

INITIALS: MSA/MS & ML
 LESSOR & GOVT

7.04 Any changes to the constructions drawings (CDs) will be made at no additional cost to the Government, and neither the Government nor the Lessor will be held liable for delays in delivering complete Design Intent Drawings (DIDs)/CDs as a result of the changes.

INITIALS: 2010/MP & nl
LESSOR GOV'T