

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-07P-LNM17371
ADDRESS OF PREMISES 215 W ELM ST FARMINGTON, NM 87401-6521	PDN Number: PS0033034

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 issue Notice to Proceed with Tenant Improvements (TIs) and Building Specific Amortized Capital (BSAC), to approve the total TI and BSAC costs, and to provide for payment of TIs and BSAC above the allowance.

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) To provide for a notice to proceed with construction of TIs and BSAC, and provide for a date of substantial completion; and
- 2) To approve the total cost of the TIs and BSAC; and
- 3) To provide for the method of payment of the TI and BSAC costs above the allowance.

This Lease Amendment contains 2 pages.

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.

[Redacted Signature Area]

FOR THE GOVERNMENT:

[Redacted Signature Area]

Title: Managing Member / Managing Member
 Entity Name: Sell-Well Holdings, LLC
 Date: 9/25/15

Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: 9-28-2015

WITNESSED FOR THE LESSOR BY:

Signature: [Redacted]
 Name: [Redacted]
 Title: Administrative Assistant
 Date: 9/25/15

- 1) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this a Notice to Proceed with construction of TIs and BSAC for the main building, garage, and fence; all of which are depicted in Lessor's Construction Documents dated February 17, 2015, revised March 15, 2015, March 30, 2015, May 7, 2015, May 13, 2015, and May 14, 2015, and Government-approved DID's dated January 23, 2015. The total cost of the TIs and BSAC shall not exceed \$804,206.18 [redacted] (main building) + [redacted] (garage) + [redacted] (fence)]. The anticipated date of substantial completion of all the TIs and BSAC and acceptance by the Government is on or before 200 calendar days from the date of execution of this LA. The Lessor shall provide all the materials, labor, and services required to provide for the completion of the TI's and BSAC.
- 2) The Government and the Lessor have agreed that the total cost of the TIs shall not exceed \$690,956.18 and the total cost of the BSAC shall not exceed \$113,250.00 for a total cost of construction not to exceed \$804,206.18. The TI and BSAC cost includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the TI and BSAC by the agreed to date of substantial completion.
- 3) Pursuant to Paragraph A of lease section 1.03, Rent and Other Consideration (Sep 2012), the Tenant Improvement Allowance in the amount of \$214,287.32 shall be amortized over the first ten (10) years of the firm term at an interest rate of 5.99%. The BSAC in the amount of \$113,250.00 shall be amortized over the first ten (10) years at an interest rate of 5.99%.

The remaining TI balance of \$476,668.86 (\$690,956.18 – \$214,287.32) and the remaining BSAC balance of \$0.00 (\$113,250.00 - \$113,250.00) will be paid by lump-sum, upon substantial completion and acceptance of the space by the Government for a total lump sum payment not to exceed \$476,668.86.

Upon completion, inspection, and acceptance of the work by the authorized GSA representative, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$476,668.86 upon receipt of an original invoice. The Lessor agrees that the invoice shall be printed on the same letterhead as the Lessor named on this lease, shall include the Lease number, building address, and a price and quantity of the items delivered. The invoice shall reference the number PS0033034 and shall be sent electronically to the GSA Finance Website at <http://www.finance.gsa.gov/defaultexternal.asp>. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 817-978-2408.

If the Lessor is unable to process the invoice electronically, then the invoice may be mailed to:

General Services Administration
 FTS and PBS Payment Division (7BCP)
 P.O. Box 17181
 Fort Worth, TX 76102-0181

Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Leasing Specialist electronically at toni.bezio@gsa.gov or the invoice may be mailed to the following address:

(UPS or FedEx only)
 General Services Administration
 ATTN: Toni Bezio
 819 Taylor St, Room 11A01
 Fort Worth, TX 76102
 817-978-0607

(US Mail only)
 General Services Administration
 ATTN: Toni Bezio
 819 Taylor St, Room 11B
 Fort Worth, TX 76102

You must not perform any alterations nor install any lump sum items not approved in writing by the Contracting Officer. This includes any additional items which are not covered by this lease and for which an award has not specifically been made. Failure to adhere to these instructions could result in lengthy delays in payment of invoices for such work.

INITIALS: OMB / JBS & MPR
 LESSOR & GOV'T