

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 5
	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) accept the tenant improvements as completed, 2) establish the commencement date of the lease, 3) establish the square footage of the space, 4) provide the annual rental amounts, 5) restate the percentage of occupancy, and 6) restate the operating cost base.


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 Tenant Improvements have been completed and the government accepts the leased premise as of 3/17/16.
- 2) The Commencement Date of the rental shall be 3/17/16 and shall expire on 3/16/28, subject to the termination rights set forth in the lease.
- 3) The leased premise square footage shall be 6,780 Rentable Square Feet (RSF) yielding 6,015 ANSI/BOMA Office Area (ABOA) yielding a common area factor of 12.71% (6,780 RSF / 6,015 ABOA SF = 1.1271 CAF) plus 11 surface parking spaces.
- 4) The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

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.


FOR THE LESSOR:

Signature: 
Name: Lynette Brand Harisett
Title: Member
Entity Name: Sell-Well Holdings, LLC
Date: 03/21/2016

FOR THE GOVERNMENT:

Signature: 
Name: 
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 3.22.2016

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: GRACE COLE
Title: Executive Assistant
Date: 03/21/2016

	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 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) \$20.338019 per RSF multiplied by 6,780 RSF

(Non Firm Term) \$21.129316 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 \$113,250.00 are amortized at a rate of 5.99 percent per annum over 10 years

⁵Parking costs described under sub-paragraph G below

- 5) 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.

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

1.15 OPERATING COST BASE (AUG 2011)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$5.352496 per RSF (\$36,289.92/annum).

INITIALS:


LESSOR

&


GOV'T