## GENERAL SERVICES ADMINISTRATION

PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT

DATE

07-18-2013

## LEASE AMENDMENT

TO LEASE NO.

NO. 1

GS-07B-16900

ADDRESS OF PREMISES

102 Ripley, Mountainair, NM 87036

THIS AGREEMENT, made and entered into this date by and between CASEY LUNA, (Former Lessor), and LUNA FAMILY TRUST (Lessor)

whose address is



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

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

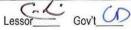
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended. effective July 18, 2013, as follows:

- 1. Luna Family Trust, Lessor, hereby assumes all the incomplete obligations of Lease GS-07B-16900 as amended, and agrees to perform same in accordance with the terms, conditions, and provisions thereof from and after July 18, 2013. Lessor further assumes all obligations and liabilities of and all claims and demands arising under Lease GS-07B-16900 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.
- 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. Luna Family Trust, Lessor, waives all rights to payments under subject lease as against the Government arising prior to July 18, 2013.
- Casey Luna, 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 after July 18, 2013.
- Notwithstanding the foregoing, all payments heretofore made by the Government to the 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 April 25, 2006 and the rent payments from that date to the current date were paid to the former lessor and both lessor and former lessor waive rental claims stemming from those payments.
- Casey Luna, (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 Luna Family Trust.
- The new owner of GS-07B-16900 is required to complete the GSA form 3518 enclosed and return it with the Lease Amendment which will be made part of the lease.
- PAYEE ADDRESS:



All other terms and conditions of the lease shall remain in force and effect.

(Continued on Page 2 attached hereto and made a part of LA No. 1 to Lease GS-07B-16900)



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Lease Amendment No. 4 attached to and made a part of Lease GS-07B-16900.

