

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

LEASE AMENDMENT
NO. 1

DATE
12/9/16

LEASE AMENDMENT

TO LEASE NO.
GS-07B-17427

ADDRESS OF PREMISES

Supply Service Cntr
2400 Fuhs Ave.
Gallup, NM 87301-7439

THIS AGREEMENT, made and entered into this date by and between FUHS INDUSTRIAL PARK, LP, (Former Lessor), and FUHS INDUSTRIAL PARK, LLC, a New Mexico Limited Liability Company (Lessor).

whose address is 103 CLARK ST
GALLUP NM 87301-8678

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 December 1, 2016, as follows:

1. FUHS INDUSTRIAL PARK, LLC, Lessor, hereby assumes all the incomplete obligations of Lease GS-07B-17427 as amended, and agrees to perform same in accordance with the terms, conditions, and provisions thereof from and after December 1, 2016. Lessor further assumes all obligations and liabilities of and all claims and demands arising under Lease GS-07B-17427 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. FUHS INDUSTRIAL PARK, LLC, Lessor waives all rights to payments under subject lease as against the Government arising prior to December 1, 2016.
4. FUHS INDUSTRIAL PARK, LP 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 December 1, 2016.
5. General Services Administration is required to have its lessors register in the System for Award Management (SAM). The 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.

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.


- 6. Notwithstanding the foregoing, all payments heretofore made by the Government to FUHS INDUSTRIAL PARK, LP 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 December 1, 2016, and the rent payment from that date to August 31, 2016 were paid to the Former Lessor and both Lessor and Former Lessor waive rental claims stemming from those payments.
- 7. FUHS INDUSTRIAL PARK, LP (Former 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 FUHS INDUSTRIAL PARK, LLC, (Lessor).
- 8. The new owner of GS-07B-17427 is required to complete the GSA form 3616 enclosed and return it with the Lease Amendment, which will be made part of the lease.

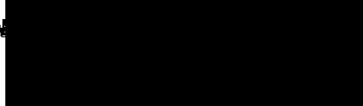

9. PAYEE ADDRESS:


FUHS INDUSTRIAL PARK, LLC
 103 CLARK ST
 GALLUP NM 87301-66789
 (DUNS) of 002223295 (TIN) 814044281

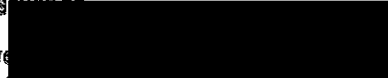

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.


 Name: John M. Fuhs Sr
 Title: Registered Agent
 Date: 11-30-16

IN PRESENCE OF 
 Signature: 
 Name: Christina Lunde
 Title: Secretary
 Date: 11-30-16

Former Lessor: FUHS INDUSTRIAL PARK LP
 Signature: 
 Name: John M. Fuhs Sr
 Title: Partner / Trustee
 Date: 11-30-16

IN PRESENCE OF 
 Signature: 
 Name: Christina Lunde
 Title: Secretary
 Date: 11-30-16

UNITED STATES OF AMERICA
 Signature: 
 Name: DEE CRAWLEY

Lease Contracting Officer
 General Services Administration
 819 Taylor Street
 Fort Worth, TX 76102-6105

Date: 12/9/16