

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-07P-LNM17216
ADDRESS OF PREMISES 909 N HIGHWAY 491 GALLUP, NM, 87301-4769	PDN Number: N/A

THIS AMENDMENT is made and entered into between El Mercado Corporation doing business as Muñoz El Mercado

whose address is: 2505 E Aztec
Gallup, NM, 87301-4788

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


WHEREAS, the parties hereto desire to amend the above Lease 1) to change the amount of area leased by the Government, and, 2) to change the rental payment schedule, and, 3) to change the percentage of Government occupancy for tax purposes, and, 4) to change 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:

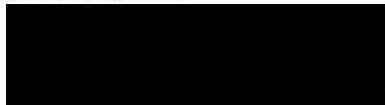
This Lease Amendment contains 2 pages.

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: _____
 Title: President
 Entity Name: el mercado
 Date: 4/17/14

FOR THE GOVERNMENT:

Signature: 
 Name: Nancy Lopez
 Title: Lease Contracting Officer
GSA, Public Buildings Service,
 Date: 4-29-2014

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: _____
 Title: Admin Asst
 Date: 4-17-2014

new

1) Lease section 1.01, THE PREMISES, is hereby deleted and replaced with the following:

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

A. Office and Related Space: 2,530 rentable square feet (RSF), yielding 2,516 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1st floor(s) as depicted on the floor plan(s) attached hereto as Exhibit B.

B. Common Area Factor: The Common Area Factor (CAF) is established as 1.0055643 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

2) Lease section 1.03, RENT AND OTHER CONSIDERATION, paragraphs A and B are hereby 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:

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$22,137.50	\$22,137.50
TENANT IMPROVEMENTS RENT ²	\$24,810.84	\$0
OPERATING COSTS ³	\$18,241.30	\$18,241.30
BUILDING SPECIFIC AMORTIZED CAPITAL ⁴	\$2,691.16	\$0
PARKING ⁵	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$67,880.80	\$40,378.80

¹Shell rent (Firm Term) calculation: \$8.75 per RSF multiplied by 2,530 RSF
²The Tenant Improvement Allowance of \$109,561.99 is amortized at a rate of 5 percent per annum over 5 years.
³Operating Costs rent calculation: \$7.21 per RSF multiplied by 2,530 RSF
⁴Building Specific Amortized Capital (BSAC) of \$11,950.00 are amortized at a rate of 5 percent per annum over 5 years

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 2,516 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 hereby 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 5.88 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 2,530 RSF by the total Building space of 43,000 RSF.

4) Lease section 1.15, OPERATING COST BASE, is hereby 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 \$7.21 per RSF (\$18,241.30/annum).

INITIALS: [Signature] LESSOR & [Signature] GOV'T