

<p align="center">GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</p>	<p>SUPPLEMENTAL AGREEMENT <b>NO 4</b></p>	<p>DATE <u>11/21/11</u></p>
<p align="center"><b>SUPPLEMENTAL LEASE AGREEMENT</b></p>		<p>TO LEASE NO. <b>GS-07B-16753</b></p>
<p>ADDRESS OF PREMISES: 623 S. International Boulevard, Weslaco, TX 78596-9118</p>		
<p>THIS AGREEMENT, made and entered into this date by and between <b>GALLIER / DAVIS, LTD</b> whose address is <b>GALLIER / DAVIS, LTD</b> 17700 COUNTY LINE ROAD MIDLOTHIAN, VA 23112-6048</p> <p>hereinafter called the Lessor, and the <b>UNITED STATES OF AMERICA</b>, hereinafter called the Government:</p> <p><b>WHEREAS</b>, the parties hereto agree to supplement the above Lease.</p> <ol style="list-style-type: none"> <li>1.) To accept the tenant improvements as completed;</li> <li>2.) Establish the Commencement Date of the lease rental payments;</li> <li>3.) Provide the annual rental amounts;</li> <li>4.) To incorporate a change order for window blinds;</li> <li>5.) To provide for the payment of the Tenant Improvements;</li> <li>6.) Restate the Commission Credit and application of the Commission Credit to reduce rent; and</li> <li>7.) All other terms and conditions are in full force and effect.</li> </ol> <p align="center">See Attached</p> <p>IN WITNESS WHEREOF, the parties subscribe their names as of the above date.</p>		
<p>B [Redacted Signature]</p> <p>Signature</p> <p><u>Richard B. Gallier, Sr.</u> Printed Name</p>	<p><u>Managing Partner</u> Title</p>	
<p>[Redacted Signature]</p> <p>Signature</p> <p><u>Beatrice L. Gallier</u> Printed Name</p>	<p><u>Po Box 128</u> (Address)</p> <p><u>Midlothian VA 23113</u> City, State, Zip</p>	
<p>U [Redacted Signature]</p> <p>Signature</p>	<p><b>ERICA</b></p> <p>General Services Administration 819 Taylor St., Room 5A18 Fort Worth, TX 76102</p> <p><u>Contracting Officer</u> (Official Title)</p>	

**Supplemental Lease Agreement No. 4**

**Lease Number GS-07B-16753**

**Project Number 6TX0525**

First floor at 623 S. International Boulevard, Weslaco, TX 78596-9118

1.) The tenant improvements have been substantially completed and the government accepts the leased space on September 21, 2011. The Lessor and the Government agree that the requirements specifically identified in Attachment 'A' of this Supplemental Lease Agreement No. 4 have not been met and these items are deficiencies. The Lessor is required to cure these deficiencies as part of the negotiated lease contract within 40 calendar days of the Government's acceptance of the space for occupancy. Within 40 calendar days of the completion date for the Lessor to cure the deficiencies in Attachment 'A' of this lease, the Lessor must coordinate a follow-up inspection with the Lease Contracting Officer to ensure all corrective action has been completed. In the event of any failure by the Lessor to cure the deficiencies or to provide any required repair or modernization under this lease, the Government will perform the work and deduct these amounts from the rent, including all administrative costs. No extensions will be granted.

The parties mutually agree that the Lessor will provide landscaping on the north side (rear of the building) as described in the lease 14 calendar days after the installation of the generator for the security system, which shall be described in a subsequent Supplemental Lease Agreement.

The requirements in paragraph 10.21 of SFO NO. 6TX0525 for shatter-resistant window protection must be fulfilled within 40 calendar days of the Government's acceptance of the space for occupancy. The cost for the shatter-resistant window protection is \$3,528.00. In order to cover the cost, \$588.00 has been added to the annual Shell Rent Rate from September 21, 2011 through September 20, 2017."

2.) The commencement date of the rental shall be September 21, 2011 and shall expire on September 20, 2021.


3.) The Government shall pay the Lessor annual rent as follows:

From September 21, 2011 through September 20, 2017 the total annual rental shall be \$251,106.00. Rent shall be paid monthly in arrears. The total annual rent consists of annual Shell Rent of \$149,088.00, annual Operating Costs of \$55,350.00 plus annual Operating Cost adjustments, and annual Tenant Improvement Amortization cost of \$46,668.00.

From September 21, 2017 through September 20, 2021 the total annual rent shall be \$197,130.00. Rent shall be paid monthly in arrears. The total annual rent consists of Shell Rent of \$141,780.00 and Operating Costs of \$55,350.00 plus annual Operating Cost adjustments. There are no annual Tenant Improvement costs.

4.) The requirements in paragraph 6.5 A of SFO NO. 6TX0525 for window blinds must be fulfilled within 40 calendar days of the Government's acceptance of the space for occupancy. The cost for the window blinds is \$1,054.70. This amount increases the cost of the Tenant Improvements and will be paid by lump-sum payment as described in paragraph 6 below.

5.) The total cost of the Tenant Improvements is being increased from \$267,212.00 to \$268,266.70 to accommodate the change order for the window blinds. The Lessor and the Government agree that a lump-sum payment for a portion of the total tenant improvement cost shall be made in the amount of \$33,606.32. The remaining balance of \$234,660.38 shall be amortized monthly into the rent at the rate of six percent (6%) over the first six (6) years of the lease as stated in paragraph 3 above.

Gov't Initials: 

Lessor Initials: RBM

The Lessor agrees that the invoice shall be printed on the same letterhead as the named on this lease, shall include the Lease number, building address, and a price and quantity of the items delivered. It shall reference the number PS 0020672 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 this invoice electronically, and 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 Contracting Officer at the following address:

Patrick Staley  
U.S. General Services Administration  
819 Taylor Street 7PRA; Room 5A18  
Fort Worth, Texas 76102-0181

6.) Section 16 of the lease (SF2) is replaced in entirety with the following:

The Lessor and the Broker have agreed to a cooperating lease commission. The total amount of the commission is \$ [REDACTED]. The Lessor shall pay the broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the broker has agreed to forgo [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction (Commission Credit).

The Commission Credit to the Government is \$ [REDACTED]. The lessor agrees to pay the commission less the Commission Credit to the broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO NO. 6TX0525 which forms part of the lease.

Notwithstanding anything contained herein, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first full month of the rental payments

First Full Month's Rental Payment - \$20,925.50 minus prorated Commission Credit of \$ [REDACTED] equals \$ [REDACTED]

Second Month's Rental Payment - \$20,925.50 minus prorated Commission Credit of \$ [REDACTED] equals \$ [REDACTED]

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

Gov't Initials:                     



Lessor Initials:                     

