

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO 5	DATE <i>12-15-11</i>
	TO LEASE NO. GS-07B-16753	

ADDRESS OF PREMISES: 623 International Boulevard, Weslaco, TX 78596-9118

THIS AGREEMENT, made and entered into this date by and between **GALLIER / DAVIS, LTD**

whose address is **GALLIER / DAVIS, LTD**
17700 COUNTY LINE ROAD
MIDLOTHIAN, VA 23112-6048

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

WHEREAS, the parties hereto agree to supplement the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective on November 22, 2011 as follows:

- 1.) List the Additional Tenant Improvements to be constructed; this involves modifying the restrooms to the configuration indicated on **Exhibit 2**; and
- 2.) To provide a Notice to Proceed; and
- 3.) To provide for the payment of the Additional Tenant Improvements; and
- 4.) All other terms and conditions are in full force and effect.

See Attached

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

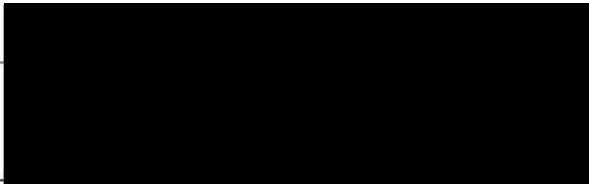
BY: **GALLIER / DAVIS, LTD**



General Partner
Title

Richard B. Gallier, SR
Printed Name

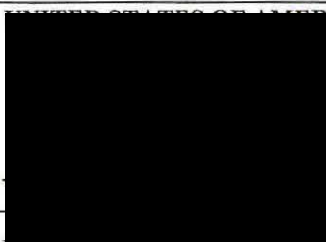
Witnessed in the presence of:



Beatrice L. Gallier
Printed Name

City, State, Zip

UNITED STATES OF AMERICA



General Services Administration
300 E 8TH STREET
AUSTIN, TX 78701-3233

Contracting Officer
(Official Title)

**Supplemental Lease Agreement No. 5
Lease Number GS-07B-16753
Project Number 6TX0525**

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

1.) The Lessor shall provide all the materials, labor, and services required to provide for the completion of the Additional Improvements as listed below.

Item	lessor's cost	lessor's OH & P @ 20%	Cost to GSA
Demolition of portions of the existing Men's and Women's room and rebuilding those portions in accordance with the layout illustrated on Exhibit 2, attached.	[REDACTED]	[REDACTED]	[REDACTED]

2.) Upon full execution and delivery of this Supplemental Lease Agreement (SLA5) the Lessor can consider this as a Notice to Proceed with the construction of the Additional Tenant Improvements. The anticipated date of the completion of the Additional Tenant Improvements and acceptance by the Government is on or before December 31, 2011.

3.) The Government shall pay the Lessor for the total cost of the Additional Improvements as follows:

The total cost of the Additional Tenant Improvements has been estimated to be [REDACTED]. The total Additional Tenant Improvement cost includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the Additional Improvements by the anticipated date of completion. The cost of the Additional Improvements shall be paid by a lump-sum payment upon the substantial completion and acceptance by the Government of the Additional Improvements.

To submit for payment of the lump-sum-payment, 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. **The invoice 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 the invoice electronically, then the 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 Leasing Specialist at the following address:

General Services Administration
Attn: Patrick Staley
819 Taylor Street, Room 5A18
Ft. Worth, Texas 76102-0181

4.) All other terms and conditions of this lease shall remain in full force and effect.

Gov't Initials *AS*

Lessor Initials: *AS*