GENERAL SERVICE ADMINISTRATION PUBLIC BUILDING SERVICE SUPPLEMENTAL LEASE AGREEMENT

NO. 5
TO LEASE NO:

ADDRESS OF PREMISES: 2805 Pine Mill Road Paris TX 77040-4936

THIS AGREEMENT, made and entered into this date by and between Rocky Bluff, LLC. Former Lessor and ARC GSPARTX001, LLC.

GS-07B-16554

whose address is 106 York Rd Jenkintown, PA 19046-3233

hereinafter called the Lessor and the UNITED STATES OF AMERICA, hereafter call the Government WHEREAS, the parties hereto desire to amend the above lease. The purpose of this Supplemental Lease Agreement Number GS-07B-16554 is to recognize the change the ownership of the above named leased space.

NOW THEREFORE, Thee parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, August 3rd, 2011, as to the parties hereto on the date signed by the Contracting Officer, as follows:

- 1. ARC GSPARTX001, LLC, hereby assumes all the incomplete obligations of Lease GS-07B-16554, as amended, and agrees to perform same in accordance with the terms, conditions, and provisions thereof from and after August 3rd, 2011. Lessor further assumes all obligations and liabilities of and all claims and demands arising under Lease GS-07B-16554 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. ARC GSPARTX001, LLC, Lessor, walves all rights to payments under subject lease as against the Government arising prior to August 3rd, 2011.
- 4. Rocky Bluff, LLC, 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 the lease after August 3rd, 2011.
- 5. Notwithstanding the foregoing, all payments heretofore made by the Government to Rocky Bluff, LLC. 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 August 3rd, 2011 and the rent payments from that date to the current date were paid to Former Lessor and both Lessor and Former Lessor waive rental claims stemming from those payments.
- 6. ARC GSPARTX001, LLC 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 Unites States of America making payment under the Lease to ARC GSPARTX001, LLC.

Continued on page 2 attached here to and made a part of SLA No. 5 to Lease GS-07B-16554

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	7. Payce Address: 106 York Rd Jenkintown, PA 19046-3233
	8. The Lessor will submit the completed and signed GSA Form 3518, Representations and Certifications, which is part of this lease.
	All other items and conditions of the lease shall remain in force and effect.
	IN WITNESS WHEREOF, the parties subscribed their names as of the above date. Lessor:
	By:
	Executive Asis fant (Title)
	Former Lessor: ,
	Manager (Title)
	IN PRESENCE OF
	(Please print name below signature) Social Gray (Title)
	UNITED STATES OF AMERICA General Services Administration 819 Taylor Street, Room 5C-18 Fort Worth, TX 76102-6105 Contracting Officer

DEE GRAHAM

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