

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>		<b>SUPPLEMENTAL AGREEMENT NO. 6</b>	<b>DATE</b> 9/6/12
<b>SUPPLEMENTAL LEASE AGREEMENT</b>		<b>TO LEASE NO.</b> GS-07B-16561	
<b>ADDRESS OF PREMISES</b>	Alta Mesa Office Building 2901 Alta Mesa Blvd. Fort Worth, TX 76133-5711		
THIS AGREEMENT, made and entered into this date by and between JSM INVESTMENTS, LTD. AND TIMBANI PROPERTIES LTD., (Former Lessor), and ARC GSFTWTX001, LLC, (Lessor),			
whose address is 106 YORK RD JENKINTOWN, PA 19046-3233			
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 <u>May 9, 2012</u> , as follows:			
<ol style="list-style-type: none"> <li>1. ARC GSFTWTX001, LLC., Lessor, hereby assumes all the incomplete obligations of Lease GS-07B-16561 as amended, and agrees to perform same in accordance with the terms, conditions, and provisions thereof from and after May 9, 2012. Lessor further assumes all obligations and liabilities of and all claims and demands arising under Lease GS-07B-16561 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.</li> <li>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.</li> <li>3. ARC GSFTWTX001, LLC., Lessor waives all rights to payments under subject lease as against the Government arising prior to May 9, 2012.</li> <li>4. JSM INVESTMENTS, LTD. AND TIMBANI PROPERTIES LTD., 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 May 9, 2012.</li> </ol>			
(Continued on Page 2 attached hereto and made a part of SLA No. 6 to Lease GS-07B-16561)			
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.			

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Supplement Lease Agreement No. 6 attached to and made a part of Lease GS-07B-18581.

- 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](http://www.sam.gov) or, you may call 866-608-6220.
- 6. Notwithstanding the foregoing, all payments heretofore made by the Government to JSM INVESTMENTS, LTD. AND TIMBANI PROPERTIES LTD., 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 May 9, 2012, 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.
- 7. ARC GSFTWX001, 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 United States of America making payment under the Lease to JSM INVESTMENTS, LTD. AND TIMBANI PROPERTIES LTD. and ARC GSFTWX001, LLC.
- 8. The new owner of GS-07B-18581 is required to complete the GSA form 3518 enclosed and return it with the Supplemental Lease Agreement which will be made part of the lease.

9. PAYEE ADDRESS:

ARC GSFTWX001, LLC  
106 YORK RD  
JENKINTOWN, PA 19046-3233

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.

[Redacted Signature]

President  
(Title)

[Redacted Signature]

Executive Asst.  
(Title)

[Redacted Signature]

TIMBANI PROPERTIES LTD.  
President of general partner  
of joint venturer  
(Title)

IN PRESENCE OF

BY: \_\_\_\_\_  
Signature (Title)

UNITED STATES OF AMERICA

Contracting Officer  
General Services Administration  
819 Taylor Street  
Fort Worth, TX 76102-8105

BY: [Redacted Signature]