

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT

DATE

NO. 6

1/12/94

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.

GS- 07B-13867

ADDRESS OF PREMISES

2601 Meacham Boulevard, Fort Worth, TX 76111

THIS AGREEMENT, made and entered into this date by and between
Company of Texas dba AMCOT Partners

American Manufacturing

whose address is 3602 N. Sylvania Street
Fort Worth, TX 76111

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter 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 December 15, 1993, as follows:

The Government and Lessor acknowledge that Lessor has furnished additional lands as part of the premises leased and has furnished upgraded landscaping, both said additional lands and landscaping being furnished at Lessor's cost with no increase in rent or other sums of money due or to become due from the Government to Lessor. In consideration of the furnishing said additional lands and landscaping, the Lessor and Government have agreed to add a new clause to the lease entitled "Subordination, Nondisturbance and Attornment (August 1992)". This new clause shall be numbered paragraph "9".

This supplemental lease agreement revises the description of the lease premises by deleting and there is hereby deleted, the description of premises leased (Paragraph 1 of Standard Form 2 dated July 8, 1992), the Legal Description "Exhibit A", pages 1 through 3 (paragraph 7 K of Standard Form 2 dated July 8, 1992) and the site plan "Exhibit B", 1 page (Paragraph 7.L of Standard Form 2 dated July 8, 1992) and by substituting revised legal descriptions, and a site plan, described below:

CONTINUED ON PAGE 2

INITIALS
GOVT: GA LESSOR: [Signature]

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.

LESSOR

BY _____
(Signature)

(Title)

IN PRESENCE OF

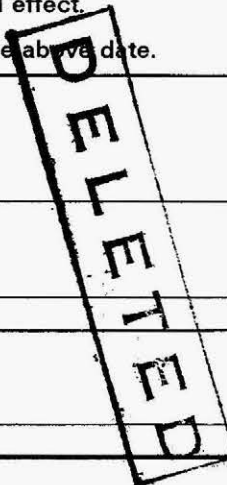
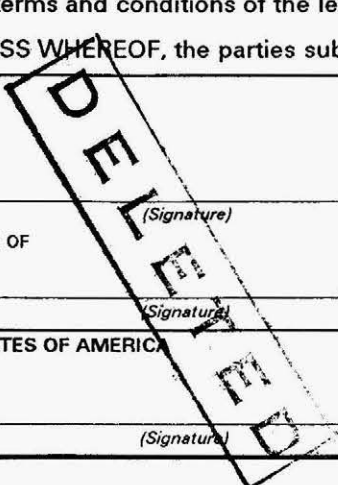
(Signature)

(Address)

UNITED STATES OF AMERICA

BY _____
(Signature)

(Official Title)



Paragraph 1:

1. The Lessor hereby leases to the Government the following described premises:

207,628 net usable square feet of office and special purposes space located on six floors of a six story building which was constructed on a site located at Mercantile Center at the municipal address of 2601 Meacham Boulevard, Fort Worth, TX 76116. The legal description of the land is attached to Supplemental Lease Agreement No. 6 and designated "Exhibit A" to Supplemental Lease Agreement No. 6 to Lease GS-07B-13867. The leased premises includes 984 secured parking spaces with 10 spaces being covered and one helistop and with pads to park two helicopters. The site plan for the leased premises is attached to Supplemental Lease Agreement No. 6 and designated "Exhibit B-1 to Supplemental Lease Agreement No. 6 to lease GS-07B-13867". The leased premises are to be used for such purposes as determined by General Services Administration.

Paragraph 7:

7.K. Legal Description "Exhibit A to Supplemental Lease Agreement No. 6 to Lease GS-07B-13867".

7.L. Site Plan "Exhibit B-1 to Supplemental Lease Agreement No. 6 to Lease GS-07B-13867".

Paragraph 9:

9. 552.270-34 - SUBORDINATION, NONDISTURBANCE AND ATTORNMENT
(AUG 1992)

- (a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of the lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.

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INITIALS
GOVT: GA | LESSOR: [Signature]

Paragraph 9: (Continued From Page 3)

- (b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate nondisturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.
- (c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee of transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations or the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the forgoing relationship.
- (d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

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.

LESSOR American Manufacturing Company Of Texas
ba A tners

BY: President and General Manager
(Title)
Signature) [Redacted] Executive Vice President, Omni Group, Inc
ENCE OF [Redacted] 307 West 7th Street Suite 1800
Fort Worth, TX. 76102
(Signature) Barbara . Fife (Address)

Contracting Officer
GSA, Realty Branch 1
819 Taylor Street (7PE1B)
Fort Worth, Texas 76102
(Official Title)

EVADENE MORTON