

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 3 TO LEASE NO. GS-07B-16853 DATE 5 / 30 / 12 PAGE 1 of 2

ADDRESS OF PREMISES
 Bay Colony Town Center Phase 2, 2835 Gulf Freeway South, League City, TX 77573-6781

THIS AGREEMENT, made and entered into this date by and between **INLAND AMERICAN LEAGUE CITY BAY COLONY LIMITED PARTNERSHIP**

whose address is 2901 BUTTERFIELD ROAD
 OAK BROOK, ILLINOIS 60523

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 upon execution by the Government, as follows: The purpose of Supplemental Lease Agreement (SLA) No. 3 is to issue the Notice To Proceed on the requested change orders in accordance with Exhibit A (16 pages) attached and made part of this lease.

The following changes are made in accordance with the "Changes" General clause of the General Clauses of the Lease, Section 552.270-14(2), "Works and services":

Change Order Number	Description	Cost
1	Restroom addition per Agency request	[REDACTED]
2	Installation of electrical for signs and ceiling fans	
3	New exterior signs	
4	Door hardware	
5	Electrical changes	
Total:		\$59,839.97

The changes described above and in the attached Exhibit A pursuant to this SLA shall be maintained by the Lessor during the term of this lease and are to remain the property of the Lessor. Lessor waives restoration of the premises for these changes. The total cost for the above work is \$59,839.97. All changes performed under this contract shall not exceed \$59,839.97.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

SIGNATURE: INLAND AMERICAN LEAGUE CITY BAY COLONY LIMITED PARTNERSHIP, an Illinois limited partnership
 By: Inland American League City Bay Colony GP, L.L.C., a Delaware limited liability company, its general partner
 By: Inland American Real Estate Trust, Inc., a Maryland Corporation
 ADDRESS: [REDACTED]

IN PRESENCE OF

SIGNATURE: [REDACTED] NAME OF SIGNER: Ruth E. Winter

ADDRESS: [REDACTED]

UNITED STATES OF AMERICA

SIGNATURE: [REDACTED] NAME OF SIGNER: THOMAS A BRAHAM
 OFFICIAL TITLE OF SIGNER: CONTRACTING OFFICER

Initials: Lessor TAP & Govt TA

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2. Upon completion, inspection, and acceptance of the space by the Contracting Officer or Contracting Officer's designee, the Government shall reimburse the Lessor via a lump sum payment in the amount of \$39,265.46 within 30 days after receipt of an original invoice. Accounting for the lump sum payment is as follows:

Approved TI Cost*	\$335,637.99
Total Change Order Cost	\$ 59,839.97
New Total TI Cost	<u>\$395,477.96</u>
Less: TI Allowance**	<u>(\$356,212.50)</u>
Lump Sum Payment	\$ 39,265.46

*See "Notice to Proceed for Tenant Improvements," dated 10/5/2011, attached hereto as Exhibit B.

**Per Lease Paragraph 9.

Invoices shall be submitted to the Greater Southwest Finance Center (with a copy to the Contracting Officer) electronically on the Finance Website at www.finance.gsa.gov. Lessors who are unable to process the invoices electronically, may mail the invoices to the following address:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

A copy of the invoice must be provided to the Contracting Officer at the following address:

Thomas Abraham
General Services Administration
1919 Smith St.
Houston, TX 77002

A proper invoice must include the following:

- Invoice date
- Unique invoice Number
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- GSA PDN No. **PS0023201**

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

3. The Government-approved Change Orders which formed the basis for the lump sum payment are hereby incorporated into the lease as Exhibit A (16 pages). The Notice to Proceed for Tenant Improvements is hereby incorporated into the lease as Exhibit B (1 page).
4. The Lessor hereby waives restoration as a result of all improvements.

All other terms and conditions remain in full force and effect.

Initials: Lessor MAP & Gov't TPA