

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT
NO. 1

DATE 5/1/2012

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.

GS-07B-16853

ADDRESS OF PREMISES 2835 Gulf Freeway South
League City, TX 77573-6781

THIS AGREEMENT, made and entered into this date by and between A-S 56 IH 45 SOUTH-FM 646, L.P, (Former Lessor), and INLAND AMERICAN LEAGUE CITY BAY COLONY LIMITED PARTNERSHIP (Lessor)

whose address is 2901 BUTTERFIELD ROAD
OAK BROOK, ILLINOIS 60523

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 August 19, 2011, as follows:

1. Inland American League City Bay Colony Limited Partnership, Lessor, hereby assumes all the incomplete obligations of Lease GS-07B-16853 as amended, and agrees to perform same in accordance with the terms, conditions, and provisions thereof from and after August 19, 2011. Lessor further assumes all obligations and liabilities of and all claims and demands arising under Lease GS-07B-16853 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.
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.
3. Inland American League City Bay Colony Limited Partnership, Lessor, waives all rights to payments under subject lease as against the Government arising prior to August 19, 2011.
4. A-S 56 IH-45 South-FM 646, L.P. , former Lessor, confirms the transfer and waives any claims and rights against the Governmnet that it now has or may have in the future in connection with this lease after August 19, 2011.
5. Notwithstanding the foregoing, all payments heretofore made by the Governmnet to the 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.
6. Inland American League City Bay Colony Limited Partnership, (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 Inland American League City Bay Colony Limited Partnership.
7. The new owner of GS-07B-16853 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.
8. PAYEE ADDRESS:
Inland American League City Bay Colony Limited Partnership
2901 Butterfield Road
Oak Brook, IL 60523

All other terms and conditions of the lease shall remain in force and effect.

(Continued on Page 2 attached hereto and made a part of SLA No. 1 to Lease GS-07B-16853)

Supplement Lease Agreement No. 1 attached to and made a part of Lease GS-07B-16853.

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

Lessor: 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
_____, a Maryland corporation, its sole member

[Redacted signature]

Name: Mary J. Pechous Title: Assistant Secretary

Administrative Assistant

[Redacted signature]

646, L.P

Manager General partner
(Title)

[Redacted signature]

Assistant General Counsel
(Title)

[Redacted signature]

Contracting Officer
General Services Administration
819 Taylor Street
Fort Worth, TX 76102-6105