

SUPPLEMENTAL LEASE AGREEMENT

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| SUPPLEMENTAL LEASE AGREEMENT NO. 2 | TO LEASE NO. GS-07B-16853 | DATE 5-31-12 | PAGE 1 of 1 |
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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 to establish the effective date of the lease and accept the space.

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:

- I. Paragraph 2 of the Lease is hereby deleted in its entirety and replaced with the following:
 - "2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning January 5, 2012 through January 4, 2022, subject to termination and renewal rights as may be hereinafter set forth."

- II. Paragraph 9 of the Lease is hereby deleted in its entirety and replaced with the following:
 - "9. The total cost of Tenant Improvements equals \$395,477.96. In accordance with the SFO paragraph entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the amount of \$356,212.50 (10,325 USF x \$34.50) shall be amortized through the rent for five years at the rate of 6.75%. The balance of the Tenant Improvements, in the amount of \$39,265.46, shall be reimbursed by the Government as a lump sum after completion, inspection, and acceptance of the space, and upon receipt by the Government of an original invoice from the Lessor."

- III. Paragraph 10 of the Lease is hereby deleted in its entirety and replaced with the following:
 - "10. In accordance with Subsection B(9) of the SFO paragraph entitled *Tax Adjustment*, the percentage of Government occupancy is established as 39.00% (10,922 RSF / 28,005 RSF). The Base Year for Real Estate Taxes is hereby established as 2012."

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

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

LESSOR

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| SIGNATURE INLAND AMERICAN LEAGUE CITY BAY COLONY LIMITED PARTNERSHIP, and 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, | NAME OF SIGNER [Redacted] |
| ADDRESS [Redacted] | Address [Redacted] |

IN PRESENCE OF

SIGNATURE
[Redacted]

ADDRESS
[Redacted]



UNITED STATES OF AMERICA

| |
|---|
| NAME OF SIGNER Eduardo Perez |
| OFFICIAL TITLE OF SIGNER Contracting Officer |