

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 23	DATE 8-3-09
	TO LEASE NO. GS- 07B- 14004	

ADDRESS OF PREMISES 919 Milam Street
Houston, TX 77002

THIS AGREEMENT, made and entered into this date by and between Transwestern 919 Milam, LP
 whose address is 150 N. Wacker Drive
 Suite 800
 Chicago, IL 60606

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 upon execution by the Government, as follows:

The purpose of this Supplemental Lease Agreement (SLA) is to extend the term of the lease for four years (forty – eight (48) months) with an increase in annual rent, add an Adjustment for Vacant Premises per paragraph 3.11 of the Solicitation for Offers R7-31-92 and to clarify Paragraph 4 of LTX14004 concerning termination. Add paragraphs 23, 24 and 25 to this lease and amend paragraphs 2 of "U. S. Government Lease for Real Property , Supplemental Lease Agreement 2, dated July 1, 1994, and paragraph 2 of "U. S. Government Lease for Real Property , Supplemental Lease Agreement 12 (and 16), dated May 20, 2002 (September 5, 2006) in their entirety and replaced by the following:

"2. HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on May 27, 1994, through July 26, 2013, subject to termination and renewal rights as may be hereinafter set forth.

Effective July 27, 2009, the Government shall pay the lessor \$\$\$3,222,084.22 annually at the rate of \$268,507.02 per month in arrears. The rent for a lesser period shall be prorated.


23. If the incumbent lessor is the succeeding lessor to Solicitation for Offers 8TX2371, upon completion of tenant improvements of said requirement, this extension will be terminated and replaced by a new lease and no rental shall accrue on this extension after the effective date of termination. If the incumbent lessor is not the succeeding lessor, upon Government move out, an Adjustment for Vacant Premises space rate reduction will be in effect immediately upon the Government vacating said space. That rate will be an adjustment of \$2.37 per square foot per year (\$25.96 per rsf, \$2,952,534.64 annually, \$246,044.55 monthly).

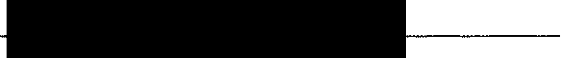
24. In conjunction with paragraph 23 above, if the incumbent lessor is not the succeeding lessor, and lessor leases all or part of the Government leased space to another tenant, then this lease shall either terminate upon lease of the entire square footage, or shall be reduced by the amount of square footage leased to the new tenant. Termination or reduction shall occur upon finalization of the new tenants space improvements.

25. Upon execution of this Supplemental Lease Agreement, each party forever, discharges, remises, and releases the other party, its agents, servants, employees, officials, successors, and assigns of and from all claims, demands, actions, suits, debts, charges, causes of action, and claims of liability, of any character, type or descriptions (including any claims for attorneys fees, interests, or other costs), that any party may have against the other arising from or relating to past delays and modifications arising under Lease No. GS-07B-14004."

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

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

LESSOR:  Milam, L.L.C.

BY:  Managing Director
(Title)

IN PRESENCE OF:  150 N. Wacker Dr. suite 800
Chicago IL 60606
(Address)

CONTRACTING OFFICER
 GENERAL SERVICES ADMINISTRATION
 819 TAYLOR ST., FT. WORTH, TX 76102
 (Official Title)