

**GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL AGREEMENT

No. 8

DATE

MAY 27 2008

LEASE NO. GS-11B-01932

ADDRESS OF PREMISES:
Liberty Square
450 Fifth Street, NW
Washington, DC 20001

THIS AGREEMENT, made and entered into this date by and between: **Judiciary Plaza Limited Partnership**

Whose address is: 1233 20th Street, NW
Suite 206
Washington, DC 20001

And whose interest in the property hereinafter described is that of the Owner, 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 covenant and agree that the said lease is hereby amended as follows:

1. In connection with the Government's phased occupancy of the Premises, the Government accepts Phase 2, consisting of a portion of the Lower Level (42,093 BRSF), the Lobby (14,684 BRSF) and the entirety of floors 4, 7, 8 and 11 (161,733 BRSF) and Phase 5, consisting of the balance of the Lower Level (6,191 BRSF), of the Building as substantially complete as of February 28, 2008.

2. Per the Lease Schedule incorporated in SLA #3, rent shall commence for a portion of the Lower Level (34,835 BRSF for Phase 2 and 6,191 BRSF for Phase 5) and the Lobby (14,684 BRSF) totaling 55,710 BRSF as of January 17, 2008. The annual rent for Phases 2 and 5, as of January 17, 2008, shall be \$2,331,685.60, payable at a monthly rate \$194,307.13. It is agreed that rent commencement for the ADP room (7,258 BRSF), which was to have been January 17, 2008 per SLA #3, shall instead commence as of February 28, 2008. As of January 17, 2008, the total annual rent for Phase 1 and 4 as defined in SLA #6, and this portion of Phases 2 and 5 (a portion of the Lower Level and the Lobby) consisting of a total of 213,564 BRSF shall be \$8,938,504.83, payable at a monthly rate of \$744,875.40.

3. Per the Lease Schedule incorporated in SLA #3, rent shall commence for the entirety of Phase 2 and for Phase 5 in its entirety as of February 28, 2008, at an annual rent of \$9,404,632.69 for 224,701 BRSF, payable at a monthly rate of \$783,719.39. As of February 28, 2008, the new total annual rent for Phase 1, Phase 2, Phase 4 and Phase 5, consisting of 382,555 BRSF shall be \$18,011,451.92, payable at a monthly rent of \$1,334,287.66.

This document will not constitute a payment obligation until the date of execution by the United States. As a result, even though payments will be made retroactively, no money whatsoever is due under this agreement until thirty days after the date of execution by the Government's Contracting Officer.

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

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

LESSOR: Judiciary Plaza Limited Partnership

By: Brophy Properties, Inc.

BY

(signature)

By: CEI Realty, Inc.

BY

(signature)

President
(Title)

Senior Vice President
(Title)

IN THE PRESENCE OF

Deborah L. Delmacker
(signature)

(Address)

UNITED STATES OF AMERICA

BY

(signature)

Contracting Officer
(official Title)