

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 10	DATE APR 28 2009
	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. The entire space occupied by the Government under this lease is hereby defined, as follows: 13,603 BRSF (11,996 BOASF) on the C-2 Level, 13,636 BRSF (12,689 BOASF), 50,297 BRSF (45,938 BOASF) on the Lower Lobby Level, 17,683 BRSF (15,797 BOASF) on the 1st Floor, 33,815 BRSF (28,630 BOASF) on the 2nd Floor, 42,536 BRSF (37,142 BOASF) on the 3rd Floor, 42,706 BRSF (37,142 BOASF) on the 4th Floor, 42,706 BRSF (37,142 BOASF) on the 5th Floor, 42,706 BRSF (37,142 BOASF) on the 6th Floor, 42,706 BRSF (37,142 BOASF) on the 7th Floor, 42,706 BRSF (37,142 BOASF) on the 8th Floor, 25,143 BRSF (20,330 BOASF) on the 9th Floor, 33,615 BRSF (28,441 BOASF) on the 10th Floor, and 33,615 (28,441 BOASF) on the 11th Floor, for a total occupancy of office space of 477,473 BRSF (415,114 BOASF) and the entire parking garage consisting of 242 parking spaces.
2. The Lease Commencement Date, using a weighted average of all rents paid per the Acceptance Dates of Phases 1-5 and the Garage, memorialized in SLA #3 (Project Schedule), SLA #6 (Phase 1 & 4 Acceptance), SLA # 7 (Parking Garage Acceptance), SLA #8 (Phase 2 & 5 Acceptance) and SLA #9 (Phase 3 Acceptance), is hereby established as January 12, 2008. The term of the lease shall therefore be January 12, 2008 to January 11, 2023. The Lease Commencement Date set forth in this Paragraph is a composite Lease Commencement Date. The rent paid or owing by the Government under the Lease will not be affected by the establishment of this Lease Commencement Date and the Government shall continue to pay the Lessor rent as provided in the aforementioned SLAs (or elsewhere in the Lease).
3. The Government hereby acknowledges that it has received the entire Broker Commission Rent Credit of \$3,602,142.79, per Paragraph 6 of SLA #2.

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. Managing Member
 BY Raymond C. Brophy President
 (signature) Raymond C. Brophy (Title)
 By: GEI Realty, Inc. Manager
 BY Laurence C. Nussdorf President
 (signature) Laurence C. Nussdorf (Title)

IN THE PRESENCE OF
Valerie Hillier
 (signature)
 5225 Wisconsin Ave, NW
 Suite 601
 Washington, DC 20015
 (Address)

UNITED STATES OF AMERICA
 BY Joel T. Berelson Contracting Officer
 (signature) Joel T. Berelson (official Title)