GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 7 TO LEASE NO. GS-11B-12576
ADDRESS OF PREMISES 2530 Crystal Drive Arlington, Virginia 22202-3933	PDN Number: N/A

THIS AMENDMENT is made and entered into between

LCPC Pentagon Property LLC

whose address is: c/o Beacon Capital Partners, LLC
200 State Street, 5th floor
Boston, Massachusetts 02109-2628

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 for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

1. **Premises**. The Lessor hereby continues to lease to the Government a total of 558,187 Rentable Square Feet (RSF) of office and related space, consisting of 496,760 ANSI/BOMA Office Area square feet (ABOA) in the building known as The Zachary Taylor Building (Pentagon Center I), consisting of the entirety of the 1st through 13th floors located at 2530 Crystal Drive, Arlington, VA 22202 together with 10 structured parking spaces (the "Premises").

2. **Extension**. The term of the Lease is hereby renewed for a period of five (5) years, from May 1, 2023, through April 30, 2028 (the "Option Term 2, Years 10-15").

3. **Base Rent**. Notwithstanding Section 1.06 of the Lease, effective as of May 1, 2023, the Government shall pay the Lessor the base annual rent of (b) (4) [redacted] at the rate of (b) (4) [redacted] per month in arrears for the entirety of Option Term 2, subject to annual Operating Cost and Real Estate Tax adjustments (as more particularly set forth below). Rent for a lesser period shall be prorated.

This Lease Amendment contains ~~8~~ 10 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE [redacted]

Signature:
Name: Je
Title: A
Entity: LCPC Pentagon Center, LLC
Date: 12/22/2021

WITN [redacted]

Signatu
Name: Darian A. LeBlanc
Title: Executive Vice Chairman
Date: 12/22/2021

FOR THE GOVERNMENT:

Signature: [redacted]
Name: Thomas B. Malone
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 2/24/2022

4. **Operating Cost**. The Operating Cost Base shall continue from Year 1 of the existing Lease term, subject to continuing annual adjustments as outlined in Paragraph 2.09 of the Lease. In accordance with the existing Lease, the Operating Cost Base is established at (b) (4) [redacted]. The Government shall continue to pay all accrued Operating Costs in addition to the Base Rent.

5. **Real Estate Taxes**. The Real Estate Tax Base shall be the unadjusted real estate taxes for the first full tax year following the commencement of the Base Lease (Lease Year 1 – 2013). The tax payments shall continue in accordance with Paragraph 2.07 of the Lease. For the purposes of calculating the Government's share of real estate taxes, the Government's percentage of occupancy shall be 100% of the building.

6. **Cyclical Re-painting and Carpet Replacement.** In accordance with Paragraph 6.12 (A) & 6.12 (B) of the lease, within 30 calendar days of receipt of this executed Lease amendment, Lessor shall co-ordinate a schedule for completion of cyclical repainting and carpet replacement that is acceptable to the Government.

7. **Condition of the Premises**. The Government agrees to accept the Premises in its "as-existing" condition during the renewal period. The intent of this qualification is to recognize that the government finds such condition to be at least minimally acceptable regarding the Government's occupancy of the space. The acceptance of the Premises "as-existing" does not relieve the Lessor from its ongoing obligation to maintain and repair the building shell and life safety in compliance with the standards set forth in the Lease. Notwithstanding anything to the contrary contained in the Lease, Lessor is under no obligation to make any tenant improvements or provide any allowance in connection with Option Term 2, other than any standard Lessor maintenance obligations set forth in the Lease.

8. **Brokerage Commissions.** No brokerage commissions shall be paid to a National Broker Contractor or any other party representing the Government as a result of this lease renewal.

9. **General Clauses:** FAR Clause 52.204-25, titled "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Service or Equipment and attached to this LA, shall be added to the General Clauses (GSA Form 3517B) of the Lease.

FAR Clause 52.204-25 (3 Pages)

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause

applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

***Offerors' Initial Representation**: Complete the representation below, sign and return to the LCO or his/her designee. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.*

***Lessors' Representation**: Complete the annual representation below, sign and return to the ALCO or his/her designee via GSA's Real Estate Tax portal at ret.gsa.gov, or subsequent portal.*

***Novation Transferees' Representation**: Complete the representation below, sign and return to the ALCO or his/her designee along with other required novation documentation.*

(b) (5), (b) (7)(F)

[redacted]

(b) (5), (b) (7)(F)

[redacted]

(b) (5), (b) (7)(F)

(b) (5), (b) (7)(F)

(b) (5), (b) (7)(F)

[redacted]