GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 41 TO LEASE NO. GS-11B-01932
ADDRESS OF PREMISES Liberty Square 450 5th Street, NW Washington, DC 20001	PDN Number: N/A

THIS AMENDMENT is made and entered into between **JUDICIARY PLAZA, LLC**

whose address is: c/o Brophy Properties, Inc.
5225 Wisconsin Avenue, NW, Suite 601
Washington, DC 20015-2024

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 Government shall continue to lease and have the use of the currently leased Premises being 477,473 BOMA Rentable Square Feet (BRSF), yielding 415,114 BOMA Office Area Square Feet (BOASF), of office and related space, together with 242 reserved parking space (the entire parking garage), in the building known as Liberty Square, 450 5th Street, NW, Washington, DC 20001 (the "Building") during the extended firm term of the Lease as provided in Paragraph 2 below.

2. **Extension Term**. The term of the Lease is hereby extended for a period of thirty (30) months (the "Extension Term"), commencing January 12, 2023 (the "Extension Term Commencement Date") and ending July 11, 2025 (the "Expiration Date").

3. **Annual Rent**. Effective January 12, 2023, the annual rent during the Extension Term shall be **$24,827,293.66,** payable at a rate of $2,068,941.14 per month in arrears. The annual rent consists of an office and related space rent of $23,849,776.35 ($49.95/BRSF), payable at a rate of $1,987,481.36 per month in arrears and a parking rent of $977,517.31 for the parking garage, payable at a rate of $81,459.78 per month in arrears. Rent for any partial months shall be prorated. The annual rent for the Extension Term includes all rights, services, repairs, alterations, improvements, and utilities currently provided under the Lease, with the exception of any services currently being paid via lump sum payment to the Lessor which will continue to be paid separately from the

This Lease Amendment contains 9 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 LESSOR:

(b) (6) [redacted]

Name: Andrew Brophy

Title: Manager

Entity: Judiciary Plaza, LLC

Date: 02/08/2022

FOR THE GOVERNMENT:

(b) (6) [redacted]

Name: Sean J. McNeal

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 3/8/2022

WITNESSED FOR THE LESSOR BY:

(b) (6) [redacted]

Name: Brenda Pivirotto

Title: Vice President

Date: 02/08/2022

annual rent by the Government to the extent the Government elects to continue such services during the Extension Term.

4. **Condition of Premises**. The Government agrees to accept the Leased Premises and the Building Shell Requirements as "existing", subject to the Lessor's representation that such items are in good repair and provide a tenantable condition. The intent of this qualification is to recognize that the Government finds such items or conditions to be at least minimally acceptable with regard to the Government's occupancy of the space. Nonetheless, such items or conditions are to be "in good repair and tenantable condition" at the time of the Extension Term Commencement Date. The acceptance of the Leased Premises "as existing" does not relieve the Lessor from the obligation in the Lease to maintain and repair the building shell and life safety in compliance with the standards set forth in the Lease. Further, Lessor is under no obligation to provide the Government any Tenant Improvement Allowance in connection with the Extension Term and no cyclical re-painting or re-carpeting of the leased space shall be required during the remainder of the lease term as hereby extended.

5. **Operating Costs**. Effective January 12, 2023, the base for operating cost adjustments during the Extension Term shall be reestablished as (b) (4) [redacted] Annual operating cost adjustments, pursuant to Paragraph 3.6 of the SFO, shall continue during the Extension Term with the first adjustment due as of January 12, 2024, the first anniversary of the Extension Term Commencement Date.

6. **Real Estate and BID Taxes**. The base for real estate and BID tax adjustments during the Extension Term shall be reset to the taxes assessed and paid for District of Columbia Fiscal Year 2023 (October 1, 2022 to September 30, 2023). The Government will continue to pay adjustments in the real estate and BID taxes, pursuant to Paragraphs 3.4 and 3.20 of the SFO. In the event the Lessor elects to seek a reduction in the tax assessment, the cost of seeking such reduction, provided it is based on a percentage of the tax savings achieved, shall be included in the applicable tax billing as part of the assessed and paid taxes. The Government's percentage of occupancy shall remain at 99.03% (Government leased space of 477,473 BRSF divided by the total Building space of 482,150 BRSF).

7. **Parking**. Effective January 12, 2023, the annual parking rent shall be $977,517.31. The parking rent shall be subject to escalation of 2.0% annually during the Extension Term with the first escalation due on January 12, 2024.

8. **Commission and Commission Credit**. Savills, Inc. (Broker) is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Broker have agreed to a cooperating lease commission of (b) (4) [redacted]) of the lease value for the Extension Term (exclusive of parking). The total amount of the Commission is agreed to be (b) (4) [redacted] and shall be deemed earned upon execution of this Lease Amendment. Only (b) (4) [redacted] **of** the Commission, will be payable to Broker with the remaining (b) (4) [redacted] (the "Commission Credit") to be credited to the shell rent portion of the annual rental payments due and owing beginning as of the first full month of the Extension Term. The portion of the Commission payable to Broker shall be paid (b) (4) [redacted]) upon complete execution of this Lease Amendment and (b) (4) [redacted] (b) (4) [redacted] on or before December 15, 2022. The shell portion of the rental payments due and owing for the month of February 2023 shall be reduced to fully recapture the Commission Credit as indicated in this schedule for adjusted Monthly Rent:

February 2023 Rental Payment of (b) (4) [redacted] minus the Commission Credit of (b) (4) [redacted] equals (b) (4) [redacted] adjusted rent for February 2023.

9. Lessor agrees to all terms in the attached "Exhibit A" – FAR Clause 52.204-25 "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment and "Exhibit B" – GSAR Clause 552.270-34 "Access Limitations for High-Security Leased Space". Attached as "Exhibit C" is a completed Foreign Ownership and Financing Representation Form for High- Security Leased Space. For purposes of Exhibit B, the Government hereby agrees that the Lessor and its property management company and the various contractors and subcontractors of the property management company, who provide maintenance, operating, repair and cleaning services for the leased space shall continue to have access to the leased space in accordance with the existing security and access protocols and procedures under the current Lease, which shall remain in full force and effect

This document will not constitute a payment obligation until the date of execution by the Government. As a result, even though payment may be made retroactively, no rental payments are due under this agreement until (30) days after the date of execution.

EXHIBIT A - FAR Clause 52.204-25 "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment"

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)

EXHIBIT B - GSAR Clause 552.270-34 "Access Limitations for High-Security Leased Space"

ACCESS LIMITATIONS FOR HIGH-SECURITY LEASED SPACE (JUN 2021)

(a) The Lessor, including representatives of the Lessor's property management company responsible for operation and maintenance of the leased space, shall not—

(1) Maintain access to the leased space; or

(2) Have access to the leased space without prior approval of the authorized Government representative.

(b) Access to the leased space or any property or information located within that Space will only be granted by the Government upon determining that such access is consistent with the Government's mission and responsibilities.

(c) Written procedures governing access to the leased space in the event of emergencies shall be documented as part of the Government's Occupant Emergency Plan, to be signed by both the Government and the Lessor.

(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.*

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552.270-33 Foreign Ownership and Financing Representation for High-Security Leased Space.

FOREIGN OWNERSHIP AND FINANCING REPRESENTATION FOR HIGH-SECURITY LEASED SPACE (JUN 2021)

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

Financing means the process of raising or providing funds through debt or equity for purposes of meeting the requirements of the Lease, including, but not limited to, acquisition, maintenance, and construction of, or improvements to, the Property.

Foreign entity means a:
(i) Corporation, company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group that is headquartered or organized under the laws of a country that is not the United States or a state, local government, tribe, or territory within the United States; or
(ii) Government or governmental instrumentality that is not the United States Government.

Foreign person means an individual who is not:
(i) A United States citizen; or
(ii) An alien lawfully admitted for permanent residence in the United States.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror or Lessor, or that owns or controls one or more entities that control an immediate owner of the offeror or Lessor. No entity owns or exercises control of the highest-level owner.

Immediate owner means an entity, other than the offeror or Lessor, that has direct control of the offeror or Lessor. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests

among family members, shared facilities and equipment, and the common use of employees.

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) *Timing*. The Offeror or Lessor shall complete this representation when submitting a proposal. If the Offeror is the successful awardee, the Offeror (now Lessor) shall review, update, and provide this representation on an annual basis, reflecting all changes to immediate owner, highest-level owner and financing during the preceding 1-year period, starting one year from the Lease Term Effective Date through final payment of any contract. If the Lessor intends to transfer the lease to a successor in interest under the circumstances set forth in FAR 42.1204, the Lessor shall submit this representation to the Lease Contracting Officer with any request to novate the lease. The Offeror or Lessor is responsible for the currency, accuracy and completeness of the data disclosed, and for any liability resulting from the Government's reliance on inaccurate or incomplete data.

(c) *Immediate owner*.

(1) The Offeror or Lessor represents that it □ does or ■ does not have an immediate owner.

(2) If the Offeror or Lessor indicates "does" in paragraph (c)(1) of this clause, then enter the following information for the immediate owner. If the offeror or Lessor has more than one immediate owner (e.g., joint venture), then the offeror or Lessor shall provide the information for each entity.

Legal name (do not use a "doing business as" name)	
Unique entity identifier (if available)	

(3) If the Offeror or Lessor indicates "does" in paragraph (c)(1) of this clause, then complete this additional representation: Is the immediate owner a foreign entity?:
□ Yes or □ No.

(4) If the Offeror or Lessor indicates "does" in paragraph (c)(1) of this clause, then complete this additional representation: Is the immediate owner a foreign person?:
□ Yes or □ No.

(5) If the Offeror or Lessor indicates "Yes" in either paragraph (c)(3) or (4) of this clause, indicating that there is foreign ownership (as a foreign entity or foreign person), then enter the following information for the foreign owner (respond for each as applicable).

Physical address	
Country	

(d) *Highest-level owner.*

(1) The Offeror or Lessor represents that the immediate owner, if any, □ is or ■ is not owned or controlled by another entity?

(2) If the Offeror or Lessor indicates "is" in paragraph (d)(1) of this clause, indicating that the immediate owner is owned or controlled by another entity, then enter the following information for the highest-level owner.

Legal name (do not use a "doing business as" name)	
Unique entity identifier (if available)	

(3) If the Offeror or Lessor indicates "is" in paragraph (d)(1) of this clause, then complete this additional representation: Is the highest-level owner a foreign entity?: □ Yes or □ No.

(4) If the Offeror or Lessor indicates "is" in paragraph (d)(1) of this clause, then complete this additional representation: Is the highest-level owner a foreign person?: □ Yes or □ No.

(5) If the Offeror or Lessor indicates "Yes" in either paragraph (d)(3) or (4) of this clause, indicating that there is foreign ownership (as a foreign entity or foreign person), then enter the following information for the foreign owner (respond for each as applicable).

Physical address	
Country	

(e) *Financing entity.*

(1) The Offeror or Lessor represents that the financing □ does or ■ does not involve a foreign entity?

(2) The Offeror or Lessor represents that the financing □ does or ■ does not involve a foreign person?

(3) If the Offeror or Lessor indicates "does" in either paragraph (e)(1) or (2) of this clause, indicating foreign financing (as a foreign entity or foreign person), then enter the following information for the foreign financing (respond for each as applicable).

Legal name (do not use a "doing business as" name)	

Unique entity identifier (if available)	

Physical address	
Country	

(End of clause)

OFFEROR OR LESSOR NAME AND SIGNATURE	ANDREWT. BROPHY Name (b) (6) [redacted] Signature	15 DEC 2021 Date