GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 11 TO LEASE NO. GS-11B-02236
ADDRESS OF PREMISES: 1100 First Street, NE Washington, DC 20002	PDN Number:

THIS AMENDMENT is made and entered into between **UNIZO REAL ESTATE DC FOUR, LLC**

whose address is: c/o JLL Property Management
1100 First Street, NE, Washington, DC 20002-5049

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease. The purpose of this amendment is to extend the lease term.

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 **51,544 BOASF/ 61,017 BRSF** of office and related space on the entire 4th and 5th floors in the building located at 1100 First Street, NE, Washington, DC 20002.

2. **Extension Term**. The terms of the Lease is hereby extended for a period of sixty (60) months (the "Extension Term"), commencing as of June 26, 2021 (the "Extension Term Commencement Date") and ending on June 25, 2026 (the "Expiration Date"), subject to termination rights as may be hereinafter set forth.

This Lease Amendment contains 5 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:

UNIZO REAL ESTATE DC FOUR , LLC,
a Delaware limited liability company

By: UNIZO HOLDINGS U.S., LLC,
as sole member and managing member

By: UNIZO REAL ESTATE COMPANY, LIMITED,
as sole member and managing member

By: (b) (6) [redacted]
Name: Yuhei Yamaguchi
Title: President

Date: 10/5/2020

FOR THE GOVERNMENT:

DocuSigned by:
Signature: Lisa Richmond
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Name: Lisa Richmond
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 11/17/2020

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WITNESSED FOR THE LESSOR BY:

Signature: (b) (6) [redacted]
Name: JIRO MORIKAZU
Title: Co-President
Date: 10/5/2020

3. **Termination Option.** The Government shall have the right to terminate this Lease, in its entirety, effective June 25, 2024, by providing the Lessor written notice not less than one year prior to the proposed effective date of such termination, time being of the essence. No rental charges shall accrue after the effective date of termination, provided that the Government vacates and surrenders the entire Premises in the condition required by the Lease.

4. **Base Rent.** Effective June 26, 2021, the Government shall pay an annual rent of $2,878,171.89 **($47.17/BRSF**), payable at the rate of $239,847.66 per month in arrears. The annual rent has been derived as such: $2,293,813.32 ($37.59/BRSF) [Shell Rent] plus $584,358.57 ($9.58/BRSF) [Base Operating Cost plus $62,217.85 accumulated operating cost adjustments during the initial term.] Rent for a lesser period shall be prorated. The annual rent for the Extension Term includes all rights, services, repairs, alterations, improvements, and utilities currently provided under the Lease.

5. **Condition of Premises**. Paragraph 4(t) of the SF-2 shall be replaced in its entirety and replaced with the following language. The Government agrees to accept the Leased Premises and the Building Shell Requirements as "existing", and Lessor represents 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 Lease Commencement Date or any other specified dates(s). 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.

6. **Base for Operating Costs.** The Government's base for operating costs shall remain the same as in the existing lease, which is (b) (4) [redacted] The government will continue to pay CPI adjustments as outlined in the existing lease. .

7. **Base for Real Estate Taxes.** The base for real estate taxes shall remain the same as in the existing lease. The government will pay for increases in real estate taxes in excess of the established existing base amount and in accordance with the existing lease.

8. **Parking.** The Government shall have the right to acquire up to 22 parking permits at market rates not to exceed $300/unreserved per month for the first year. Parking permits shall be acquired via direct service contract between Government employees and the Lessor's parking contractor. All parking rates are subject to an acceptable market increase one time per lease year upon 60 days prior written notice. The rate must be mutually acceptable to both parties. .

9. **Commission and Commission Credit**. CBRE, INC. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is (b) (4) [redacted] and is earned upon execution of this Lease Amendment, payable according to the Commission Agreement signed between the two parties. Only (b) (4) [redacted] of the Commission, will be payable to CBRE, INC. 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 to fully recapture the Commission Credit.

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The Commission Credit shall be converted into rental abatement that equates to (b) (4) therefore the rental payment due and owing under the Lease for the first month of the Extension Term shall be (b) (4) Monthly rent for June 26, 2021 through June 25, 2026 is (b) (4)

10. 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".

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

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

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(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

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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)

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