UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended June 30, 2024

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from __________ to

Commission file number: 001-36834

EASTERLY GOVERNMENT PROPERTIES, INC.
(Exact Name of Registrant as Specified in Its Charter)

Maryland	**47-2047728**
(State of Incorporation)	**(IRS Employer Identification No.)**
2001 K Street NW, Suite 775 North, Washington, D.C.	**20006**
(Address of Principal Executive Offices)	**(Zip Code)**

(202) 595-9500
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock	DEA	New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of July 23, 2024, the registrant had 103,034,602 shares of common stock, $0.01 par value per share, outstanding.

INDEX TO FINANCIAL STATEMENTS

Easterly Government Properties, Inc.
Consolidated Balance Sheets (unaudited)
(Amounts in thousands, except share amounts)

	June 30, 2024	December 31, 2023
Assets		
Real estate properties, net	$ 2,417,749	$ 2,319,143
Cash and cash equivalents	14,814	9,381
Restricted cash	12,425	12,558
Tenant accounts receivable	71,273	66,274
Investment in unconsolidated real estate venture	280,085	284,544
Intangible assets, net	147,510	148,453
Interest rate swaps	2,465	1,994
Prepaid expenses and other assets	49,717	37,405
Total assets	$ 2,996,038	$ 2,879,752
Liabilities		
Revolving credit facility	72,500	79,000
Term loan facilities, net	274,181	299,108
Notes payable, net	844,939	696,532
Mortgage notes payable, net	209,283	220,195
Intangible liabilities, net	10,826	12,480
Deferred revenue	105,671	82,712
Accounts payable, accrued expenses and other liabilities	106,164	80,209
Total liabilities	1,623,564	1,470,236
Equity		
Common stock, par value $0.01, 200,000,000 shares authorized, 103,034,602 and 100,973,247 shares issued and outstanding at June 30, 2024 and December 31, 2023, respectively	1,030	1,010
Additional paid-in capital	1,810,678	1,783,338
Retained earnings	121,538	112,301
Cumulative dividends	(630,738)	(576,319)
Accumulated other comprehensive income	2,344	1,871
Total stockholders' equity	1,304,852	1,322,201
Non-controlling interest in Operating Partnership	67,622	87,315
Total equity	1,372,474	1,409,516
Total liabilities and equity	$ 2,996,038	$ 2,879,752

The accompanying notes are an integral part of these consolidated financial statements.

Easterly Government Properties, Inc.
Consolidated Statements of Operations (unaudited)
(Amounts in thousands, except share and per share amounts)

	For the three months ended June 30, 2024	For the three months ended June 30, 2023	For the six months ended June 30, 2024	For the six months ended June 30, 2023
Revenues				
Rental income	$ 72,183	$ 67,758	$ 142,929	$ 135,906
Tenant reimbursements	2,814	2,500	3,831	4,575
Asset management income	551	517	1,101	1,034
Other income	673	598	1,160	1,078
Total revenues	76,221	71,373	149,021	142,593
Expenses				
Property operating	18,118	17,629	34,710	35,517
Real estate taxes	7,843	7,619	16,072	15,087
Depreciation and amortization	24,086	22,619	47,886	45,700
Acquisition costs	408	444	827	905
Corporate general and administrative	7,128	7,024	13,583	14,319
Total expenses	57,583	55,335	113,078	111,528
Other income (expense)				
Income from unconsolidated real estate venture	1,377	1,418	2,792	2,820
Interest expense, net	(15,165)	(11,678)	(29,001)	(23,693)
Net income	4,850	5,778	9,734	10,192
Non-controlling interest in Operating Partnership	(239)	(675)	(497)	(1,198)
Net income available to Easterly Government Properties, Inc.	$ 4,611	$ 5,103	$ 9,237	$ 8,994
Net income available to Easterly Government Properties, Inc. per share:				
Basic	$ 0.04	$ 0.05	$ 0.09	$ 0.09
Diluted	$ 0.04	$ 0.05	$ 0.09	$ 0.09
Weighted-average common shares outstanding				
Basic	102,913,974	93,358,851	102,453,558	92,235,346
Diluted	103,200,622	93,641,382	102,729,699	92,508,651
Dividends declared per common share	0.265	$ 0.265	$ 0.530	$ 0.530

The accompanying notes are an integral part of these consolidated financial statements.

Easterly Government Properties, Inc.
Consolidated Statements of Comprehensive Income (Loss) (unaudited)
(Amounts in thousands)

	For the three months ended June 30,		For the six months ended June 30,	
	2024	2023	2024	2023
Net income	$ 4,850	$ 5,778	$ 9,734	$ 10,192
Other comprehensive gain (loss):				
Unrealized gain (loss) on interest rate swaps, net	(431)	3,107	471	1,094
Other comprehensive gain (loss)	(431)	3,107	471	1,094
Comprehensive income	4,419	8,885	10,205	11,286
Non-controlling interest in Operating Partnership	(239)	(675)	(497)	(1,198)
Other comprehensive (gain) loss attributable to non-controlling interest	22	(362)	2	(122)
Comprehensive income attributable to Easterly Government Properties, Inc.	$ 4,202	$ 7,848	$ 9,710	$ 9,966

The accompanying notes are an integral part of these consolidated financial statements.

Easterly Government Properties, Inc.
Consolidated Statements of Cash Flows (unaudited)
(Amounts in thousands)

	For the six months ended June 30, 2024	For the six months ended June 30, 2023
Cash flows from operating activities		
Net income	$ 9,734	$ 10,192
Adjustments to reconcile net income to net cash provided by operating activities		
Depreciation and amortization	47,886	45,700
Straight line rent	(1,774)	(1,365)
Income from unconsolidated real estate venture	(2,792)	(2,820)
Amortization of above- / below-market leases	(1,074)	(1,376)
Amortization of unearned revenue	(3,363)	(3,106)
Amortization of loan premium / discount	(552)	(543)
Amortization of deferred financing costs	1,505	1,031
Amortization of lease inducements	516	431
Distributions from investment in unconsolidated real estate venture	7,251	5,870
Non-cash compensation	2,389	2,967
Provision for credit losses	218	—
Net change in:		
Tenant accounts receivable	(3,025)	(754)
Prepaid expenses and other assets	(2,840)	(1,598)
Deferred revenue associated with operating leases	26,156	5,730
Principal payments on operating lease obligations	(332)	(218)
Accounts payable, accrued expenses and other liabilities	1,005	(1,089)
Net cash provided by operating activities	80,908	59,052
Cash flows from investing activities		
Real estate acquisitions and deposits	(58,215)	107
Additions to operating properties	(19,595)	(12,105)
Additions to development properties	(43,004)	(8,969)
Investment in loan receivable	(5,470)	—
Net cash used in investing activities	(126,284)	(20,967)
Cash flows from financing activities		
Payment of deferred financing costs	(7,417)	—
Issuance of common shares	7,982	52,414
Credit facility draws	153,500	53,750
Credit facility repayments	(160,000)	(66,250)
Term loan repayments	(25,000)	—
Issuance of notes payable	150,000	—
Repayments of mortgage notes payable	(10,590)	(17,812)
Dividends and distributions paid	(57,528)	(55,619)
Payment of offering costs	(271)	(56)
Net cash provided by (used in) financing activities	50,676	(33,573)
Net increase in Cash and cash equivalents and Restricted cash	5,300	4,512
Cash and cash equivalents and Restricted cash, beginning of period	21,939	17,274
Cash and cash equivalents and Restricted cash, end of period	$ 27,239	$ 21,786

The accompanying notes are an integral part of these consolidated financial statements.

Easterly Government Properties, Inc.
Consolidated Statements of Cash Flows (unaudited)
(Amounts in thousands)

Supplemental disclosure of cash flow information is as follows:

	For the six months ended June 30, 2024	For the six months ended June 30, 2023
Cash paid for interest (net of capitalized interest of $1,590 and $665 in 2024 and 2023, respectively)	$ 27,637	$ 23,555
Supplemental disclosure of non-cash information		
Additions to operating properties accrued, not paid	$ 8,377	$ 5,404
Additions to development properties accrued, not paid	32,786	2,350
Deferred financing costs accrued, not paid	371	—
Offering costs accrued, not paid	11	10
Deferred asset acquisition costs accrued, not paid	166	18
Unrealized gain on interest rate swaps, net	471	1,094
Properties acquired for Common Units	—	219
Exchange of Common Units for Shares of Common Stock		
Non-controlling interest in Operating Partnership	$ (18,793)	$ (140)
Common stock	14	—
Additional paid-in capital	18,779	140
Total	$ —	$ —

The accompanying notes are an integral part of these consolidated financial statements.

Easterly Government Properties, Inc.
Notes to the Consolidated Financial Statements (unaudited)

1. Organization and Basis of Presentation

The information contained in the following notes to the consolidated financial statements is condensed from that which would appear in the annual consolidated financial statements; accordingly, the consolidated financial statements included herein should be reviewed in conjunction with the consolidated financial statements for the fiscal year ended December 31, 2023, and related notes thereto, included in the Annual Report on Form 10-K of Easterly Government Properties, Inc. (the "Company") for the year ended December 31, 2023 filed with the U.S. Securities and Exchange Commission (the "SEC") on February 27, 2024.

The Company is a Maryland corporation that has elected to be taxed as a real estate investment trust ("REIT") under the Internal Revenue Code of 1986, as amended (the "Code"), commencing with its taxable year ended December 31, 2015. The operations of the Company are carried out primarily through Easterly Government Properties LP (the "Operating Partnership") and the wholly owned subsidiaries of the Operating Partnership. As used herein, the "Company," "we," "us," or "our" refer to Easterly Government Properties, Inc. and its consolidated subsidiaries and partnerships, including the Operating Partnership, except where context otherwise requires.

We are an internally managed REIT, focused primarily on the acquisition, development and management of Class A commercial properties that are leased to U.S. Government agencies that serve essential functions. We generate substantially all of our revenue by leasing our properties to such agencies, either directly or through the U.S. General Services Administration ("GSA"). Our objective is to generate attractive risk-adjusted returns for our stockholders over the long-term through dividends and capital appreciation.

We focus primarily on acquiring, developing and managing U.S. Government leased properties that are essential to supporting the mission of the tenant agency and strive to be a partner of choice for the U.S. Government, working closely with the tenant agency to meet its needs and objectives. We may also consider other potential opportunities to add properties to our portfolio, including acquiring properties leased to state and local governments with strong creditworthiness and other opportunities that directly or indirectly support the mission of select government agencies. As of June 30, 2024, we wholly owned 84 operating properties and nine operating properties through an unconsolidated joint venture (the "JV") in the United States, encompassing approximately 9.1 million leased square feet, including 91 operating properties that were leased primarily to U.S. Government tenant agencies, one operating property entirely leased to tenant agencies of a U.S. state government and one operating property that was entirely leased to a private tenant. As of June 30, 2024, our operating properties were 97% leased. For purposes of calculating percentage leased, we exclude from the denominator total square feet that was unleased and to which we attributed no value at the time of acquisition. In addition, we wholly owned two properties under development that we expect will encompass approximately 0.2 million leased square feet upon completion.

The Operating Partnership holds substantially all of our assets and conducts substantially all of our business. We are the sole general partner of the Operating Partnership and owned approximately 95.1% of the aggregate limited partnership interests in the Operating Partnership ("common units") as of June 30, 2024. We have elected to be taxed as a REIT and believe that we have operated and have been organized in conformity with the requirements for qualification and taxation as a REIT for U.S. federal income tax purposes commencing with our taxable year ended December 31, 2015.

Principles of Consolidation

The accompanying consolidated financial statements are presented on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America ("GAAP") and include the accounts of the Company, Easterly Government Properties TRS, LLC, Easterly Government Services, LLC, the Operating Partnership and its other subsidiaries. All significant intercompany balances and transactions have been eliminated in consolidation.

Basis of Presentation

The condensed consolidated financial statements included herein are unaudited; however, they include all adjustments (consisting only of normal recurring adjustments) which, in the opinion of management, are necessary to state fairly the consolidated financial position of the Company at June 30, 2024 and December 31, 2023, the consolidated results of operations for the three and six months ended June 30, 2024 and 2023, and the consolidated cash flows for the six months ended June 30, 2024 and 2023. The year-end consolidated balance sheet data was derived from audited financial statements but does not include all disclosures required by GAAP. The results of operations for the interim periods presented are not necessarily indicative of the results to be expected for the full year.

The preparation of the consolidated financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosures of contingent assets and liabilities at the date of the balance sheet, and the reported amounts of revenues and expenses during the reporting period. We base our estimates on historical experience and on various other assumptions that are believed to be reasonable under the circumstances, including the impact of extraordinary events, the results of which form the basis for making judgments about carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions.

2. Summary of Significant Accounting Policies

The significant accounting policies used in the preparation of our condensed consolidated financial statements are disclosed in our Annual Report on Form 10-K for the year ended December 31, 2023.

Recent Accounting Pronouncements Not Yet Adopted

In October 2023, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2023-06, Disclosure Improvements: Codification Amendments in Response to the SEC's Disclosure Update and Simplification Initiative ("ASU 2023-06"). ASU 2023-06 adds interim and annual disclosure requirements to GAAP at the request of the Securities and Exchange Commission (the "SEC"). The guidance in ASU 2023-06 is required to be applied prospectively and the GAAP requirements will be effective when the removal of the related SEC disclosure requirements is effective. If the SEC does not act to remove its related requirement by June 30, 2027, any related FASB amendments will be removed from the ASC and will not be effective. We do not anticipate that the adoption of ASU 2023-06 will have a material impact on our consolidated financial statements.

In December 2023, the FASB issued ASU 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures. The standard is intended to enhance the transparency and decision usefulness of income tax disclosures through changes to the rate reconciliation and income taxes paid information. The new standard is effective for annual periods beginning after December 15, 2024. We do not anticipate that the adoption of ASU 2023-09 will have a material impact on our consolidated financial statements.

3. Real Estate and Intangibles

Acquisitions

During the six months ended June 30, 2024, we acquired three operating properties in asset acquisitions, ICE – Dallas, ICE – Orlando, and HSI – Orlando for an aggregate purchase price of $52.1 million. We allocated the aggregate purchase price of these acquisitions based on the estimated fair values of the acquired assets and assumed liabilities as follows (amounts in thousands):

		Total
Real estate		
Land	$	13,108
Building		22,528
Acquired tenant improvements		6,568
Total real estate		42,204
Intangible assets		
In-place leases		6,984
Acquired leasing commissions		2,876
Total intangible assets		9,860
Purchase price	**$**	**52,064**

The intangible assets and liabilities of operating properties acquired during the six months ended June 30, 2024 have a weighted average amortization period of 13.9 years as of June 30, 2024. During the six months ended June 30, 2024, we included $1.3 million of revenues and $0.5 million of net income in our Consolidated Statements of Operations related to the operating properties acquired.

In addition to the above operating property activity, we acquired one land parcel for development, JUD – Flagstaff, during the six months ended June 30, 2024.

During the three and six months ended June 30, 2024, we incurred $0.4 million and $0.8 million of acquisition-related expenses, respectively, mainly consisting of internal costs associated with the property acquisitions.

Consolidated Real Estate and Intangibles

Real estate and intangibles consisted of the following as of June 30, 2024 (amounts in thousands):

	Total
Real estate properties, net	
Land	$ 241,061
Building and improvements	2,391,836
Acquired tenant improvements	92,517
Construction in progress	120,544
Accumulated depreciation	(428,209)
Total Real estate properties, net	2,417,749
Intangible assets, net	
In-place leases	287,587
Acquired leasing commissions	75,435
Above market leases	14,620
Payment in lieu of taxes	6,394
Accumulated amortization	(236,526)
Total Intangible assets, net	147,510
Intangible liabilities, net	
Below market leases	(72,037)
Accumulated amortization	61,211
Total Intangible liabilities, net	(10,826)

No operating properties were disposed of during the six months ended June 30, 2024.

The following table summarizes the scheduled amortization of our acquired above- and below-market lease intangibles for each of the five succeeding years as of June 30, 2024 (amounts in thousands):

	Acquired Above-Market Lease Intangibles	Acquired Below-Market Lease Intangibles
2024 (1)	$ 549	$ (1,284)
2025	1,097	(2,246)
2026	1,096	(2,008)
2027	1,096	(1,783)
2028	725	(1,238)

(1) Represents the six months ending December 31, 2024.

Above-market lease amortization reduces Rental income on our Consolidated Statements of Operations and below-market lease amortization increases Rental income on our Consolidated Statements of Operations.

4. Investment in Unconsolidated Real Estate Venture

The following is a summary of our investment in the JV (dollars in thousands):

Joint Venture	Ownership Interest	As of June 30, 2024
MedBase Venture	53.0%	$ 280,085

On October 13, 2021, we formed an unconsolidated real estate venture, which we refer to as the JV, with a global investor to fund the acquisition of a portfolio of ten properties anticipated to encompass 1,214,165 leased square feet (the “VA Portfolio”). We own a 53.0% interest in the JV, subject to preferred allocations as provided in the JV agreement. We have joint approval rights with our JV partner on major decisions, including those regarding property operations. As such, we hold a non-controlling interest in the joint venture and account for the JV under the equity method of accounting.

No operating properties were acquired by the JV during the six months ended June 30, 2024. As of June 30, 2024, nine of the ten properties in the VA Portfolio had been acquired by the JV.

5. Debt

At June 30, 2024, our consolidated borrowings consisted of the following (amounts in thousands):

Loan	Principal Outstanding June 30, 2024	Interest Rate [(1)]	Current Maturity
Revolving credit facility:			
2024 revolving credit facility [(2)]	$ 72,500	SOFR + 145 bps [(3)]	June 2028 [(4)]
Total revolving credit facility	**72,500**		
Term loan facilities:			
2016 term loan facility	100,000	5.63% [(5)]	January 2025
2018 term loan facility	175,000	5.23% [(6)]	July 2026
Total term loan facilities	275,000		
Less: Total unamortized deferred financing fees	(819)		
Total term loan facilities, net	**274,181**		
Notes payable:			
2017 series A senior notes	95,000	4.05%	May 2027
2017 series B senior notes	50,000	4.15%	May 2029
2017 series C senior notes	30,000	4.30%	May 2032
2019 series A senior notes	85,000	3.73%	September 2029
2019 series B senior notes	100,000	3.83%	September 2031
2019 series C senior notes	90,000	3.98%	September 2034
2021 series A senior notes	50,000	2.62%	October 2028
2021 series B senior notes	200,000	2.89%	October 2030
2024 series A senior notes	150,000	6.56%	May 2033
Total notes payable	850,000		
Less: Total unamortized deferred financing fees	(5,061)		
Total notes payable, net	**844,939**		
Mortgage notes payable:			
USFS II – Albuquerque	10,635	4.46% [(7)]	July 2026
ICE – Charleston	11,253	4.21% [(7)]	January 2027
VA – Loma Linda	127,500	3.59% [(7)]	July 2027
CBP – Savannah	9,119	3.40% [(7)]	July 2033
USCIS – Kansas City	51,500	3.68% [(7)]	August 2024
Total mortgage notes payable	**210,007**		
Less: Total unamortized deferred financing fees	(714)		
Less: Total unamortized premium/discount	(10)		
Total mortgage notes payable, net	**209,283**		
Total debt	**$ 1,400,903**		

(1) The current interest rate is not adjusted to include the amortization of deferred financing fees or debt issuance costs incurred in obtaining debt or any unamortized fair market value premiums.

(2) Our $400.0 million senior unsecured 2024 revolving credit facility (the “2024 revolving credit facility”) had available capacity of $327.4 million at June 30, 2024 which includes an accordion feature that provides us with additional capacity of up to $300.0 million, subject to syndication of the increase and the satisfaction of customary terms and conditions.

(3) Our 2024 revolving credit facility is subject to one interest rate swap with an effective date of June 23, 2023 and a notional value of $100.0 million, of which $25.0 million is associated with our 2024 revolving credit facility, to effectively fix the interest rate at 5.46% annually. The spread over the secured overnight financing rate (“SOFR”) is based on our consolidated leverage ratio, as defined in our 2024 revolving credit facility agreement. Additionally at June 30, 2024, $34.0 million of amounts outstanding under our 2024 revolving credit facility had a floating rate of 5.33% under USD Term SOFR and the remaining $13.5 million outstanding under our 2024 revolving credit facility had a floating rate of 5.31% under USD SOFR with a five day lookback.

(4) Our 2024 revolving credit facility has two six-month as-of-right extension options subject to certain conditions and the payment of an extension fee.

(5) Our 2016 term loan facility (our “2016 term loan facility”) is subject to one interest rate swap with an effective date of June 23, 2023 and a notional value of $100.0 million, which effectively fixes the interest rate at 5.63% annually. The spread over SOFR is based on our consolidated leverage ratio, as defined in our 2016 term loan facility agreement.
(6) Our 2018 term loan facility (as amended, our “2018 term loan facility”) is subject to two interest rate swaps with an effective date of June 23 and September 29, 2023 and an aggregate notional value of $200.0 million, of which $175.0 million is associated with our 2018 term loan facility, to effectively fix the interest rate at 5.23% annually. The spread over SOFR is based on our consolidated leverage ratio, as defined in our 2018 term loan facility agreement.
(7) Effective interest rates are as follows: USFS II – Albuquerque 3.92%, ICE – Charleston 3.93%, VA – Loma Linda 3.78%, CBP – Savannah 4.12%, USCIS – Kansas City 2.05%.

As of June 30, 2024, the net carrying value of real estate collateralizing our mortgages payable totaled $309.7 million. See Note 7 for the fair value of our debt instruments.

On April 1, 2024, we used $8.4 million of available cash to extinguish the mortgage note obligation on VA – Golden.

2024 Senior Note Agreement

On May 29, 2024, we entered into a master note purchase agreement pursuant to which the Operating Partnership will issue and sell an aggregate of up to $200 million of fixed rate, senior unsecured notes (“Senior Notes”) consisting of (i) 6.56% Series A Senior Notes due May 29, 2033 (“Series A Senior Notes”), in an aggregate principal amount of $150.0 million, and (ii) 6.56% Series B Senior Notes due August 14, 2033 (“Series B Senior Notes”), in an aggregate principal amount of $50.0 million. The Series A Senior Notes were issued on May 29, 2024 and the Series B Senior Notes are expected to be issued on or around August 14, 2024, subject to customary closing conditions. We, together with various subsidiaries of the Operating Partnership, have guaranteed the Series A Senior Notes (and will guarantee the Series B Senior Notes, once issued).

2024 Revolving Credit Facility

On June 3, 2024, we entered into a credit agreement (the “2024 Credit Agreement”) that provides for a $400.0 million senior unsecured revolving credit facility which includes an accordion feature that provides us with additional capacity of up to $300.0 million, subject to syndication of the increase and the satisfaction of customary terms and conditions. The 2024 revolving credit facility has an initial four-year term and will mature in June 2028, with two six-month as-of-right extension options, subject to certain conditions and the payment of an extension fee.

Borrowings under the 2024 revolving credit facility will, at the Operating Partnership's option, bear interest at floating rates equal to either (i) a fluctuating rate equal to the sum of (a) the highest of (x) Citibank, N.A.'s base rate, (y) the federal funds effective rate plus 0.50% and (z) the one-month adjusted term SOFR plus 1.00%, plus, in each case, (b) a margin ranging from 0.20% to 0.80% based on our leverage ratio, (ii) the daily simple SOFR plus a credit spread adjustment of 0.10% (the “Adjusted DSS”), or (iii) the term SOFR, plus a credit spread adjustment of 0.10% (the “Term SOFR”), plus, in the case of borrowings bearing interest at Adjusted DSS or Term SOFR, a margin ranging from 1.20% to 1.80% based on our leverage ratio.

2021 Revolving Credit Facility

We are also party to the second amended and restated credit agreement, dated July 23, 2021, as amended by the first amendment, dated as of July 22, 2022, the second amendment, dated as of November 23, 2022, and the third amendment, dated as of May 30, 2023 (as amended, restated, or otherwise modified from time to time, the “2021 Credit Facility”), which provides for (i) a $450.0 million senior unsecured revolving credit facility (the “2021 revolving credit facility”) and (ii) our 2018 term loan facility.

Effective on June 3, 2024 upon the entry into the 2024 Credit Agreement and the prepayment of all amounts outstanding under the 2021 revolving credit facility, the component of the 2021 Credit Facility providing for the 2021 revolving credit facility, including all unused commitments, was terminated. Other than the foregoing, the terms of the 2021 Credit Facility remain unchanged and our 2018 term loan facility remains outstanding. We recognized an aggregate $0.3 million loss on debt extinguishment during the three months ended June 30, 2024 which is included in interest expense, net on our Consolidated Statement of Operations.

Term Loan Facilities

On January 23, 2024, we entered into the seventh amendment to the senior unsecured term loan agreement, dated as of September 29, 2016, that governs our 2016 term loan facility to extend the maturity date of our 2016 term loan facility from March 29, 2024 to January 30, 2025.

On June 3, 2024, we repaid $25.0 million of amounts outstanding under our 2018 term loan facility using available cash derived from the issuance of Series A Senior Notes.

On July 8, 2024, we used $0.5 million of available cash to pay down a portion of our 2018 term loan facility.

On July 15, 2024, we amended the credit agreements governing our 2016 and 2018 term loan facilities to conform certain definitions related to leverage covenants to the provisions of the 2024 Credit Agreement.

Financial Covenant Considerations

As of June 30, 2024, we were in compliance with all financial and other covenants related to our debt.

6. Derivatives and Hedging Activities

The following table sets forth the key terms and fair values of our interest rate swap derivatives, each of which was designated as a cash flow hedge as of June 30, 2024. We entered into these interest rate swap derivatives to reduce our exposure to the variability in future cash flows attributable to changes in our floating rate debt (amounts in thousands):

Notional Amount	Fixed Rate	Floating Rate Index	Effective Date	Expiration Date	Fair Value
$ 100,000	4.01 %	USD-SOFR with -5 Day Lookback	June 23, 2023	March 23, 2025	$ 770
$ 100,000	4.18 %	USD-SOFR with -5 Day Lookback	June 23, 2023	December 23, 2024	$ 488
$ 100,000	3.70 %	USD-SOFR with -5 Day Lookback	September 29, 2023	June 29, 2025	$ 1,207

The table below sets forth the fair value of our interest rate derivatives as well as their classification on our Consolidated Balance Sheet (amounts in thousands):

Balance Sheet Line Item	As of June 30, 2024
Interest rate swaps	$ 2,465

Cash Flow Hedges of Interest Rate Risk

The gains or losses on derivatives designated and that qualify as cash flow hedges are recorded in Accumulated other comprehensive income (“AOCI”) and will be reclassified to interest expense in the period that the hedged forecasted transactions affect earnings on our variable rate debt.

We estimate that $4.4 million will be reclassified from AOCI as a decrease to interest expense over the next 12 months.

The table below presents the effects of our interest rate derivatives on our Consolidated Statements of Operations and Comprehensive Income (Loss) (amounts in thousands):

	For the three months ended June 30,		For the six months ended June 30,	
	2024	2023	2024	2023
Unrealized gain recognized in AOCI	$ 597	$ 4,842	$ 2,529	$ 4,336
Gain reclassified from AOCI into interest expense	1,028	1,735	2,058	3,242

Credit-Risk-Related Contingent Features

We have agreements with each of our derivative counterparties that contain a provision where we could be declared in default on our derivative obligations if repayment of the underlying indebtedness is accelerated by the lender due to our default on such indebtedness. As of June 30, 2024, we were not in a net liability position with any derivative counterparty. As of June 30, 2024, we were in compliance with these agreements and had not posted any collateral related to these agreements.

7. Fair Value Measurements

Accounting standards define fair value as the exit price, or the amount that would be received upon sale of an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The standards also establish a hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. Observable inputs are inputs market participants would use in valuing the asset or liability developed based on market data obtained from sources independent of us. Unobservable inputs are inputs that reflect our assumptions about the factors market participants would use in valuing the asset or liability developed based upon the best information available in the circumstances. The hierarchy of these inputs is broken down into three levels: Level 1, defined as observable inputs such as quoted prices in active markets; Level 2, defined as inputs other than quoted prices in active markets that are either directly or indirectly observable; and Level 3, defined as unobservable inputs in which little or no market data exists, therefore requiring an entity to develop its own assumptions. Categorization within the valuation hierarchy is based upon the lowest level of input that is most significant to the fair value measurement.

Recurring fair value measurements

The fair values of our interest rate swaps are determined using widely accepted valuation techniques, including discounted cash flow analysis, on the expected cash flows of each derivative. This analysis reflects the contractual terms of the derivatives, including the period to maturity, and uses observable market-based inputs, including interest rate curves and implied volatilities in such interest rates. While we determined that the majority of the inputs used to value our derivatives fall within Level 2 of the fair value hierarchy, the credit valuation adjustments associated with our derivatives utilize Level 3 inputs, such as estimates of current credit spreads to evaluate the likelihood of default by us and our counterparties. We have determined that the significance of the impact of the credit valuation adjustments made to our derivative contracts, which determination was based on the fair value of each individual contract, was not significant to the overall valuation. As a result, all of our derivatives held as of June 30, 2024 were classified as Level 2 of the fair value hierarchy.

The carrying values of cash and cash equivalents, restricted cash, accounts receivable, other assets and accounts payable and accrued expenses are reasonable estimates of fair values because of the short maturities of these instruments. The table below presents our assets measured at fair value on a recurring basis as of June 30, 2024, aggregated by the level in the fair value hierarchy within which those measurements fall (amounts in thousands):

	As of June 30, 2024		
Balance Sheet Line Item	**Level 1**	**Level 2**	**Level 3**
Interest rate swaps	$ —	$ 2,465	$ —

For our disclosure of debt fair values, we estimated the fair value of our 2016 term loan facility and our 2018 term loan facility based on the variable interest rate and credit spreads (categorized within Level 3 of the fair value hierarchy) and estimated the fair value of our other debt based on the discounted estimated future cash payments to be made on such debt (categorized within Level 3 of the fair value hierarchy); the discount rates used approximate current market rates for loans, or groups of loans, with similar maturities and credit quality, and the estimated future payments included scheduled principal and interest payments. Fair value estimates are made as of a specific point in time, are subjective in nature and involve uncertainties and matters of significant judgment. Settlement at such fair value amounts may not be possible and may not be a prudent management decision.

Financial assets and liabilities not measured at fair value

As of June 30, 2024, all financial instruments and liabilities were reflected in our balance sheets at amounts which, in our estimation, reasonably approximated their fair values, except for the following:

	As of June 30, 2024	
Financial liabilities	**Carrying Amount (1)**	**Fair Value (2)**
2024 revolving credit facility	$ 72,500	$ 72,500
2016 term loan facility	$ 100,000	$ 100,000
2018 term loan facility	$ 175,000	$ 175,000
Notes payable	$ 850,000	$ 764,001
Mortgages payable	$ 210,007	$ 196,983

(1) The carrying amount consists of principal only.
(2) We deem the fair value measurement of the financial liability instrument a Level 3 measurement.

8. Equity Incentive Plan

The following is a summary of our stock-based compensation expense for the three and six months ended June 30, 2024 and 2023, respectively:

	For the three months ended June 30,		For the six months ended June 30,	
	2024	2023	2024	2023
Stock-based compensation expense	$ 1,160	$ 1,299	$ 2,389	$ 2,967

Stock-based compensation expense is included within corporate general and administrative expenses on our Consolidated Statements of Operations.

On January 2, 2024, we granted an aggregate of 201,150 service-based LTIP units and 193,993 performance-based LTIP units to members of management pursuant to the 2015 Equity Incentive Plan (the "2015 Plan"). The service-based LTIP units vest on December 31, 2026 subject to the grantee's continued employment and the other terms of the awards. The performance-based LTIP units consisted of (i) 77,256 LTIP units that are subject to us achieving certain total shareholder return performance thresholds (on both an absolute and relative basis) and (ii) 116,737 LTIP units that are subject to us achieving certain operational performance hurdles, in each case through a performance period ending on December 31, 2026. The performance-based LTIP units will vest to the extent earned following the end of the performance period on December 31, 2026, conditioned on the board of directors approval.

On January 19, 2024, we granted 69,419 performance-based LTIP units to members of management pursuant to the 2015 Plan that are subject to us achieving certain total shareholder return performance thresholds (on a relative basis) through a performance period ending on December 31, 2026. The performance-based LTIP units will vest to the extent earned following the end of the performance period on December 31, 2026, conditioned on the board of directors approval.

Pursuant to the 2015 Plan, the significant assumptions used to value the performance-based LTIP units using a Monte Carlo Simulation (risk -neutral approach) include expected volatility (24.0%), dividend yield (6.6% - 6.7%), risk-free interest rate (4.1%) and expected life (3 years).

On May 17, 2024, at our 2024 annual meeting of stockholders, the stockholders approved the Easterly Government Properties, Inc. 2024 Equity Incentive Plan (the "2024 Plan"). The 2024 Plan replaced the 2015 Plan and no further awards will be granted under the 2015 Plan. The maximum number of shares of common stock reserved for issuance under the 2024 Plan is 3,600,000.

On June 14, 2024, in connection with our 2024 annual meeting of stockholders, we issued an aggregate of 35,623 shares of restricted stock and 13,601 LTIP units to our non-employee directors pursuant to the 2024 Plan. The LTIP units grants will vest upon the earlier of the anniversary of the date of the grant or the next annual stockholder meeting, so long as the grantee remains a director on such date.

Pursuant to the 2024 Plan, the significant assumptions used to value the service-based LTIP units using a Monte Carlo Simulation (risk -neutral approach) include expected volatility (27.0%), dividend yield (7.8%), risk-free interest rate (5.2%) and expected life (0.9 years).

9. Equity

The following table summarizes the changes in our stockholders' equity for the three months ended June 30, 2024 and 2023 (amounts in thousands, except share amounts):

	Shares	Common Stock Par Value	Additional Paid-in Capital	Retained Earnings	Cumulative Dividends	Accumulated Other Comprehensive Income	Non-controlling Interest in Operating Partnership	Total Equity
Three months ended June 30, 2024								
Balance at March 31, 2024	102,354,702	$ 1,024	$ 1,801,304	$ 116,927	$ (603,443)	$ 2,753	$ 69,281	$ 1,387,846
Stock based compensation	—	—	77	—	—	—	1,083	1,160
Dividends and distributions paid ($0.265 per share)	—	—	—	—	(27,295)	—	(1,548)	(28,843)
Grant of unvested restricted stock	35,623	—	—	—	—	—	—	—
Redemption of common units for shares of common stock	54,630	—	705	—	—	—	(705)	—
Issuance of common stock, net	589,647	6	7,886	—	—	—	—	7,892
Unrealized loss on interest rate swaps	—	—	—	—	—	(409)	(22)	(431)
Net income	—	—	—	4,611	—	—	239	4,850
Allocation of non-controlling interest in Operating Partnership	—	—	706	—	—	—	(706)	—
Balance at June 30, 2024	103,034,602	$ 1,030	$ 1,810,678	$ 121,538	$ (630,738)	$ 2,344	$ 67,622	$ 1,372,474
Three months ended June 30, 2023								
Balance at March 31, 2023	93,389,906	$ 934	$ 1,672,467	$ 97,388	$ (500,051)	$ 1,773	$ 167,528	$ 1,440,039
Stock based compensation	—	—	148	—	—	—	1,151	1,299
Dividends and distributions paid ($0.265 per share)	—	—	—	—	(24,755)	—	(3,401)	(28,156)
Grant of unvested restricted stock	25,800	—	—	—	—	—	—	—
Unrealized gain on interest rate swaps, net	—	—	—	—	—	2,745	362	3,107
Net income	—	—	—	5,103	—	—	675	5,778
Allocation of non-controlling interest in Operating Partnership	—	—	784	—	—	—	(784)	—
Balance at June 30, 2023	93,415,706	$ 934	$ 1,673,399	$ 102,491	$ (524,806)	$ 4,518	$ 165,531	$ 1,422,067

The following table summarizes the changes in our stockholders' equity for the six months ended June 30, 2024 and 2023 (amounts in thousands, except share amounts):

	Shares	Common Stock Par Value	Additional Paid-in Capital	Retained Earnings	Cumulative Dividends	Accumulated Other Comprehensive Income (Loss)	Non-controlling Interest in Operating Partnership	Total Equity
Six months ended June 30, 2024								
Balance at December 31, 2023	100,973,247	$ 1,010	$ 1,783,338	$ 112,301	$ (576,319)	$ 1,871	$ 87,315	$ 1,409,516
Stock based compensation	—	—	200	—	—	—	2,189	2,389
Dividends and distributions paid ($0.53 per share)	—	—	—	—	(54,419)	—	(3,109)	(57,528)
Grant of unvested restricted stock	35,623	—	—	—	—	—	—	—
Redemption of common units for shares of common stock	1,436,085	14	18,779	—	—	—	(18,793)	—
Issuance of common stock, net	589,647	6	7,886	—	—	—	—	7,892
Contribution of property for common units	—	—	—	—	—	—	—	—
Unrealized gain (loss) on interest rate swaps	—	—	—	—	—	473	(2)	471
Net income	—	—	—	9,237	—	—	497	9,734
Allocation of non-controlling interest in Operating Partnership	—	—	475	—	—	—	(475)	—
Balance at June 30, 2024	103,034,602	$ 1,030	$ 1,810,678	$ 121,538	$ (630,738)	$ 2,344	$ 67,622	$ 1,372,474
Six months ended June 30, 2023								
Balance at December 31, 2022	90,814,021	$ 908	$ 1,622,913	$ 93,497	$ (475,983)	$ 3,546	$ 166,101	$ 1,410,982
Stock based compensation	—	—	293	—	—	—	2,674	2,967
Dividends and distributions paid ($0.53 per share)	—	—	—	—	(48,823)	—	(6,796)	(55,619)
Grant of unvested restricted stock	32,486	—	—	—	—	—	—	—
Redemption of common units for shares of common stock	10,199	—	140	—	—	—	(140)	—
Issuance of common stock, net	2,559,000	26	52,206	—	—	—	—	52,232
Contribution of property for common units	—	—	—	—	—	—	219	219
Unrealized gain on interest rate swaps, net	—	—	—	—	—	972	122	1,094
Net income	—	—	—	8,994	—	—	1,198	10,192
Allocation of non-controlling interest in Operating Partnership	—	—	(2,153)	—	—	—	2,153	—
Balance at June 30, 2023	93,415,706	$ 934	$ 1,673,399	$ 102,491	$ (524,806)	$ 4,518	$ 165,531	$ 1,422,067

A summary of dividends declared by our board of directors per share of common stock and per common unit at the date of record is as follows:

Quarter	Declaration Date	Record Date	Payment Date	Dividend [(1)]
Q1 2024	April 25, 2024	May 9, 2024	May 21, 2024	0.265
Q2 2024	July 17, 2024	August 1, 2024	August 13, 2024	0.265

(1) Prior to the end of the performance period as set forth in the applicable LTIP unit award, holders of performance-based LTIP units are entitled to receive dividends per LTIP unit equal to 10% of the dividend paid per common unit. After the end of the performance period, the number of LTIP units, both vested and unvested, that LTIP award recipients have earned, if any, are entitled to receive dividends in an amount per LTIP unit equal to dividends, both regular and special, payable per common unit. Holders of LTIP units that are not subject to the attainment of performance goals are entitled to receive dividends per LTIP unit equal to 100% of the dividend paid per common unit beginning on the grant date.

ATM Programs

We entered into separate equity distribution agreements on each of December 20, 2019 (the “2019 ATM Program”) and June 22, 2021 (the “2021 ATM Program” and, together with the 2019 ATM Program, the “ATM Programs”) with various financial institutions pursuant to which we may issue and sell shares of our common stock having an aggregate offering price of up to $300.0 million under each ATM Program from time to time in negotiated transactions or transactions that are deemed to be “at the market” offerings as defined in Rule 415 under the Securities Act of 1933, as amended (the “Securities Act”). Under each of the ATM Programs, we may enter into one or more forward transactions (each, a “forward sale transaction”) under separate master forward sale confirmations and related supplemental confirmations with each of the various financial institutions party to the respective ATM Program for the sale of shares of our common stock on a forward basis.

The following table sets forth certain information with respect to issuances under the 2019 ATM Program during the six months ended June 30, 2024 (amounts in thousands except share amounts):

	2019 ATM Program	
For the three months ended	Number of Shares Issued [(1)]	Net Proceeds [(1)]
March 31, 2024	—	$ —
June 30, 2024	589,647	7,903
Total	589,647	$ 7,903

(1) Shares issued by us, which were all issued in settlement of forward sale transactions. As of June 30, 2024, we had settled all of our outstanding forward sale transactions under the 2019 ATM Program. We accounted for the forward sale transactions as equity.

No sales of shares of our common stock were made under the 2021 ATM Program during the six months ended June 30, 2024.

As of June 30, 2024, we had approximately $300.0 million of gross sales of our common stock available under the 2021 ATM Program and $79.3 million of gross sales of common stock available under the 2019 ATM Program.

Share Repurchase Program

On April 28, 2022, our Board of Directors authorized a share repurchase program whereby we may repurchase up to 4,538,994 shares of our common stock, or approximately 5% of our outstanding shares as of the authorization date. We are not required to purchase shares under the share repurchase program, but may choose to do so in the open market or through privately negotiated transactions at times and amounts based on our evaluation of market conditions and other factors.

No repurchases of shares of our common stock were made under the share repurchase program during the six months ended June 30, 2024.

10. Earnings Per Share

Basic earnings or loss per share of common stock (“EPS”) is calculated by dividing net income attributable to common stockholders by the weighted average shares of common stock outstanding for the periods presented. Diluted EPS is computed after adjusting the basic EPS computation for the effect of dilutive common equivalent shares outstanding during the periods presented. Unvested restricted shares of common stock and unvested LTIP units are considered participating securities, which require the use of the two-class method for the computation of basic and diluted earnings per share.

The following table sets forth the computation of our basic and diluted earnings per share of common stock for the three and six months ended June 30, 2024 and 2023 (amounts in thousands, except per share amounts):

	For the three months ended June 30,		For the six months ended June 30,	
	2024	2023	2024	2023
Numerator				
Net income	$ 4,850	$ 5,778	$ 9,734	$ 10,192
Less: Non-controlling interest in Operating Partnership	(239)	(675)	(497)	(1,198)
Net income available to Easterly Government Properties, Inc.	4,611	5,103	9,237	8,994
Less: Dividends on participating securities	(135)	(151)	(283)	(299)
Net income available to common stockholders	$ 4,476	$ 4,952	$ 8,954	$ 8,695
Denominator for basic EPS	102,913,974	93,358,851	102,453,558	92,235,346
Dilutive effect of share-based compensation awards	15,534	16,689	21,314	20,448
Dilutive effect of LTIP units (1)	271,114	265,842	254,827	252,857
Dilutive effect of shares issuable under forward sale agreements (2)	—	—	—	—
Denominator for diluted EPS	103,200,622	93,641,382	102,729,699	92,508,651
Basic EPS	$ 0.04	$ 0.05	$ 0.09	$ 0.09
Diluted EPS	$ 0.04	$ 0.05	$ 0.09	$ 0.09

(1) During the three and six months ended June 30, 2024, there were 421,612 and 456,479 unvested performance-based LTIP units, respectively, that were not included in the computation of diluted EPS because to do so would have been antidilutive for the period. During both the three and six months ended June 30, 2023, there were 314,844 unvested performance-based LTIP units that were not included in the computation of diluted EPS because to do so would have been antidilutive for the period.

(2) During both the three and six months ended June 30, 2024, there were no underlying unsettled forward sale transactions that were not included in the computation of diluted EPS because to do so would have been antidilutive for the period. During both the three and six months ended June 30, 2023, there 1,700,000 shares of underlying unsettled forward sale transactions that were not included in the computation of diluted EPS because to do so would have been antidilutive for the period.

11. Leases

Lessor

We lease commercial space to the U.S. Government through the GSA or other federal agencies or nongovernmental tenants. These leases may contain extension options that are predominately at the sole discretion of the tenant. Certain of our leases contain a “soft-term” period of the lease, meaning that the U.S. Government tenant agency has the right to terminate the lease prior to its stated lease end date. While certain of our leases are contractually subject to early termination, we do not believe that our tenant agencies are likely to terminate these leases early given the build-to-suit features at the properties subject to the leases, the weighted average age of these properties based on the date the property was built or renovated-to-suit, where applicable (approximately 19.1 years as of June 30, 2024), the mission-critical focus of the properties subject to the leases and the current level of operations at such properties. Certain lease agreements include variable lease payments that, in the future, will vary based on changes in inflationary measures, real estate tax rates, usage, or share of expenditures of the leased premises.

The table below sets forth our composition of lease revenue recognized between fixed and variable components (amounts in thousands):

	For the three months ended June 30,		For the six months ended June 30,	
	2024	2023	2024	2023
Fixed	$ 67,049	$ 62,969	$ 132,485	$ 125,893
Variable	5,134	4,789	10,444	10,013
Rental income	72,183	67,758	142,929	135,906

Lessee

We lease corporate office space under operating lease arrangements in Washington, D.C. and San Diego, CA. The leases include variable lease payments that, in the future, will vary based on changes in real estate tax rates, usage, or share of expenditures of the leased premises. We have elected not to separate lease and non-lease components for our corporate office leases.

As of June 30, 2024, the unamortized balances associated with our right-of-use operating lease asset and operating lease liability were both $2.6 million. We used our incremental borrowing rate, which was arrived at utilizing prevailing market rates and the spread on our 2021 revolving credit facility, in order to determine the net present value of the minimum lease payments.

The following table provides quantitative information for our commenced operating leases for the three and six months ended June 30, 2024 and 2023 (amounts in thousands):

	For the three months ended June 30,		For the six months ended June 30,	
	2024	2023	2024	2023
Cash flows from operating lease costs	$ 190	$ 130	$ 382	$ 261

In addition, the maturity of fixed lease payments under our commenced corporate office leases as of June 30, 2024 is summarized in the table below (amounts in thousands):

Corporate office leases	Payments due by period
2024 [(1)]	388
2025	793
2026	661
2027	368
2028	385
Thereafter	333
Total future minimum lease payments	$ 2,928
Imputed interest	(281)
Total	$ 2,647

(1) Represents the six months ending December 31, 2024.

12. Revenue

The table below sets forth revenue from tenant construction projects and the associated project management income disaggregated by tenant agency for the three and six months ended June 30, 2024 and 2023 (amounts in thousands):

Tenant	For the three months ended June 30, 2024	For the three months ended June 30, 2023	For the six months ended June 30, 2024	For the six months ended June 30, 2023
Department of Veteran Affairs ("VA")	$ 1,142	$ 1,699	$ 1,730	$ 2,632
Customs and Border Protection ("CBP")	1,507	3	1,646	82
U.S. Joint Staff Command ("JSC")	219	651	383	1,253
Food and Drug Administration ("FDA")	—	2	124	11
The Judiciary of the U.S. Government ("JUD")	53	106	89	110
Federal Bureau of Investigation ("FBI")	23	55	84	378
U.S. Citizenship and Immigration Services ("USCIS")	42	30	42	30
Department of Transportation ("DOT")	14	16	17	136
Environmental Protection Agency ("EPA")	16	—	16	—
General Services Administration - Other	—	—	6	—
Internal Revenue Service ("IRS")	—	1	1	4
U.S. Coast Guard ("USCG")	—	62	—	209
Immigration and Customs Enforcement ("ICE")	—	40	—	111
Federal Emergency Management Agency ("FEMA")	—	70	—	89
Bonneville Power Administration ("BPA")	—	14	—	14
National Archives and Records Administration ("NARA")	—	13	—	13
Department of Labor ("DOL")	—	3	—	3
	$ 3,016	$ 2,765	$ 4,138	$ 5,075

As of June 30, 2024 and December 31, 2023, the balance in Accounts receivable related to tenant construction projects and the associated project management income was $10.8 million and $9.6 million, respectively.

The duration of the majority of tenant construction project reimbursement arrangements is less than a year and payment is typically due once a project is complete and work has been accepted by the tenant. There were no projects on-going as of June 30, 2024 with a duration of greater than one year.

During the three and six months ended June 30, 2024, we recognized $0.1 million and $0.3 million, respectively, in parking garage income. During the three and six months ended June 30, 2023, we recognized $0.1 million and $0.2 million, respectively, in parking garage income. The monthly and transient daily parking revenue falls within the scope of Revenue from Contracts with Customers ("ASC 606") and is accounted for at the point in time when control of the goods or services transfers to the customer and our performance obligation is satisfied. As of both June 30, 2024 and December 31, 2023, the balance in Accounts receivable related to parking garage income was less than $0.1 million.

There were no contract assets or liabilities as of June 30, 2024 or December 31, 2023.

13. Concentrations Risk

Concentrations of credit risk arise for us when multiple of our tenants are engaged in similar business activities, are located in the same geographic region or have similar economic features that impact in a similar manner their ability to meet contractual obligations, including obligations owed to us. We regularly monitor our tenant base to assess potential concentrations of credit risk.

As stated in Note 1 above, we lease commercial space to the U.S. Government or non-governmental tenants. At June 30, 2024, the U.S. Government accounted for approximately 96.9% of our total annualized lease income, state and local government tenants accounted for approximately 1.1% of our annualized lease income and non-governmental tenants accounted for the remaining approximately 2.0%.

Eighteen of our 93 wholly-owned and unconsolidated operating properties are located in California, accounting for approximately 15.2% of our total leased square feet and approximately 19.7% of our total annualized lease income as of June 30,

2024. To the extent that weak economic or real estate conditions or natural disasters affect California more severely than other areas of the country, our business, financial condition and results of operations could be significantly impacted.

14. Related Parties

We have reimbursement arrangements with entities controlled by our former Chairman, who was appointed Chief Executive Officer effective January 1, 2024, and Vice Chairman, which provide for reimbursement of costs paid on our behalf, or those we pay on their behalf. During the three and six months ended June 30, 2024 and 2023, we were responsible for reimbursing costs of $0.1 million and $0.3 million, respectively, and received reimbursement for costs of less than $0.1 million for both periods.

We provide asset management services to properties owned by the JV. For the three and six months ended June 30, 2024, we recognized Asset management income of $0.6 million and $1.1 million, respectively, and reimbursement for certain costs that we paid on their behalf of $0.1 million and $0.5 million, respectively. For the three and six months ended June 30, 2023, we recognized Asset management income of $0.5 million and $1.0 million, respectively, and reimbursement for certain costs that we paid on their behalf of $0.1 million and $0.3 million, respectively.

As of June 30, 2024, Accounts receivable from related parties was $0.2 million. As of June 30, 2024, there were no Accounts payable, accrued expenses and other liabilities owed to related parties.

15. Subsequent Events

For our consolidated financial statements as of June 30, 2024, we evaluated subsequent events and noted the following significant events.

Subsequent to June 30, 2024, we entered into forward sale transactions under the 2019 ATM Program for the sale of an additional 400,000 shares of our common stock that have not yet been settled. Subject to our right to elect net share settlement, we expect to physically settle the forward sale transactions no later than July 11, 2025. Assuming the forward sale transactions are physically settled in full utilizing a net weighted average initial forward sales price of $13.14 per share, we expect to receive net proceeds of approximately $5.3 million, after deducting offering costs, subject to adjustments in accordance with the applicable forward sale transaction.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

Forward-Looking Statements

This Quarterly Report on Form 10-Q contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933, as amended (the "Securities Act") and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). We caution investors that forward-looking statements are based on management's beliefs and on assumptions made by, and information currently available to, management. When used, the words "anticipate", "believe", "estimate", "expect", "intend", "may", "might", "plan", "potential", "project", "result", "seek", "should", "target", "will", and similar expressions which do not relate solely to historical matters are intended to identify forward-looking statements. These statements are subject to risks, uncertainties, and assumptions and are not guarantees of future performance, which may be affected by known and unknown risks, trends, uncertainties, and factors that are beyond our control. Should one or more of these risks or uncertainties materialize, or should underlying assumptions prove incorrect, actual results may vary materially from those anticipated, estimated, or projected. We expressly disclaim any responsibility to update our forward-looking statements, whether as a result of new information, future events, or otherwise. Accordingly, investors should use caution in relying on forward-looking statements, which are based on results and trends at the time they are made, to anticipate future results or trends.

Some of the risks and uncertainties that may cause our actual results, performance, or achievements to differ materially from those expressed or implied by forward-looking statements include, among others, the following:

- *the factors included under the heading "Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2023 and the factors included under the heading "Risk Factors" in our other public filings;*
- *risks associated with our dependence on the U.S. Government and its agencies for substantially all of our revenues, including credit risk and risk that the U.S. Government reduces its spending on real estate or that it changes its preference away from leased properties;*
- *risks associated with ownership and development of real estate;*
- *the risk of decreased rental rates or increased vacancy rates;*
- *the loss of key personnel;*
- *general volatility of the capital and credit markets and the market price of our common stock;*
- *the risk we may lose one or more major tenants;*
- *difficulties in completing and successfully integrating acquisitions;*
- *failure of acquisitions or development projects to occur at anticipated levels or yield anticipated results;*
- *risks associated with actual or threatened terrorist attacks;*
- *risks associated with our joint venture activities;*
- *intense competition in the real estate market that may limit our ability to attract or retain tenants or re-lease space;*
- *insufficient amounts of insurance or exposure to events that are either uninsured or underinsured;*
- *uncertainties and risks related to adverse weather conditions, natural disasters and climate change;*
- *exposure to liability relating to environmental and health and safety matters;*
- *limited ability to dispose of assets because of the relative illiquidity of real estate investments and the nature of our assets;*
- *exposure to litigation or other claims;*
- *risks associated with breaches of our data security;*
- *risks associated with our indebtedness, including failure to refinance current or future indebtedness on favorable terms, or at all; failure to meet the restrictive covenants and requirements in our existing and new debt agreements, fluctuations in interest rates and increased costs to refinance or issue new debt;*
- *risks associated with derivatives or hedging activity;*
- *risks associated with mortgage debt or unsecured financing or the unavailability thereof, which could make it difficult to finance or refinance properties and could subject us to foreclosure; and*

- *adverse impacts from any future pandemic, epidemic or outbreak of any highly infectious disease on the U.S., regional and global economies and our financial condition and results of operations.*

For a further discussion of these and other factors that could affect us and the statements contained herein, see the section entitled "Item 1A. Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2023, as may be supplemented or amended from time to time.

Overview

References to "we," "our," "us" and "the Company" refer to Easterly Government Properties, Inc., a Maryland corporation, together with our consolidated subsidiaries, including Easterly Government Properties LP, a Delaware limited partnership, which we refer to herein as the "Operating Partnership." We present certain financial information and metrics "at Easterly Share," which is calculated on an entity-by-entity basis. "At Easterly Share" information, which we also refer to as being "at share," "pro rata," "our pro rata share" or "our share" is not, and is not intended to be, a presentation in accordance with accounting principles generally accepted in the United States of America ("GAAP").

We are an internally managed real estate investment trust ("REIT"), focused primarily on the acquisition, development and management of Class A commercial properties that are leased to U.S. Government agencies that serve essential functions. We generate substantially all of our revenue by leasing our properties to such agencies, either directly or through the U.S. General Services Administration ("GSA"). Our objective is to generate attractive risk-adjusted returns for our stockholders over the long term through dividends and capital appreciation.

We focus primarily on acquiring, developing and managing U.S. Government-leased properties that are essential to supporting the mission of the tenant agency and strive to be a partner of choice for the U.S. Government, working closely with the tenant agency to meet its needs and objectives. We may also consider other potential opportunities to add properties to our portfolio, including acquiring properties leased to state and local governments with strong creditworthiness and other opportunities that directly or indirectly support the mission of select government agencies. As of June 30, 2024, we wholly owned 84 operating properties and nine operating properties through an unconsolidated joint venture (the "JV") in the United States, encompassing approximately 9.1 million leased square feet (8.6 million pro rata), including 91 operating properties that were leased primarily to U.S. Government tenant agencies, one operating property entirely leased to tenant agencies of a U.S. state government and one operating property that was entirely leased to a private tenant. As of June 30, 2024, our operating properties were 97% leased. For purposes of calculating percentage leased, we exclude from the denominator total square feet that was unleased and to which we attributed no value at the time of acquisition. In addition, we wholly owned two properties under development that we expect will encompass approximately 0.2 million leased square feet upon completion.

The Operating Partnership holds substantially all of our assets and conducts substantially all of our business. We are the sole general partner of the Operating Partnership and owned approximately 95.1% of the aggregate limited partnership interests in the Operating Partnership, which we refer to herein as common units, as of June 30, 2024. We have elected to be taxed as a REIT and believe that we have operated and have been organized in conformity with the requirements for qualification and taxation as a REIT for U.S. federal income tax purposes commencing with our taxable year ended December 31, 2015.

2024 Activity

Acquisitions

On April 12, 2024, we acquired a 129,046 leased square foot U.S. Immigration and Customs Enforcement ("ICE") facility near Dallas, Texas. The building was renovated to suit in 2020. The facility is primarily leased to the GSA for beneficial use of ICE and has lease expirations ranging from 2032 to 2040.

On May 7, 2024, we acquired a 27,840 leased square foot Homeland Security Investigations ("HSI") facility in Orlando, Florida with a 15-year lease that does not expire until March 2036. HSI is the principal investigation arm within the Department of Homeland Security.

On May 9, 2024, we acquired a 49,420 leased square foot ICE facility in Orlando, Florida with a 20-year lease that does not expire until August 2040.

Development

On April 4, 2024, we acquired land to develop a 50,777 square foot Federal courthouse in Flagstaff, Arizona. The courthouse will be primarily leased to the GSA for beneficial use of the Judiciary of the U.S. Government (“JUD”) over a 20 year non-cancelable term.

Operating Properties

As of June 30, 2024, our operating properties were 97% leased with a weighted average annualized lease income per leased square foot of $36.00 ($35.67 pro rata) and a weighted average age of approximately 14.8 years based on the date the property was built or renovated-to-suit, where applicable. We calculate annualized lease income as annualized contractual base rent for the last month in a specified period, plus the annualized straight line rent adjustments for the last month in such period and the annualized net expense reimbursements earned by us for the last month in such period.

The table set forth below shows information relating to the properties we owned, or in which we had an ownership interest, at June 30, 2024, and it includes properties held by the JV:

Property Name	Location	Property Type [1]	Tenant Lease Expiration Year [2]	Leased Square Feet	Annualized Lease Income	Percentage of Total Annualized Lease Income	Annualized Lease Income per Leased Square Foot
Wholly Owned U.S. Government Leased Properties							
VA - Loma Linda	Loma Linda, CA	OC	2036	327,614	$ 16,812,723	5.3 %	$ 51.32
USCIS - Kansas City [3]	Lee's Summit, MO	O	2024 - 2042	416,399	10,415,676	3.2 %	25.01
JSC - Suffolk	Suffolk, VA	SF	2028	403,737	8,480,871	2.6 %	21.01
Various GSA - Chicago	Des Plaines, IL	O	2026	188,768	7,765,012	2.4 %	41.14
IRS - Fresno	Fresno, CA	O	2033	180,481	6,915,750	2.1 %	38.32
FBI - Salt Lake	Salt Lake City, UT	SF	2032	169,542	6,897,319	2.1 %	40.68
Various GSA - Portland [4]	Portland, OR	O	2024 - 2039	205,478	6,887,141	2.1 %	33.52
Various GSA - Buffalo [5]	Buffalo, NY	O	2025 - 2039	273,678	6,838,564	2.1 %	24.99
VA - San Jose	San Jose, CA	OC	2038	90,085	5,809,456	1.8 %	64.49
EPA - Lenexa	Lenexa, KS	O	2027	169,585	5,732,732	1.8 %	33.80
FBI - Tampa	Tampa, FL	SF	2040	138,000	5,313,546	1.6 %	38.50
FBI - San Antonio	San Antonio, TX	SF	2025	148,584	5,207,961	1.6 %	35.05
FDA - Alameda	Alameda, CA	L	2039	69,624	4,898,065	1.5 %	70.35
PTO - Arlington	Arlington, VA	SF	2035	190,546	4,683,980	1.4 %	24.58
FEMA - Tracy	Tracy, CA	W	2038	210,373	4,650,065	1.4 %	22.10
FBI / DEA - El Paso	El Paso, TX	SF	2028	203,683	4,637,353	1.4 %	22.77
FBI - Omaha	Omaha, NE	SF	2024	112,196	4,435,692	1.4 %	39.54
TREAS - Parkersburg	Parkersburg, WV	O	2041	182,500	4,377,637	1.3 %	23.99
FDA - Lenexa	Lenexa, KS	L	2040	59,690	4,246,148	1.3 %	71.14
VA - South Bend	Mishakawa, IN	OC	2032	86,363	4,131,084	1.3 %	47.83
FBI - Pittsburgh	Pittsburgh, PA	SF	2027	100,054	4,079,780	1.3 %	40.78
ICE - Dallas [6]	Irvine, TX	SF	2032 - 2040	129,046	4,055,474	1.2 %	31.43
VA - Mobile	Mobile, AL	OC	2033	79,212	4,004,722	1.2 %	50.56
USCIS - Lincoln	Lincoln, NE	O	2025	137,671	3,968,833	1.2 %	28.83
FBI - New Orleans	New Orleans, LA	SF	2029	137,679	3,918,628	1.2 %	28.46
DOT - Lakewood	Lakewood, CO	O	2039	116,046	3,685,022	1.1 %	31.75
FBI - Albany	Albany, NY	SF	2036	69,476	3,634,460	1.1 %	52.31
FBI - Knoxville	Knoxville, TN	SF	2025	99,130	3,596,289	1.1 %	36.28
FBI - Birmingham	Birmingham, AL	SF	2042	96,278	3,564,008	1.1 %	37.02
EPA - Kansas City	Kansas City, KS	L	2043	55,833	3,546,791	1.1 %	63.52
ICE - Charleston	North Charleston, SC	SF	2027	65,124	3,362,481	1.0 %	51.63
USFS II - Albuquerque	Albuquerque, NM	O	2026	98,720	3,340,671	1.0 %	33.84
FBI - Richmond	Richmond, VA	SF	2041	96,607	3,334,875	1.0 %	34.52

Property Name	Location	Property Type [1]	Tenant Lease Expiration Year [2]	Leased Square Feet	Annualized Lease Income	Percentage of Total Annualized Lease Income	Annualized Lease Income per Leased Square Foot
Wholly Owned U.S. Government Leased Properties (Cont.)							
VA - Chico	Chico, CA	OC	2034	51,647	3,330,260	1.0 %	64.48
JUD - Del Rio	Del Rio, TX	C	2041	89,880	3,291,972	1.0 %	36.63
USFS I - Albuquerque	Albuquerque, NM	O	2026	92,455	3,269,997	1.0 %	35.37
DEA - Sterling	Sterling, VA	L	2038	57,692	3,222,788	1.0 %	55.86
FBI - Little Rock	Little Rock, AR	SF	2041	102,377	3,217,259	1.0 %	31.43
DEA - Vista	Vista, CA	L	2035	52,293	3,130,468	1.0 %	59.86
USCIS - Tustin	Tustin, CA	O	2034	66,818	3,116,164	1.0 %	46.64
VA - Orange	Orange, CT	OC	2034	56,330	2,991,463	0.9 %	53.11
VA - Indianapolis	Brownsburg, IN	OC	2041	80,000	2,981,475	0.9 %	37.27
ICE - Albuquerque	Albuquerque, NM	SF	2027	71,100	2,841,468	0.9 %	39.96
SSA - Charleston	Charleston, WV	O	2029	110,000	2,806,152	0.9 %	25.51
FBI - Mobile	Mobile, AL	SF	2029	76,112	2,802,776	0.9 %	36.82
JUD - El Centro	El Centro, CA	C	2034	43,345	2,800,983	0.9 %	64.62
DEA - Dallas Lab	Dallas, TX	L	2038	49,723	2,786,394	0.9 %	56.04
DEA - Pleasanton	Pleasanton, CA	L	2035	42,480	2,775,202	0.9 %	65.33
DEA - Upper Marlboro	Upper Marlboro, MD	L	2037	50,978	2,758,955	0.8 %	54.12
NARA - Broomfield	Broomfield, CO	W	2032	161,730	2,690,321	0.8 %	16.63
DHS - Atlanta [7]	Atlanta, GA	SF	2031 - 2038	91,185	2,628,538	0.8 %	28.83
TREAS - Birmingham	Birmingham, AL	O	2029	83,676	2,618,611	0.8 %	31.29
USAO - Louisville	Louisville, KY	SF	2031	60,000	2,550,159	0.8 %	42.50
JUD - Charleston	Charleston, SC	C	2040	52,339	2,522,970	0.8 %	48.20
JUD - Jackson	Jackson, TN	C	2043	75,043	2,386,456	0.7 %	31.80
CBP - Savannah	Savannah, GA	L	2033	35,000	2,283,810	0.7 %	65.25
DEA - Dallas	Dallas, TX	SF	2041	71,827	2,270,186	0.7 %	31.61
Various GSA - Cleveland [8]	Brooklyn Heights, OH	O	2028 - 2040	61,384	2,237,124	0.7 %	36.44
NWS - Kansas City	Kansas City, MO	SF	2033	94,378	2,151,911	0.7 %	22.80
NPS - Omaha	Omaha, NE	SF	2029	62,772	2,018,680	0.6 %	32.16
DEA - Santa Ana	Santa Ana, CA	SF	2029	39,905	2,013,833	0.6 %	50.47
DEA - North Highlands	Sacramento, CA	SF	2033	37,975	1,927,123	0.6 %	50.75
GSA - Clarksburg	Clarksburg, WV	O	2039	70,495	1,880,219	0.6 %	26.67
VA - Golden	Golden, CO	W	2026	56,753	1,772,202	0.5 %	31.23
JUD - Newport News	Newport News, VA	C	2033	35,005	1,670,583	0.5 %	47.72
ICE - Orlando	Orlando, FL	SF	2040	49,420	1,670,292	0.5 %	33.80
USCG - Martinsburg	Martinsburg, WV	SF	2027	59,547	1,619,785	0.5 %	27.20
JUD - Aberdeen	Aberdeen, MS	C	2025	46,979	1,569,061	0.5 %	33.40
VA - Charleston [9]	North Charleston, SC	W	2024 / 2040	102,718	1,553,988	0.5 %	15.13

Property Name	Location	Property Type (1)	Tenant Lease Expiration Year (2)	Leased Square Feet		Annualized Lease Income	Percentage of Total Annualized Lease Income		Annualized Lease Income per Leased Square Foot
Wholly Owned U.S. Government Leased Properties (Cont.)									
DEA - Albany	Albany, NY	SF	2041	31,976		1,405,541	0.4 %		43.96
USAO - Springfield	Springfield, IL	SF	2038	43,600		1,391,454	0.4 %		31.91
DEA - Riverside	Riverside, CA	SF	2032	34,354		1,318,814	0.4 %		38.39
JUD - Council Bluffs	Council Bluffs, IA	C	2041	28,900		1,288,309	0.4 %		44.58
DEA - Birmingham	Birmingham, AL	SF	2038	35,616		1,251,695	0.4 %		35.14
SSA - Dallas	Dallas, TX	SF	2035	27,200		1,061,704	0.3 %		39.03
HSI - Orlando	Orlando, FL	SF	2036	27,840		1,054,225	0.3 %		37.87
JUD - South Bend	South Bend, IN	C	2027	30,119		795,203	0.2 %		26.40
ICE - Louisville	Louisville, KY	SF	2036	17,420		661,535	0.2 %		37.98
DEA - San Diego	San Diego, CA	W	2032	16,100		560,224	0.2 %		34.80
DEA - Bakersfield	Bakersfield, CA	SF	2038	9,800		492,966	0.2 %		50.30
SSA - San Diego	San Diego, CA	SF	2032	10,059		448,019	0.1 %		44.54
ICE - Otay	San Diego, CA	O	2027	7,434		260,934	0.1 %		35.10
Subtotal				7,869,581	$	279,379,060	85.8 %	$	35.50
Wholly Owned State and Local Government Property									
CA - Anaheim	Anaheim, CA	O	2033 / 2034	95,273		3,364,379	1.0 %		35.31
Subtotal				95,273	$	3,364,379	1.0 %	$	35.31
Wholly Owned Privately Leased Property									
501 East Hunter Street - Lummus Corporation	Lubbock, TX	W	2028	70,078		412,024	0.1 %		5.88
Subtotal				70,078	$	412,024	0.1 %	$	5.88
Wholly Owned Properties Total / Weighted Average				8,034,932	$	283,155,463	86.9 %	$	35.24
Unconsolidated Real Estate Venture U.S. Government Leased Properties									
VA - Phoenix (10)	Phoenix, AZ	OC	2042	257,294		10,735,555	3.3 %		41.72
VA - San Antonio (10)	San Antonio, TX	OC	2041	226,148		9,221,036	2.8 %		40.77
VA - Chattanooga (10)	Chattanooga, TN	OC	2035	94,566		4,369,452	1.3 %		46.21
VA - Lubbock (10) (11)	Lubbock, TX	OC	2040	120,916		4,248,831	1.3 %		35.14
VA - Marietta (10)	Marietta, GA	OC	2041	76,882		3,946,163	1.2 %		51.33
VA - Birmingham (10)	Irondale, AL	OC	2041	77,128		3,175,571	1.0 %		41.17
VA - Corpus Christi (10)	Corpus Christi, TX	OC	2042	69,276		2,938,590	0.9 %		42.42
VA - Columbus (10)	Columbus, GA	OC	2042	67,793		2,917,896	0.9 %		43.04
VA - Lenexa (10)	Lenexa, KS	OC	2041	31,062		1,328,375	0.4 %		42.77
Subtotal				1,021,065	$	42,881,469	13.1 %	$	42.00
Total / Weighted Average				9,055,997	$	326,036,932	100.0 %	$	36.00
Total / Weighted Average at Easterly's Share				8,576,096	$	305,882,642		$	35.67

(1) OC=Outpatient Clinic; SF=Specialized Facility; O=Office; C=Courthouse; L=Laboratory; W=Warehouse.
(2) The year of lease expiration does not include renewal options.
(3) Private tenants occupy 100,081 leased square feet.
(4) Private tenants occupy 36,610 leased square feet.
(5) A state government tenant occupies 14,274 leased square feet.
(6) Private tenants occupy 48,523 leased square feet.
(7) A private tenant occupies 17,373 leased square feet.

(8) A private tenant occupies 11,402 leased square feet.
(9) A private tenant occupies 5,000 leased square feet.
(10) We own 53.0% of the property through an unconsolidated joint venture.
(11) Asset is subject to a ground lease where we are the lessee.

Certain of our leases are currently in the "soft-term" period of the lease, meaning that the U.S. Government tenant agency has the right to terminate the lease prior to its stated lease end date. We believe that, from the U.S. Government's perspective, leases with such provisions are helpful for budgetary purposes. While some of our leases are contractually subject to early termination, we do not believe that our tenant agencies are likely to terminate these leases early given the build-to-suit features at the properties subject to the leases, the weighted average age of these properties based on the date the property was built or renovated-to-suit, where applicable (approximately 19.1 years as of June 30, 2024), the mission-critical focus of the properties subject to the leases and the current level of operations at such properties.

The following table sets forth a schedule of lease expirations for leases in place (including for wholly owned properties and properties held by the JV) as of June 30, 2024:

Year of Lease Expiration (1)	Number of Leases Expiring	Leased Square Footage Expiring	Percentage of Portfolio Leased Square Footage Expiring	Annualized Lease Income Expiring	Percentage of Total Annualized Lease Income Expiring	Annualized Lease Income per Leased Square Foot Expiring
2024	4	152,063	1.7%	$ 5,403,915	1.7%	$ 35.54
2025	13	597,180	6.6%	19,237,543	5.9%	32.21
2026	6	483,013	5.3%	17,541,953	5.4%	36.32
2027	9	506,510	5.6%	18,822,530	5.8%	37.16
2028	11	802,397	8.9%	17,549,356	5.4%	21.87
2029	6	510,144	5.6%	16,178,680	5.0%	31.71
2030	1	1,536	0.0%	59,180	0.0%	38.53
2031	3	117,875	1.3%	4,608,435	1.4%	39.10
2032	9	579,524	6.4%	18,608,758	5.7%	32.11
2033	10	566,197	6.3%	22,247,529	6.8%	39.29
Thereafter	58	4,739,558	52.3%	185,779,053	56.9%	39.20
Total / Weighted Average	130	9,055,997	100.0%	$ 326,036,932	100.0%	$ 36.00

(1) The year of lease expiration is pursuant to current contract terms. Some tenants have the right to vacate their space during a specified period, or "soft term," before the stated terms of their leases expire. As of June 30, 2024, 11 tenants occupying approximately 7.0% of our leased square feet and contributing approximately 6.8% of our annualized lease income have exercisable rights to terminate their lease before the stated term of their respective lease expires.

Information about our development property as of June 30, 2024 is set forth in the table below:

Property Name	Location	Tenant	Property Type	Lease Term	Estimated Leased Square Feet
FDA - Atlanta	Atlanta, GA	Food and Drug Administration	L (1)	20-year	162,000
JUD - Flagstaff	Flagstaff, AZ	Judiciary of the U.S. Government	C (2)	20-year	50,777
Total					212,777

(1) L=Laboratory

(2) C=Courthouse

Results of Operations

Comparison of Results of Operations for the three months ended June 30, 2024 and 2023

The financial information presented below summarizes our results of operations for the three months ended June 30, 2024 and 2023 (amounts in thousands).

	For the three months ended June 30,		
	2024	2023	Change
Revenues			
Rental income	$ 72,183	$ 67,758	$ 4,425
Tenant reimbursements	2,814	2,500	314
Asset management income	551	517	34
Other income	673	598	75
Total revenues	76,221	71,373	4,848
Expenses			
Property operating	18,118	17,629	489
Real estate taxes	7,843	7,619	224
Depreciation and amortization	24,086	22,619	1,467
Acquisition costs	408	444	(36)
Corporate general and administrative	7,128	7,024	104
Total expenses	57,583	55,335	2,248
Other income (expense)			
Income from unconsolidated real estate venture	1,377	1,418	(41)
Interest expense, net	(15,165)	(11,678)	(3,487)
Net income	$ 4,850	$ 5,778	$ (928)

Revenues

Total revenues increased $4.8 million to $76.2 million for the three months ended June 30, 2024 compared to $71.4 million for the three months ended June 30, 2023.

The $4.4 million increase in Rental income is primarily attributable to the six operating properties acquired since June 30, 2023.

The $0.3 million increase in Tenant reimbursements is primarily attributable to an increase in tenant project reimbursements.

The less than $0.1 million increase in Asset management income is primarily attributable to the fee earned by us for asset management of the JV from the one property acquired since June 30, 2023.

The $0.1 million increase in Other income is primarily attributable to an increase in interest income.

Expenses

Total expenses increased $2.2 million to $57.6 million for the three months ended June 30, 2024 compared to $55.3 million for the three months ended June 30, 2023.

The $0.5 million increase in Property operating expenses is primarily attributable to the six operating properties acquired since June 30, 2023.

The $0.2 million increase in Real estate taxes is primarily attributable to the six operating properties acquired since June 30, 2023.

The $1.5 million increase in Depreciation and amortization is primarily attributable to the six operating properties acquired since June 30, 2023.

The $0.1 million increase in Corporate general and administrative is primarily due to an increase in professional fees.

Income from unconsolidated real estate venture

The less than $0.1 million decrease in Income from unconsolidated real estate venture is primarily attributable to higher operating expenses partially offset by operations from the one operating property acquired by the JV since June 30, 2023.

Interest expense, net

The $3.5 million increase in Interest expense, net is primarily attributable to higher weighted average borrowings and interest rates on our swapped term loans.

Comparison of Results of Operations for the six months ended June 30, 2024 and 2023

The financial information presented below summarizes our results of operations for the six months ended June 30, 2024 and 2023 (amounts in thousands).

	For the six months ended June 30,		
	2024	**2023**	**Change**
Revenues			
Rental income	$ 142,929	$ 135,906	$ 7,023
Tenant reimbursements	3,831	4,575	(744)
Asset management income	1,101	1,034	67
Other income	1,160	1,078	82
Total revenues	149,021	142,593	6,428
Expenses			
Property operating	34,710	35,517	(807)
Real estate taxes	16,072	15,087	985
Depreciation and amortization	47,886	45,700	2,186
Acquisition costs	827	905	(78)
Corporate general and administrative	13,583	14,319	(736)
Total expenses	113,078	111,528	1,550
Other income (expense)			
Income from unconsolidated real estate venture	2,792	2,820	(28)
Interest expense, net	(29,001)	(23,693)	(5,308)
Net income	$ 9,734	$ 10,192	$ (458)

Revenues

Total revenues increased $6.4 million to $149.0 million for the six months ended June 30, 2024 compared to $142.6 million for the six months ended June 30, 2023.

The $7.0 million increase in Rental income is primarily attributable to the six operating properties acquired since June 30, 2023.

The $0.7 million decrease in Tenant reimbursements is primarily attributable to a decrease in tenant project reimbursements.

The $0.1 million increase in Asset management income is primarily attributable to the fee earned by us for asset management of the JV from the one property acquired since June 30, 2023.

The $0.1 million increase in Other income is primarily attributable to an increase in interest income.

Expenses

Total expenses increased $1.6 million to $113.1 million for the six months ended June 30, 2024 compared to $111.5 million for the six months ended June 30, 2023.

The $0.8 million decrease in Property operating expenses is primarily attributable to a decrease in reimbursable projects and utility costs across the portfolio partially offset by an increase from the six operating properties acquired since June 30, 2023.

The $1.0 million increase in Real estate taxes is primarily attributable to the six operating properties acquired since June 30, 2023 as well as an increase in real estate taxes across our portfolio.

The $2.2 million increase in Depreciation and amortization is also primarily attributable to the six operating properties acquired since June 30, 2023.

The $0.7 million decrease in Corporate general and administrative is primarily due to a decrease in employee costs.

Income from unconsolidated real estate venture

The less than $0.1 million decrease in Income from unconsolidated real estate venture is primarily attributable to higher operating expenses partially offset by operations from the one operating property acquired by the JV since June 30, 2023.

Interest expense, net

The $5.3 million increase in Interest expense, net is primarily attributable to higher weighted average borrowings and interest rates on our swapped term loans.

Liquidity and Capital Resources

We anticipate that our cash flows from the sources listed below will provide adequate capital for the next 12 months for all anticipated uses, including all scheduled principal and interest payments on our outstanding indebtedness, current and anticipated tenant improvements, development activities at FDA – Atlanta and JUD – Flagstaff, planned and possible acquisitions of properties, including the one remaining property in the portfolio of ten properties anticipated to be acquired through the JV (the “VA Portfolio”), stockholder distributions to maintain our qualification as a REIT, potential repurchases of common stock under our share repurchase program and other capital obligations associated with conducting our business. At June 30, 2024, we had approximately $14.8 million available in cash and cash equivalents, $12.4 million of restricted cash and there was approximately $327.4 million available under our 2024 revolving credit facility.

Our primary expected sources of capital are as follows:

- existing cash balances;
- operating cash flow;
- distribution of cash flows from the JV;
- available borrowings under our 2024 revolving credit facility;
- issuance of long-term debt;
- issuance of equity, including under our ATM Programs (as described below); and
- asset sales.

Our short-term liquidity requirements consist primarily of funds to pay for the following:

- development and redevelopment activities, including major redevelopment, renovation or expansion programs at FDA - Atlanta and JUD - Flagstaff and other individual properties;
- property acquisitions under contract, including our pro rata share of the one remaining VA Portfolio property;
- tenant improvements, allowances and leasing costs;
- recurring maintenance and capital expenditures;

- debt repayment requirements;
- commitments to fund advancements through loan receivables;
- corporate and administrative costs;
- interest payments on our outstanding indebtedness;
- interest swap payments;
- distribution payments; and
- potential repurchases of common stock under our share repurchase program.

Our long-term liquidity needs, in addition to recurring short-term liquidity needs as discussed above, consist primarily of funds necessary to pay for acquisitions, non-recurring capital expenditures, and scheduled debt maturities. Although we may be able to anticipate and plan for certain of our liquidity needs, unexpected increases in uses of cash that are beyond our control and which affect our financial condition and results of operations may arise, or our sources of liquidity may be fewer than, and the funds available from such sources may be less than, anticipated or required. As of the date of this filing, there were no known commitments or events that would have a material impact on our liquidity.

Equity

ATM Programs

We entered into separate equity distribution agreements on each of December 20, 2019 (the "2019 ATM Program") and June 22, 2021 (the "2021 ATM Program" and, together with the 2019 ATM Program, the "ATM Programs") with various financial institutions pursuant to which we may issue and sell shares of our common stock having an aggregate offering price of up to $300.0 million under each ATM Program from time to time in negotiated transactions or transactions that are deemed to be "at the market" offerings as defined in Rule 415 under the Securities Act. Under each of the ATM Programs, we may enter into one or more forward transactions (each, a "forward sale transaction") under separate master forward sale confirmations and related supplemental confirmations with each of the various financial institutions party to the respective ATM Program for the sale of shares of our common stock on a forward basis.

The following table sets forth certain information with respect to issuances under the 2019 ATM Program during the six months ended June 30, 2024 (amounts in thousands, except share amounts):

	2019 ATM Program		
For the three months ended	**Number of Shares Issued [(1)]**		**Net Proceeds [(1)]**
March 31, 2024	—	$	—
June 30, 2024	589,647		7,903
Total	589,647	$	7,903

(1) Shares issued by us, which were all issued in settlement of forward sale transactions. As of June 30, 2024, we had settled all of our outstanding forward sale transactions under the 2019 ATM Program. We accounted for the forward sale transactions as equity.

No sales of shares of our common stock were made under the 2021 ATM Program during the six months ended June 30, 2024.

As of June 30, 2024, we had approximately $300.0 million of gross sales of our common stock available under the 2021 ATM Program and $79.3 million of gross sales of common stock available under the 2019 ATM Program.

Subsequent to June 30, 2024, we entered into forward sale transactions under the 2019 ATM Program for the sale of an additional 400,000 shares of our common stock that have not yet been settled. Subject to our right to elect net share settlement, we expect to physically settle the forward sale transactions no later than July 11, 2025. Assuming the forward sale transactions are physically settled in full utilizing a net weighted average initial forward sales price of $13.27 per share, we expect to receive net proceeds of approximately $5.3 million, after deducting offering costs, subject to adjustments in accordance with the applicable forward sale transaction.

Share Repurchase Program

On April 28, 2022, our Board of Directors authorized a share repurchase program whereby we may repurchase up to 4,538,994 shares of our common stock, or approximately 5% of our outstanding shares as of the authorization date. We are not required to purchase shares under the share repurchase program but may choose to do so in the open market or through privately negotiated transactions at times and amounts based on our evaluation of market conditions and other factors.

No repurchases of shares of our common stock were made under the share repurchase program during the six months ended June 30, 2024.

Debt

Indebtedness Outstanding

The following table sets forth certain information with respect to our outstanding indebtedness as of June 30, 2024 (amounts in thousands):

Loan	Principal Outstanding June 30, 2024	Interest Rate [1]	Current Maturity
Revolving credit facility:			
2024 revolving credit facility [2]	$ 72,500	SOFR + 145 bps [3]	June 2028 [4]
Total revolving credit facility	**72,500**		
Term loan facilities:			
2016 term loan facility	100,000	5.63% [5]	January 2025
2018 term loan facility	175,000	5.23% [6]	July 2026
Total term loan facilities	275,000		
Less: Total unamortized deferred financing fees	(819)		
Total term loan facilities, net	**274,181**		
Notes payable:			
2017 series A senior notes	95,000	4.05%	May 2027
2017 series B senior notes	50,000	4.15%	May 2029
2017 series C senior notes	30,000	4.30%	May 2032
2019 series A senior notes	85,000	3.73%	September 2029
2019 series B senior notes	100,000	3.83%	September 2031
2019 series C senior notes	90,000	3.98%	September 2034
2021 series A senior notes	50,000	2.62%	October 2028
2021 series B senior notes	200,000	2.89%	October 2030
2024 series A senior notes	150,000	6.56%	May 2033
Total notes payable	850,000		
Less: Total unamortized deferred financing fees	(5,061)		
Total notes payable, net	**844,939**		
Mortgage notes payable:			
USFS II – Albuquerque	10,635	4.46% [7]	July 2026
ICE – Charleston	11,253	4.21% [7]	January 2027
VA – Loma Linda	127,500	3.59% [7]	July 2027
CBP – Savannah	9,119	3.40% [7]	July 2033
USCIS – Kansas City	51,500	3.68% [7]	August 2024
Total mortgage notes payable	**210,007**		
Less: Total unamortized deferred financing fees	(714)		
Less: Total unamortized premium/discount	(10)		
Total mortgage notes payable, net	**209,283**		
Total debt	**$ 1,400,903**		

(1) The current interest rate is not adjusted to include the amortization of deferred financing fees or debt issuance costs incurred in obtaining debt or any unamortized fair market value premiums.
(2) Our $400.0 million senior unsecured revolving credit facility (the “2024 revolving credit facility”) had available capacity of $327.4 million at June 30, 2024 which includes an accordion feature that provides us with additional capacity of up to $300.0 million, subject to syndication of the increase and the satisfaction of customary terms and conditions.
(3) Our 2024 revolving credit facility is subject to one interest rate swap with an effective date of June 23, 2023 and a notional value of $100.0 million, of which $25.0 million is associated with our 2024 revolving credit facility, to effectively fix the interest rate at 5.46% annually. The spread over the secured overnight financing rate (“SOFR”) is based on our consolidated leverage ratio, as defined in our 2024 revolving credit facility agreement. Additionally at June 30, 2024, $34.0 million of amounts outstanding under our 2024 revolving credit facility had a floating rate of 5.33% under USD Term SOFR and the remaining $13.5 million outstanding under our 2024 revolving credit facility had a floating rate of 5.31% under USD SOFR with a five day lookback.
(4) Our 2024 revolving credit facility has two six-month as-of-right extension options subject to certain conditions and the payment of an extension fee.
(5) Our 2016 term loan facility (our “2016 term loan facility”) is subject to one interest rate swap with an effective date of June 23, 2023 and a notional value of $100.0 million, which effectively fixes the interest rate at 5.63% annually. The spread over SOFR is based on our consolidated leverage ratio, as defined in our 2016 term loan facility agreement.
(6) Our 2018 term loan facility (as amended, our “2018 term loan facility”) is subject to two interest rate swaps with an effective date of June 23 and September 29, 2023 and an aggregate notional value of $200.0 million, of which $175.0 million is associated with our 2018 term loan, to effectively fix the interest rate at 5.23% annually. The spread over SOFR is based on our consolidated leverage ratio, as defined in our 2018 term loan facility agreement.
(7) Effective interest rates are as follows: USFS II – Albuquerque 3.92%, ICE – Charleston 3.93%, VA – Loma Linda 3.78%, CBP – Savannah 4.12%, USCIS – Kansas City 2.05%.

On April 1, 2024, we used $8.4 million of available cash to extinguish the mortgage note obligation on VA – Golden.

2024 Senior Note Agreement

On May 29, 2024, we entered into a master note purchase agreement pursuant to which the Operating Partnership will issue and sell an aggregate of up to $200 million of fixed rate, senior unsecured notes (“Senior Notes”) consisting of (i) 6.56% Series A Senior Notes due May 29, 2033 (“Series A Senior Notes”), in an aggregate principal amount of $150.0 million, and (ii) 6.56% Series B Senior Notes due August 14, 2033 (“Series B Senior Notes”), in an aggregate principal amount of $50.0 million. The Series A Senior Notes were issued on May 29, 2024 and the Series B Senior Notes are expected to be issued on or around August 14, 2024, subject to customary closing conditions. We, together with various subsidiaries of the Operating Partnership, have guaranteed the Series A Senior Notes (and will guarantee the Series B Senior Notes, once issued).

2024 Revolving Credit Facility

On June 3, 2024, we entered into a credit agreement (the “2024 Credit Agreement”) that provides for a $400.0 million senior unsecured revolving credit facility which includes an accordion feature that provides us with additional capacity of up to $300.0 million, subject to syndication of the increase and the satisfaction of customary terms and conditions. The 2024 revolving credit facility has an initial four-year term and will mature in June 2028, with two six-month as-of-right extension options, subject to certain conditions and the payment of an extension fee.

Borrowings under the 2024 revolving credit facility will, at the Operating Partnership's option, bear interest at floating rates equal to either (i) a fluctuating rate equal to the sum of (a) the highest of (x) Citibank, N.A.'s base rate, (y) the federal funds effective rate plus 0.50% and (z) the one-month adjusted term SOFR plus 1.00%, plus, in each case, (b) a margin ranging from 0.20% to 0.80% based on our leverage ratio, (ii) the daily simple SOFR plus a credit spread adjustment of 0.10% (the “Adjusted DSS”), or (iii) the term SOFR, plus a credit spread adjustment of 0.10% (the “Term SOFR”), plus, in the case of borrowings bearing interest at Adjusted DSS or Term SOFR, a margin ranging from 1.20% to 1.80% based on our leverage ratio.

2021 Revolving Credit Facility

We are also party to the second amended and restated credit agreement, dated July 23, 2021, as amended by the first amendment, dated as of July 22, 2022, the second amendment, dated as of November 23, 2022, and the third amendment, dated as of May 30, 2023 (as amended, restated, or otherwise modified from time to time, the “2021 Credit Facility”), which provides for (i) a $450.0 million senior unsecured revolving credit facility (the “2021 revolving credit facility”) and (ii) our 2018 term loan facility.

Effective on June 3, 2024 upon the entry into the 2024 Credit Agreement and the prepayment of all amounts outstanding under the 2021 revolving credit facility, the component of the 2021 Credit Facility providing for the 2021 revolving credit facility, including all unused commitments, was terminated. Other than the foregoing, the terms of the 2021 Credit Facility remain unchanged and our 2018 term loan facility remains outstanding. We recognized an aggregate $0.3 million loss on debt extinguishment during the three months ended June 30, 2024 which is included in interest expense, net on our Consolidated Statement of Operations.

Term Loan Facilities

On January 23, 2024, we entered into the seventh amendment to the senior unsecured term loan agreement, dated as of September 29, 2016, that governs our 2016 term loan facility to extend the maturity date of our 2016 term loan facility from March 29, 2024 to January 30, 2025.

On June 3, 2024, we repaid $25.0 million of amounts outstanding under our 2018 term loan facility using available cash derived from the issuance of Series A Senior Notes.

On July 8, 2024, we used $0.5 million of available cash to pay down a portion of our 2018 term loan facility.

On July 15, 2024, we amended the credit agreements governing our 2016 and 2018 term loan facilities to conform certain definitions related to leverage covenants to the provisions of the 2024 Credit Agreement.

Our 2024 revolving credit facility, term loan facilities, notes payable, and mortgage notes payable are subject to ongoing compliance with a number of financial and other covenants. As of June 30, 2024, we were in compliance with all applicable financial covenants.

The chart below details our debt capital structure as of June 30, 2024 (dollar amounts in thousands):

Debt Capital Structure	June 30, 2024
Total principal outstanding	$ 1,407,507
Weighted average maturity	4.9 years
Weighted average interest rate	4.4%
% Variable debt	3.4%
% Fixed debt [(1)]	96.6%
% Secured debt	14.9%

(1) Our 2016 term loan facility, 2018 term loan facility and $25.0 million of our 2024 revolving credit facility are swapped to be fixed and as such are included as fixed rate debt in the table above.

Material Cash Commitments

During the six months ended June 30, 2024, we increased our commitment to fund advancements through a loan receivable to $13.9 million. As of June 30, 2024, $5.5 million has been funded. We expect to fund the remaining commitment over the next year dependent on the borrower's election to use the commitments.

Other than as described above, during the six months ended June 30, 2024, there were no material changes to the cash commitment information presented in Item 7 of Part II of our Annual Report on Form 10-K for the year ended December 31, 2023.

Unconsolidated Real Estate Venture

We consolidate entities in which we have a controlling interest or are the primary beneficiary in a variable interest entity. From time to time, we may have off-balance sheet unconsolidated real estate ventures and other unconsolidated arrangements with varying structures.

As of June 30, 2024, we had invested $280.1 million in the JV. As of June 30, 2024, we had committed capital, net of return of over committed capital, to the JV totaling $292.8 million and had a remaining capital commitment of $46.6 million. None of the properties owned by the JV are encumbered by mortgage indebtedness.

For a more complete description of the JV, see Note 4 to the Consolidated Financial Statements.

Dividend Policy

In order to qualify as a REIT, we are required to distribute to our stockholders, on an annual basis, at least 90% of our REIT taxable income, determined without regard to the deduction for dividends paid and excluding net capital gains. We anticipate distributing all of our taxable income. We expect to make quarterly distributions to our stockholders in a manner intended to satisfy this requirement. Prior to making any distributions for U.S. federal tax purposes or otherwise, we must first satisfy our operating and debt service obligations. It is possible that it would be necessary to utilize cash reserves, liquidate assets at unfavorable prices or incur additional indebtedness in order to make required distributions. It is also possible that our board of directors could decide to make required distributions in part by using shares of our common stock.

A summary of dividends declared by the board of directors per share of common stock and per common unit at the date of record is as follows:

Quarter	Declaration Date	Record Date	Payment Date	Dividend (1)
Q1 2024	April 25, 2024	May 9, 2024	May 21, 2024	0.265
Q2 2024	July 17, 2024	August 1, 2024	August 13, 2024	0.265

(1) Prior to the end of the performance period as set forth in the applicable LTIP unit award, holders of performance-based LTIP units are entitled to receive dividends per LTIP unit equal to 10% of the dividend paid per common unit. After the end of the performance period, the number of LTIP units, both vested and unvested, that LTIP award recipients have earned, if any, are entitled to receive dividends in an amount per LTIP unit equal to dividends, both regular and special, payable per common unit. Holders of LTIP units that are not subject to the attainment of performance goals are entitled to receive dividends per LTIP unit equal to 100% of the dividend paid per common unit beginning on the grant date.

Inflation

Substantially all of our leases provide for operating expense escalations. We believe inflationary increases in expenses may be at least partially offset by the operating expenses that are passed through to our tenants and by contractual rent increases. We do not believe inflation has had a material impact on our historical financial position or results of operations.

Cash Flows

The following table sets forth a summary of cash flows for the six months ended June 30, 2024 and 2023 (amounts in thousands):

	For the six months ended June 30, 2024	2023
Net cash provided by (used in):		
Operating activities	$ 80,908	$ 59,052
Investing activities	(126,284)	(20,967)
Financing activities	50,676	(33,573)

Operating Activities

We generated $80.9 million and $59.1 million of cash from operating activities during the six months ended June 30, 2024 and 2023, respectively. Net cash provided by operating activities for the six months ended June 30, 2024 includes $52.7 million in net cash from rental activities net of expenses, $21.0 million related to the change in tenant accounts receivable, prepaid expenses and other assets, deferred revenue associated with operating leases, principal payments on operating lease obligations, and accounts payable, accrued expenses and other liabilities and $7.3 million related to distributions from investment in unconsolidated real estate venture. Net cash provided by operating activities for the six months ended June 30, 2023 includes $51.1 million in net cash from rental activities net of expenses, $5.9 million related to distributions from investment in unconsolidated real estate venture and $2.1 million related to the change in tenant accounts receivable, prepaid expenses and other assets, deferred revenue associated with operating leases, principal payments on operating lease obligations, and accounts payable, accrued expenses and other liabilities.

Investing Activities

We used $126.3 million and $21.0 million in cash for investing activities during the six months ended June 30, 2024 and 2023, respectively. Net cash used in investing activities for the six months ended June 30, 2024 includes $58.2 million in real estate acquisitions and deposits, $43.0 million in additions to development properties, $19.6 million in additions to operating properties and $5.5 million in investment in loan receivable. Net cash used in investing activities for the six months ended June 30, 2023 includes

$12.1 million in additions to operating properties and $9.0 million in additions to development properties, offset by $0.1 million in real estate acquisitions and deposits.

Financing Activities

We generated $50.7 million and used $33.6 million in cash from financing activities during the six months ended June 30, 2024 and 2023, respectively. Net cash generated in financing activities for the six months ended June 30, 2024 includes $150.0 million in note payable issuances and $8.0 million in gross proceeds from issuance of shares of our common stock, offset by $57.5 million in dividend payments, $25.0 million in term loan repayments, $10.6 million in mortgage notes payable repayment, $7.4 million in deferred financing costs, $6.5 million in net paydowns under our revolving credit facility and $0.3 million in the payment of offering costs. Net cash used by financing activities for the six months ended June 30, 2023 includes $55.6 million in dividend payments, $17.8 million in mortgage notes payable repayment, $12.5 million in net pay downs under our revolving credit facility and $0.1 million in the payment of offering costs, offset by $52.4 million in gross proceeds from issuance of shares of our common stock.

Non-GAAP Financial Measures

We use and present Funds From Operations ("FFO") and Core FFO as supplemental measures of our performance. The summary below describes our use of FFO and Core FFO and provides information regarding why we believe these measures are meaningful supplemental measures of our performance and reconciles these measures from net income, presented in accordance with GAAP.

Funds From Operations and Core Funds From Operations

FFO is a supplemental measure of our performance. We present FFO calculated in accordance with the current National Association of Real Estate Investment Trusts ("Nareit") definition set forth in the Nareit FFO White Paper – Restatement 2018. FFO includes the REIT's share of FFO generated by unconsolidated affiliates. In addition, we present Core FFO for certain other adjustments that we believe enhance the comparability of our FFO across periods and to the FFO reported by other publicly traded REITs. FFO is a supplemental performance measure that is commonly used in the real estate industry to assist investors and analysts in comparing results of REITs.

FFO is defined by Nareit as net income (calculated in accordance with GAAP), excluding:

- Depreciation and amortization related to real estate.
- Gains and losses from the sale of certain real estate assets.
- Gains and losses from change in control.
- Impairment write-downs of certain real estate assets and investments in entities when the impairment is directly attributable to decreases in the value of depreciable real estate held by the entity.

We present FFO because we consider it an important supplemental measure of our operating performance, and we believe it is frequently used by securities analysts, investors and other interested parties in the evaluation of REITs, many of which present FFO when reporting results.

We adjust FFO to present Core FFO as an alternative measure of our operating performance, which, when applicable, excludes items which we believe are not representative of ongoing operating results, such as liability management related costs (including losses on extinguishment of debt and modification costs), catastrophic event charges, depreciation of non-real estate assets, provision for credit losses and the unconsolidated real estate venture's allocated share of these adjustments. In future periods, we may also exclude other items from Core FFO that we believe may help investors compare our results. We believe Core FFO more accurately reflects the ongoing operational and financial performance of our core business.

FFO and Core FFO are presented as supplemental financial measures and do not fully represent our operating performance. Other REITs may use different methodologies for calculating FFO and Core FFO or use other definitions of FFO and Core FFO and, accordingly, our presentation of these measures may not be comparable to other REITs. Neither FFO nor Core FFO is intended to be a measure of cash flow or liquidity. Please refer to our financial statements, prepared in accordance with GAAP, for purposes of evaluating our financial condition, results of operations and cash flows.

The following table sets forth a reconciliation of our net income to FFO and Core FFO for the three and six months ended June 30, 2024 and 2023 (amounts in thousands):

	For the three months ended June 30,		For the six months ended June 30,	
	2024	2023	2024	2023
Net income	$ 4,850	$ 5,778	$ 9,734	$ 10,192
Depreciation of real estate assets	23,834	22,368	47,383	45,199
Unconsolidated real estate venture allocated share of above adjustments	2,006	1,875	4,008	3,750
FFO	30,690	30,021	61,125	59,141
Adjustments to FFO:				
Loss on extinguishment of debt	258	—	258	14
Provision for credit losses	218	—	218	—
Natural disaster event expense, net of recovery	(61)	(22)	(8)	78
Depreciation of non-real estate assets	252	251	503	501
Unconsolidated real estate venture allocated share of above adjustments	16	17	33	33
Core FFO	31,373	30,267	62,129	59,767

Critical Accounting Estimates

The preparation of financial statements in conformity with GAAP requires management to use judgment in the application of accounting policies, including making estimates and assumptions. We base these estimates, judgments, and assumptions on historical experience, current trends, and various other factors that we believe to be reasonable under the circumstances. If our judgment or interpretation of the facts and circumstances relating to various transactions had been different, or different assumptions were made, it is possible that different accounting policies would have been applied, resulting in different financial results or a different presentation of our financial statements.

Our Annual Report on Form 10-K for the year ended December 31, 2023 contains a discussion of our significant accounting policies, which utilize relevant critical accounting estimates. During the six months ended June 30, 2024, there were no material changes to the discussion of our significant accounting policies included in our Annual Report on Form 10-K for the year ended December 31, 2023.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

Market risk is the risk of loss from adverse changes in market prices and interest rates. Our future earnings, cash flows and fair values relevant to financial instruments are dependent upon prevailing market interest rates. Our primary market risk results from our indebtedness, which bears interest at both fixed and variable rates. We manage and may continue to manage our market risk on variable rate debt by entering into swap arrangements to, in effect, fix the rate on all or a portion of the debt for varying periods up to maturity. This in turn, reduces the risks of variability of cash flows created by variable rate debt and mitigates the risk of increases in interest rates. Our objective when undertaking such arrangements is to reduce our floating rate exposure and we do not intend to enter into hedging arrangements for speculative purposes. For more information on our interest rate swaps, see Note 6 to the Consolidated Financial Statements.

As of June 30, 2024, $1.4 billion, or 96.6% of our debt, excluding unamortized premiums and discounts, had fixed interest rates and $47.5 million, or 3.4%, had variable interest rates based on SOFR. If market interest rates on our variable rate debt fluctuate by 25 basis points, our interest expense would increase or decrease, depending on rate movement, by $0.1 million annually.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

We carried out an evaluation required by the Exchange Act, under the supervision and with the participation of our principal executive officer and principal financial officer, of the effectiveness of the design and operation of our disclosure controls and procedures, as defined in Rule 13a -15(e) and Rule 15d-15 of the Exchange Act, as of June 30, 2024. Based on this evaluation, our principal executive officer and principal financial officer concluded that, as of June 30, 2024, our disclosure controls and procedures were effective to provide reasonable assurance that information required to be disclosed by us in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms and to provide reasonable assurance that such information is accumulated and communicated to our management, including our principal executive officer and principal financial officer, as appropriate, to allow timely decisions regarding required disclosures.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting during the quarter ended June 30, 2024 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Part II

Item 1. Legal Proceedings

We are not currently involved in any material litigation nor, to our knowledge, is any material litigation currently threatened against us.

Item 1A. Risk Factors

Except to the extent additional factual information disclosed elsewhere in this Quarterly Report on Form 10-Q relates to such risk factors (including, without limitation, the matters discussed in Part I, "Item 2—Management's Discussion and Analysis of Financial Condition and Results of Operations"), there were no material changes to the risk factors disclosed in Part I, "Item 1A. Risk Factors" of our Annual Report on Form 10-K for the year ended December 31, 2023.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

None.

Item 3. Defaults Upon Senior Securities

Not applicable.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

During the three months ended June 30, 2024, none of our directors or officers (as defined in Rule 16a-1(f) of the Exchange Act) adopted, terminated or modified a Rule 10b5-1 trading arrangement or non-Rule 10b5-1 trading arrangement (as such terms are defined in Item 408 of Regulation S-K).

Item 6. Exhibits

The following exhibits are included, or incorporated by reference, in this Quarterly Report on Form 10-Q:

Exhibit	Exhibit Description
3.1	Amended and Restated Articles of Amendment and Restatement of Easterly Government Properties, Inc. (previously filed as Exhibit 3.1 to Amendment No. 2 to the Company's Registration Statement on Form S-11 on January 30, 2015 and incorporated herein by reference)
3.2	Amended and Restated Bylaws of Easterly Government Properties, Inc. (previously filed as Exhibit 3.2 to Amendment No. 2 to the Company's Registration Statement on Form S-11 on January 30, 2015 and incorporated herein by reference)
3.3	First Amendment to Amended and Restated Bylaws of Easterly Government Properties, Inc. (previously filed as Exhibit 3.1 to the Company's Current Report on Form 8-K on February 27, 2019 and incorporated herein by reference)
3.4	Second Amendment to Amended and Restated Bylaws of Easterly Government Properties, Inc. (previously filed as Exhibit 3.1 to the Company's Current Report on Form 8-K on May 20, 2021 and incorporated herein by reference)
4.1	Specimen Certificate of Common Stock of Easterly Government Properties, Inc. (previously filed as Exhibit 4.1 to Amendment No. 2 to the Company's Registration Statement on Form S-11 on January 30, 2015 and incorporated herein by reference)
10.1	Easterly Government Properties, Inc. 2024 Equity Incentive Plan (previously files as Exhibit 10.1 to the Company's Current Report on Form 8-K filed on May 21, 2024)
10.2	Credit Agreement, dated as of June 3, 2024, by and among Easterly Government Properties Inc., Easterly Government Properties LP, the Guarantors named therein, the Initial Lenders and Initial Issuing Banks named therein, and Citibank, N.A., as Administrative Agent, Wells Fargo Bank, N.A., PNC Bank, National Association and Truist Bank, as Co-Syndication Agents, BMO Bank, N.A., Raymond James Bank and U.S. Bank National Association, as Co-Documentation Agents, and Citibank, N.A., Wells Fargo Securities, LLC, PNC Capital Markets LLC and Truist Securities, Inc., as Joint Lead Arrangers and Joint Book Running Managers (previously filed as Exhibit 10.1 to the Company's Current Report on Form 8-K filed on June 5, 2024)
10.3*	Eighth Amendment to Term Loan Agreement, dated as of July 15, 2024, by and among Easterly Government Properties Inc., Easterly Government Properties LP, the Guarantors named therein, PNC Bank, National Association, as Administrative Agent and a Lender, and U.S. Bank National Association and Truist Bank, as Lenders
10.4*	Fourth Amendment to Second Amended and Restated Credit Agreement, dated as of July 15, 2024, by and among Easterly Government Properties Inc., Easterly Government Properties LP, the Guarantors named therein, the Initial Lenders and Initial Issuing Banks named therein, and Citibank, N.A., as Administrative Agent, Wells Fargo Bank, N.A. and PNC Bank, National Association, as Co-Syndication Agents, BMO Harris Bank, N.A., Raymond James Bank, Royal Bank of Canada and Truist Bank, as Co-Documentation Agents, and Citibank, N.A., Wells Fargo Securities, LLC and PNC Capital Markets LLC, as Joint Lead Arrangers and Joint Book Running Managers
31.1*	Certification of Chief Executive Officer Required by Rule 13a-14(a) of the Securities Exchange Act of 1934, as amended
31.2*	Certification of Chief Financial Officer Required by Rule 13a-14(a) of the Securities Exchange Act of 1934, as amended
32.1**	Certification of Chief Executive Officer and Chief Financial Officer Required by Rule 13a-14(b) of the Securities Exchange Act of 1934, as amended
101.INS*	Inline XBRL Instance Document – the instance document does not appear in the Interactive Data File as its XBRL tags are embedded within the Inline XBRL document.
101.SCH*	Inline XBRL Taxonomy Extension Schema With Embedded Linkbase Documents
104*	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Filed herewith
** Furnished herewith

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Easterly Government Properties, Inc.

Date: July 31, 2024

/s/ Darrell W. Crate

Darrell W. Crate
Chief Executive Officer
(Principal Executive Officer)

Date: July 31, 2024

/s/ Allison E. Marino

Allison E. Marino
Executive Vice President, Chief Financial Officer and Chief Accounting Officer
(Principal Financial and Accounting Officer)

Exhibit 10.3

Execution Version

EIGHTH AMENDMENT TO TERM LOAN AGREEMENT

This EIGHTH AMENDMENT TO TERM LOAN AGREEMENT (this "Amendment") is entered into as of this 15th day of July, 2024, among EASTERLY GOVERNMENT PROPERTIES LP, a Delaware limited partnership (the "Borrower"), EASTERLY GOVERNMENT PROPERTIES, INC., a Maryland corporation (the "Parent"), the entities listed on the signature pages hereto as the subsidiary guarantors from time to time (the "Subsidiary Guarantors" and, together with the Parent, the "Guarantors"), the banks, financial institutions and other institutional lenders listed on the signature pages hereof as the lenders (each a "Lender" and collectively, the "Lenders") and PNC BANK, NATIONAL ASSOCIATION, as administrative agent (the "Administrative Agent") for the Lenders.

Recitals

The Borrower, the Administrative Agent and the Lenders have entered into a certain Term Loan Agreement dated as of September 29, 2016 (as amended by that certain First Letter Amendment dated as of October 28, 2016, that certain Second Amendment to Term Loan Agreement dated as of June 18, 2018, that certain Third Letter Amendment dated as of October 3, 2018, that certain Fourth Amendment to Term Loan Agreement dated as of July 23, 2021, that certain Fifth Amendment to Term Loan Agreement dated as of November 29, 2022, that certain Sixth Amendment to Term Loan Agreement dated as of May 30, 2023 and that certain Seventh Amendment to Term Loan Agreement dated as of January 23, 2024, the "Loan Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement. The Borrower has requested that the Administrative Agent and the Lenders make conforming amendments to certain provisions of the Loan Agreement and the Administrative Agent and the Lenders are willing to make such amendments to the Loan Agreement in accordance with and subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
AMENDMENTS TO LOAN AGREEMENT

1.1 **Amendments to Loan Agreement**.

(a) Section 1.01 of the Loan Agreement is hereby amended by adding the following new definitions:

(i) "***Anti-Corruption Laws***" shall mean all laws, rules, and regulations of any jurisdiction applicable to the Borrower, the Parent or their Subsidiaries from time to time concerning or relating to bribery, corruption or money laundering including, without limitation, the United States Foreign Corrupt Practices Act of 1977, as amended.

(ii) "***Existing Revolving Credit Agreement***" means that certain Credit Agreement dated as of June 3, 2024 among the Borrower, the Parent, the other guarantors party thereto, the lenders party thereto and Citibank, N.A. as administrative agent, as the same has been or may hereafter be, amended or otherwise modified, together with any replacement or successor facility that Borrower may enter into (including without limitation, any amendment and restatement of the Credit Agreement referred to above).

(iii) "***Leverage Increase Period***" has the meaning specified in Section 5.04(a)(i).

(iv) “***Unsecured Leverage Increase Period***” has the meaning specified in Section 5.04(b)(i).

(b) The definition of “***Funds from Operations***” in Section 1.01 of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

> "“***Funds From Operations***” means, with respect to the Parent, net income (computed in accordance with GAAP), excluding from such amount (i) gains (or losses) from sales of property and extraordinary and unusual items, (ii) the amortization of lease inducements into rental income, (iii) non-cash compensation expense as reported in the publicly filed financial statements of the Parent, (iv) to the extent subtracted in computing net income, non-recurring items of the Parent and its Subsidiaries determined on a consolidated basis and in accordance with GAAP and (v) depreciation and amortization, and after adjustments for unconsolidated Joint Ventures. Adjustments for unconsolidated Joint Ventures will be calculated to reflect funds from operations on the same basis.”

(c) The definition of “***Senior Financing Transaction***” in Section 1.01 of the Credit Agreement is hereby amended by adding the words “and Existing Revolving Credit Agreement” immediately after the words “Existing Credit Agreement”.

(d) Section 5.04(a)(i) of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

> “(i) Maximum Leverage Ratio. Maintain at all times a Leverage Ratio of not greater than 60%; *provided*, *however*, that the Leverage Ratio may be increased to 65% for the four consecutive fiscal quarters following the fiscal quarter in which a Material Acquisition occurs (the period during which any such increase in the Leverage Ratio shall be in effect being called a “*Leverage Increase Period*”). There shall be no more than two Leverage Increase Periods prior to the Maturity Date.”

(e) Section 5.04(a)(iv) of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

> “(iv) Minimum Tangible Net Worth. Maintain at all times tangible net worth of the Parent and its Subsidiaries, as determined in accordance with GAAP, of not less than the sum of $1,040,884,500 plus an amount equal to 75% times the net cash proceeds of all issuances and primary sales of Equity Interests of the Parent or the Borrower consummated following March 31, 2024.”

(f) Section 5.04(b)(i) of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

> “(i) Maximum Unsecured Leverage Ratio. Maintain at all times an Unsecured Leverage Ratio of not greater than 60%; *provided*, *however*, that the Unsecured Leverage Ratio may be increased to 65% for the four consecutive fiscal quarters following the fiscal quarter in which a Material Acquisition occurs (the period during which any such increase in the Leverage Ratio shall be in effect being called a “*Unsecured Leverage Increase Period*”). There shall be no more than two Unsecured Leverage Increase Periods prior to the Maturity Date.”

(g) Section 9.01(a) of the Loan Agreement is hereby amended as follows:

(i) The words “or (x)” are hereby deleted and replaced with the following:

“(x) subordinate, or have the effect of subordinating, the Obligations hereunder to any other Debt without the consent of each Lender or (xi)”

(ii) The reference to Section 10.01(d) in clause (B) of the proviso is hereby amended to reference Section 9.01(d).

ARTICLE II
CONDITIONS TO EFFECTIVENESS

2.1 **Closing Conditions**.

(a) Except for Section 1.1(g), this Amendment shall become effective as of June 28, 2024 on the date on which, and only if, each of the following conditions precedent shall have been satisfied (such date, the “Amendment Effective Date”):

(i) The Administrative Agent shall have received counterparts of this Amendment executed by the Borrower and the Guarantors;

(ii) The Administrative Agent shall have received counterparts of this Amendment executed by the Required Lenders; and

(iii) All of the fees and expenses of the Administrative Agent (including the reasonable fees and expenses of counsel for the Administrative Agent) due and payable on the Amendment Effective Date shall have been paid in full.

(b) Section 1.1(g) shall become effective as of June 28, 2024 on the date on which, and only if, each of the following conditions precedent shall have been satisfied:

(i) each of the conditions precedent to the Amendment Effective Date have been satisfied; and

(ii) The Administrative Agent shall have received counterparts of this Amendment executed by all of the Lenders.

(c) The effectiveness of this Amendment is further conditioned upon the accuracy of the factual matters described herein.

ARTICLE III
MISCELLANEOUS

3.1 **Amended Terms**. On and after the Amendment Effective Date, all references to the Loan Agreement in each of the Loan Documents shall hereafter mean the Loan Agreement as amended and modified by this Amendment. Except as specifically amended and modified hereby, the Loan Agreement and each of the other Loan Documents are hereby ratified and confirmed by the Loan Parties and shall remain in full force and effect according to their respective terms.

3.2 **Representations and Warranties of Loan Parties**. Each of the Loan Parties represents and warrants as follows:

(a) It has taken all necessary action to authorize the execution, delivery and performance of this Amendment.

(b) This Amendment has been duly executed and delivered by such Person and constitutes such Person's legal, valid and binding obligation, enforceable in accordance with its terms, except as such enforceability may be subject to (i) bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or similar laws affecting creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

(c) No consent, approval, authorization or order of, or filing, registration or qualification with, any court or governmental authority or third party is required in connection with the execution, delivery or performance by such Person of this Amendment.

(d) After giving effect to this Amendment, the representations and warranties set forth in Article IV of the Loan Agreement are true and correct in all material respects (unless qualified as to materiality or Material Adverse Effect, in which case such representations and warranties shall be true and correct in all respects and except to the extent any such representation or warranty is stated to relate solely to an earlier date, in which case such representation or warranty shall have been true and correct on and as of such earlier date, and except further to the extent any such representations and warranties that are no longer true and correct as a result of factual changes since the Closing Date that are permitted under the Loan Agreement) as of the date hereof (except for those which expressly relate to an earlier date, in which case such representations and warranties shall be true and correct as of such earlier date).

(e) As of the date hereof, to the knowledge of the Borrower, there exists no Default or Event of Default under any of the Loan Documents.

(f) The Obligations are not subject to any offsets, defenses or counterclaims.

3.3 **Reaffirmation of Obligations**. Except as specifically amended or modified hereby, each Loan Party hereby ratifies the Loan Agreement and the other Loan Documents and acknowledges and reaffirms (a) that it is bound by all terms of the Loan Agreement and the other Loan Documents applicable to it and (b) that it is responsible for the observance and full performance of the Obligations.

3.4 **Loan Document**. This Amendment shall constitute a Loan Document under the terms of the Loan Agreement. On and after the effectiveness of this Amendment, each reference in the Loan Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Loan Agreement, and each reference in the other Loan Documents to "the Loan Agreement", "thereunder", "thereof" or words of like import referring to the Loan Agreement, shall mean and be a reference to the Loan Agreement, as amended and modified by this Amendment. No amendment, modification, or waiver of any of the provisions of this Amendment by any party hereto shall be deemed to be made unless the same shall be in writing signed on behalf of each party hereto.

3.5 **Expenses**. Each Loan Party agrees jointly and severally to pay, in accordance with Section 9.04 of the Loan Agreement, all reasonable and documented out-of-pocket costs and expenses of the Administrative Agent in connection with the preparation, execution and delivery of this Amendment, including without limitation, the reasonable and documented fees and expenses of O'Melveny & Myers LLP, counsel for the Administrative Agent.

3.6 **Further Assurances**. The Loan Parties agree to promptly take such action, upon the request of the Administrative Agent, as is necessary to carry out the intent of this Amendment.

3.7 **Entirety**. This Amendment and the other Loan Documents embody the entire agreement among the parties hereto and supersede all prior agreements and understandings, oral or written, if any, relating to the subject matter hereof.

3.8 **Counterparts; Telecopy**. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Delivery of an executed counterpart to this Amendment by telecopy or other electronic means (e.g., PDF by e-mail) shall be effective as an original and shall constitute a representation that an original will be delivered. Copies of originals, including copies delivered by facsimile, .pdf, or other electronic means, shall have the same import and effect as original counterparts and shall be valid, enforceable and binding for the purposes of this Amendment and each other Loan Document. The words "execution," "signed," "signature," and words of like import in this Amendment shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. Notwithstanding anything contained herein to the contrary, the Administrative Agent is under no obligation to accept an electronic signature in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it. Without limitation of the foregoing, (a) to the extent the Administrative Agent has agreed to accept such electronic signature, the Administrative Agent and each of the Lenders shall be entitled to rely on any such electronic signature purportedly given by or on behalf of any Loan Party or any other party hereto without further verification and regardless of the appearance or form of such electronic signature and (b) upon the request of the Administrative Agent or any Lender, any electronic signature shall be promptly followed by a manually executed counterpart. Each Loan Party hereby waives (i) any argument, defense or right to contest the legal effect, validity or enforceability of this Amendment and/or any other Loan Document based solely on the lack of paper original copies of this Amendment and/or such other Loan Document and (ii) any claim against the Administrative Agent or any Lender for any liabilities arising solely from such Person's reliance on or use of electronic signatures, including any liabilities arising as a result of the failure of the Loan Parties to use any available security measures in connection with the execution, delivery or transmission of any electronic signature.

3.9 **No Actions, Claims, Etc.** As of the date hereof, each of the Loan Parties hereby acknowledges and confirms that it has no knowledge of any actions, causes of action, claims, demands, damages and liabilities of whatever kind or nature, in law or in equity, against the Administrative Agent, the Lender Parties, or the Administrative Agent's or the Lender Parties' respective officers, employees, representatives, agents, counsel or directors arising from any action by such Persons, or failure of such Persons to act under the Loan Agreement on or prior to the date hereof.

3.10**GOVERNING LAW**. THIS AMENDMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

3.11**Successors and Assigns**. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.12**Consent to Jurisdiction; Service of Process; Waiver of Jury Trial**. The jurisdiction, service of process and waiver of jury trial provisions set forth in Sections 9.16 and 9.18 of the Loan Agreement are hereby incorporated by reference, *mutatis mutandis*.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and take effect as an instrument under seal as of the date first set forth above.

BORROWER:

EASTERLY GOVERNMENT PROPERTIES LP,
a Delaware limited partnership

By: EASTERLY GOVERNMENT PROPERTIES, INC., a Maryland corporation, its sole General Partner

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and Chief Accounting Officer

PARENT:

EASTERLY GOVERNMENT PROPERTIES, INC., a Maryland corporation

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and Chief Accounting Officer

[*Signatures continue*]

SUBSIDIARY GUARANTORS:

USGP ALBANY DEA, LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

USGP DALLAS DEA LP,
a Delaware limited partnership

By: USGP DALLAS 1 G.P., LLC, its general partner

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

USGP DEL RIO CH LP,
a Delaware limited partnership

By: USGP DEL RIO 1 G.P., LLC, its general partner

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

USGP FRESNO IRS, LLC,
a Delaware limited liability company

By: USGP FRESNO IRS MEMBER LLC, its sole member

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

USGP SAN ANTONIO, LP,
a Delaware limited partnership

By: USGP SAN ANTONIO GP, LLC, its general partner

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

[*Signatures continue*]

USGP ALBUQUERQUE USFS I, LLC,
a Delaware limited liability company

By: USGP ALBUQUERQUE USFS I MEMBER, LLC, its sole member

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

USGP II ARLINGTON PTO LP,
a Delaware limited partnership

By: USGP II ARLINGTON PTO GENERAL PARTNER LLC, its general partner

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

USGP II LAKEWOOD DOT LP,
a Delaware limited partnership

By: USGP II LAKEWOOD DOT GENERAL PARTNER LLC, its general partner

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

USGP II LITTLE ROCK FBI LP,
a Delaware limited partnership

By: USGP II LITTLE ROCK FBI GENERAL PARTNER LLC, its general partner

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

[*Signatures continue*]

USGP II MARTINSBURG USCG LP,
a Delaware limited partnership

By: USGP II MARTINSBURG USCG GENERAL PARTNER LLC, its general partner

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 4411 OMAHA LP,
a Delaware limited partnership

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP CH EL CENTRO LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP DEA NORTH HIGHLANDS LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP DEA RIVERSIDE LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

[*Signatures continue*]

EGP DEA SANTA ANA LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP DEA VISTA LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP DEA WH SAN DIEGO LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP SSA SAN DIEGO LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP HUNTER LUBBOCK LP,
a Delaware limited partnership

By: EGP LUBBOCK GP LLC, its general partner

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

[*Signatures continue*]

EGP CH ABERDEEN LLC, a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and Chief Accounting Officer

EGP 2297 OTAY LLC, a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and Chief Accounting Officer

EGP USCIS LINCOLN LLC, a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and Chief Accounting Officer

EGP DEA LAB DALLAS LP,
a Delaware limited partnership

By: EGP DEA LAB DALLAS GENERAL PARTNER LLC, its general partner

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and Chief Accounting Officer

EGP 1970 RICHMOND LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and Chief Accounting Officer

[*Signatures continue*]

EGP 5441 ALBUQUERQUE LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 601 OMAHA LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 920 BIRMINGHAM LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 300 KANSAS CITY LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 1000 BIRMINGHAM LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

[*Signatures continue*]

EGP 200 ALBANY LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 401 SOUTH BEND LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 5425 SALT LAKE LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 1540 SOUTH BEND LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 1201 ALAMEDA LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

[*Signatures continue*]

EGP 10749 LENEXA LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 1547 TRACY LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 5855 SAN JOSE LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 10824 DALLAS LP,
a Delaware limited partnership

By: EGP 10824 DALLAS GENERAL PARTNER LLC, its general partner

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 130 BUFFALO LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

[*Signatures continue*]

EGP 320 CLARKSBURG LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 320 PARKERSBURG LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 500 CHARLESTON LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 2300 DES PLAINES LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 3311 PITTSBURGH LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

[*Signatures continue*]

EGP 85 CHARLESTON LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 7400 BAKERSFIELD LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 1440 UPPER MARLBORO LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 836 BIRMINGHAM LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 22624 STERLING LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

[*Signatures continue*]

EGP 1201 PORTLAND LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 116 SUFFOLK LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 2901 NEW ORLEANS LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 11201 LENEXA LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 14101 TUSTIN LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

[*Signatures continue*]

ORANGE VA LLC,
a Delaware limited liability company

By: EGP WEST HAVEN LLC, its sole member

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 660 EL PASO LP,
a Delaware limited partnership

By: EGP 660 EL PASO GENERAL PARTNER LLC, its general member

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 4444 MOBILE LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP CHICO LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 200 MOBILE LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

[*Signatures continue*]

EGP 4136 NORTH CHARLESTON LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 111 JACKSON LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 654 LOUISVILLE LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 717 LOUISVILLE LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 1501 KNOXVILLE LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

[*Signatures continue*]

EGP 318 SPRINGFIELD LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 7220 KANSAS CITY LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP DEA PLEASANTON LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 925 BROOKLYN HEIGHTS LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

WEST INDY VA LLC,
a Delaware limited liability company

By: EGP 3510 LUBBOCK LLC, its sole member

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

[*Signatures continue*]

EGP 17101 BROOMFIELD LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 5525 TAMPA LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 2146 COUNCIL BLUFFS LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 1065 ANAHEIM LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 2400 NEWPORT NEWS LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

[*Signatures continue*]

EGP 1500 ATLANTA LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 555 GOLDEN LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 8222 IRVING LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 9495 ORLANDO LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 6643 ORLANDO LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

[*Signatures continue*]

The foregoing Amendment is hereby consented to, acknowledged and agreed as of the date hereof.

PNC BANK, NATIONAL ASSOCIATION,
as the Administrative Agent and a Lender

By: /s/ Shari Reams-Henofer
Name: Shari Reams-Henofer
Title: Senior Vice President

[*Signatures continue*]

U.S. BANK NATIONAL ASSOCIATION

By: /s/ Germaine Korhone
Name: Germaine Korhone
Title: Senior Vice President

[*Signatures continue*]

TRUIST BANK, as a Lender

By: /s/ C. Vincent Hughes, Jr.
Name: C. Vincent Hughes, Jr.
Title: Senior Vice President

[*Signatures end*]

Exhibit 10.4

Execution Version

FOURTH AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT

This FOURTH AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT (the "***Amendment***") is entered into as of this 15th day of July, 2024, among EASTERLY GOVERNMENT PROPERTIES LP, a Delaware limited partnership (the "***Borrower***"), EASTERLY GOVERNMENT PROPERTIES, INC., a Maryland corporation (the "***Parent***"), the entities listed on the signature pages hereto as the subsidiary guarantors from time to time (the "***Subsidiary Guarantors***" and, together with the Parent, the "***Guarantors***"), the banks, financial institutions and other institutional lenders listed on the signature pages hereof as the initial lenders (the "***Initial Lenders***"), CITIBANK, N.A., Wells Fargo Bank, N.A. ("***Wells Fargo***") and PNC Bank, National Association ("***PNC***"), as the initial issuers of Letters of Credit (the "***Initial Issuing Banks***") and CITIBANK, N.A. ("***Citi***"), as administrative agent (together with any successor administrative agent appointed pursuant to Section 8.06 of the Credit Agreement, the "***Administrative Agent***") for the Lender Parties.

Recitals

The Borrower, the Parent, the Guarantors, the Initial Lenders, the Initial Issuing Banks and the Administrative Agent are parties to that certain Second Amended and Restated Credit Agreement dated as of July 23, 2021 (as amended by that certain First Amendment to Second Amended and Restated Credit Agreement dated as of July 22, 2022, that certain Second Amendment to Second Amended and Restated Credit Agreement dated as of November 23, 2022 and that certain Third Amendment to Second Amended and Restated Credit Agreements dated as of May 30, 2023, the "***Credit Agreement***"). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement. The Borrower has requested that the Administrative Agent and the Lenders make conforming amendments to certain provisions of the Credit Agreement and the Administrative Agent and the Lenders are willing to make such amendments to the Credit Agreement in accordance with and subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
AMENDMENTS TO CREDIT AGREEMENT

1.1 Amendments to Credit Agreement.

(a) Section 1.01 of the Credit Agreement is hereby amended by deleting the following definitions in their entirety:

(i) "***Sustainability Rating***"

(ii) "***Sustainability Metric Percentage***"

(b) Section 1.01 of the Credit Agreement is hereby amended by adding the following new definitions:

(i) "***ESG***" has the meaning specified in Section 2.22(a).

(ii) "***ESG Amendment***" has the meaning specified in Section 2.22(a).

(iii) "***ESG Pricing Provisions***" has the meaning specified in Section 2.22(a).

(iv) "***Existing Revolving Credit Agreement***" means that certain Credit Agreement dated as of June 3, 2024 among the Borrower, the Parent, the other guarantors party thereto, the lenders party thereto and Citibank, N.A. as administrative agent, as the same has been or may hereafter be, amended or otherwise modified, together with any replacement or successor facility that Borrower may enter into (including without limitation, any amendment and restatement of the Credit Agreement referred to above).

(v) "***KPI's***" has the meaning specified in Section 2.22(a).

(vi) "***Leverage Increase Period***" has the meaning specified in Section 5.04(a)(i).

(vii) "***Unsecured Leverage Increase Period***" has the meaning specified in Section 5.04(b)(i).

(c) The definition of "***Applicable Margin***" in Section 1.01 of the Credit Agreement is hereby amended by deleting the paragraph immediately following subsection (b) in its entirety.

(d) The definition of "***Funds from Operations***" in Section 1.01 of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

> ""***Funds From Operations***" means, with respect to the Parent, net income (computed in accordance with GAAP), excluding from such amount (i) gains (or losses) from sales of property and extraordinary and unusual items, (ii) the amortization of lease inducements into rental income, (iii) non-cash compensation expense as reported in the publicly filed financial statements of the Parent, (iv) to the extent subtracted in computing net income, non-recurring items of the Parent and its Subsidiaries determined on a consolidated basis and in accordance with GAAP and (v) depreciation and amortization, and after adjustments for unconsolidated Joint Ventures. Adjustments for unconsolidated Joint Ventures will be calculated to reflect funds from operations on the same basis."

(e) The definition of "***RC Maturity Date***" is Section 1.01 of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

> ""***RC Maturity Date***" means the earliest to occur of (a) July 23, 2025, (b) the date of termination of all of the Revolving Credit Commitments by the Borrower pursuant to Section 2.05 or (c) the date of termination of all of the Revolving Credit Commitments and the Letter of Credit Commitments pursuant to Section 6.01."

(f) The definition of "***Senior Financing Transaction***" in Section 1.01 of the Credit Agreement is hereby amended by adding the words "and Existing Revolving Credit Agreement" immediately after the words "Existing Term Loan Agreement".

(g) The following shall be added to the Credit Agreement as a new Section 2.22 entitled "Sustainability Adjustments Amendment":

> "Section 2.22 Sustainability Adjustments Amendment
>
> (a) ESG Amendment. On or prior to the date which is twelve (12) months following the Closing Date, the Borrower, in consultation with the Administrative Agent, shall be entitled to establish specified Key Performance Indicators ("***KPI's***") with respect to certain Environmental, Social and Governance ("***ESG***") targets of the Borrowers and their Subsidiaries. The Administrative Agent

and the Borrower may amend this Agreement (such amendment, the "***ESG Amendment***") solely for the purpose of incorporating the KPI's and other related provisions (the "***ESG Pricing Provisions***") into this Agreement, and any such amendment (including provisions with respect to the reporting and validation of the measurement of the proposed KPI's) shall become effective with the written consent of the Required Lenders, the Borrower and the Administrative Agent. Upon the effectiveness of any such ESG Amendment, based on the Borrower's performance against the KPI's, certain adjustments (increase, decrease or no adjustment) to the otherwise applicable Applicable Margin for Base Rate Advances, Adjusted Term SOFR Advances and Adjusted DSS Advances; *provided* that the amount of such adjustments shall not exceed a 0.01% increase and/or decrease in the otherwise applicable Applicable Margin for Base Rate Advances, Adjusted Term SOFR Advances and Adjusted DSS Advances, and the adjustments to the Applicable Margin for Base Rate Advances shall be the same as the adjustments to the Applicable Margin for Adjusted Term SOFR Advances and Adjusted DSS Advances; *provided further* that (i) in no event shall the Applicable Margin for Base Rate Advances, Adjusted Term SOFR Advances and Adjusted DSS Advances be less than zero and (ii) such adjustments shall be made on a per annum basis, and shall not be cumulative from year to year. The pricing adjustments pursuant to the KPI's will require, among other things, reporting and validation of the measurement of the KPI's in a manner that is aligned with the sustainability linked loan principles and is to be agreed between the Administrative Agent and the Borrower (each acting reasonably), including the appointment of a sustainability assurance provider. Following the effectiveness of the ESG Amendment, any modification to the ESG Pricing Provisions shall be subject only to the consent of the Borrower and the Required Lenders if such modification does not have the effect of reducing the applicable Applicable Margin for Base Rate Advances, Adjusted Term SOFR Advances and Adjusted DSS Advances to a level not otherwise permitted by this Section 2.22(a) (it being understood that any such modification having the effect of reducing the Applicable Margin for Base Rate Advances, Adjusted Term SOFR Advances and Adjusted DSS Advances to a level not otherwise permitted by this paragraph would require approval by all affected Lenders in accordance with Section 9.01).

(b) Sustainability Structuring. The Administrative Agent will (i) assist the Borrower in determining the ESG Pricing Provisions in connection with the ESG Amendment and (ii) assist the Borrower in preparing informational materials focused on ESG to be used in connection with the ESG Amendment.

(c) Sustainability-Linked Loan. Each party to this Agreement hereby agrees that the Facility is not and shall not be a sustainability-linked loan unless and until the effectiveness of any ESG Amendment."

(h) Section 5.04(a)(i) of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

"(i) Maximum Leverage Ratio. Maintain at all times a Leverage Ratio of not greater than 60%; *provided*, *however*, that the Leverage Ratio may be increased to 65% for the four consecutive fiscal quarters following the fiscal quarter in which a Material Acquisition occurs (the period during which any such increase in the Leverage Ratio shall be in effect being called a "*Leverage Increase Period*"). There shall be no more than two Leverage Increase Periods prior to the Termination Date."

(i) Section 5.04(a)(iv) of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

"(iv) Minimum Tangible Net Worth. Maintain at all times tangible net worth of the Parent and its Subsidiaries, as determined in accordance with GAAP, of not less than the sum of $1,040,884,500 plus an amount equal to 75% times the net cash proceeds of all issuances and primary sales of Equity Interests of the Parent or the Borrower consummated following March 31, 2024."

(j) Section 5.04(b)(i) of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

"(i) Maximum Unsecured Leverage Ratio. Maintain at all times an Unsecured Leverage Ratio of not greater than 60%; *provided*, *however*, that the Unsecured Leverage Ratio may be increased to 65% for the four consecutive fiscal quarters following the fiscal quarter in which a Material Acquisition occurs (the period during which any such increase in the Leverage Ratio shall be in effect being called a "*Unsecured Leverage Increase Period*"). There shall be no more than two Unsecured Leverage Increase Periods prior to the Termination Date."

(k) Section 8.10 of the Credit Agreement is hereby deleted in its entirety.

(l) Section 9.01(a) of the Credit Agreement is hereby amended as follows:

(i) The words "or (x)" are hereby deleted and replaced with the following:

"(x) subordinate, or have the effect of subordinating, the Obligations hereunder to any other Debt without the consent of each Lender or (xi)"

(ii) The reference to Section 10.01(d) in clause (C) of the proviso is hereby amended to reference Section 9.01(d).

ARTICLE II
CONDITIONS TO EFFECTIVENESS

2.1 Closing Conditions.

(a) Except for Section 1.1(l), this Amendment shall become effective as of June 28, 2024 on the date on which, and only if, each of the following conditions precedent shall have been satisfied (such date, the "***Amendment Effective Date***"):

(i) The Administrative Agent shall have received counterparts of this Amendment executed by the Borrower and the Guarantors;

(ii) The Administrative Agent shall have received counterparts of this Amendment executed by the Required Lenders; and

(iii) All of the fees and expenses of the Administrative Agent (including the reasonable fees and expenses of counsel for the Administrative Agent) due and payable on the Amendment Effective Date shall have been paid in full.

(b) Section 1.1(l) shall become effective as of June 28, 2024 on the date on which, and only if, each of the following conditions precedent shall have been satisfied:

(i) each of the conditions precedent to the Amendment Effective Date have been satisfied; and

(ii) The Administrative Agent shall have received counterparts of this Amendment executed by all of the Lenders.

(c) The effectiveness of this Amendment is further conditioned upon the accuracy of the factual matters described herein.

ARTICLE III
MISCELLANEOUS

3.1 Amended Terms. On and after the Amendment Effective Date, all references to the Credit Agreement in each of the Loan Documents shall hereafter mean the Credit Agreement as amended and modified by this Amendment. Except as specifically amended and modified hereby, the Credit Agreement and each of the other Loan Documents are hereby ratified and confirmed by the Loan Parties and shall remain in full force and effect according to their respective terms.

3.2 Representations and Warranties of Loan Parties. Each of the Loan Parties represents and warrants as follows:

(a) It has taken all necessary action to authorize the execution, delivery and performance of this Amendment.

(b) This Amendment has been duly executed and delivered by such Person and constitutes such Person's legal, valid and binding obligation, enforceable in accordance with its terms, except as such enforceability may be subject to (i) bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or similar laws affecting creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

(c) No consent, approval, authorization or order of, or filing, registration or qualification with, any court or governmental authority or third party is required in connection with the execution, delivery or performance by such Person of this Amendment.

(d) After giving effect to this Amendment, the representations and warranties set forth in Article IV of the Credit Agreement are true and correct in all material respects (unless qualified as to materiality or Material Adverse Effect, in which case such representations and warranties shall be true and correct in all respects and except to the extent any such representation or warranty is stated to relate solely to an earlier date, in which case such representation or warranty shall have been true and correct on and as of such earlier date, and except further to the extent any such representations and warranties that are no longer true and correct as a result of factual changes since the Closing Date that are permitted under the Credit Agreement) as of the date hereof (except for those which expressly relate to an earlier date, in which case such representations and warranties shall be true and correct as of such earlier date).

(e) As of the date hereof, to the knowledge of the Borrower, there exists no Default or Event of Default under any of the Loan Documents.

(f) The Obligations are not subject to any offsets, defenses or counterclaims.

3.3 Reaffirmation of Obligations. Except as specifically amended or modified hereby, each Loan Party hereby ratifies the Credit Agreement and the other Loan Documents and acknowledges and reaffirms (a) that it is bound by all terms of the Credit Agreement and the other Loan Documents applicable to it and (b) that it is responsible for the observance and full performance of the Obligations.

3.4 Loan Document. This Amendment shall constitute a Loan Document under the terms of the Credit Agreement. On and after the effectiveness of this Amendment, each reference in the Credit Agreement to “this Agreement”, “hereunder”, “hereof” or words of like import referring to the Credit Agreement, and each reference in the other Loan Documents to “the Credit Agreement”, “thereunder”, “thereof” or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement, as amended and modified by this Amendment. No amendment, modification, or waiver of any of the provisions of this Amendment by any party hereto shall be deemed to be made unless the same shall be in writing signed on behalf of each party hereto.

3.5 Expenses. Each Loan Party agrees jointly and severally to pay, in accordance with Section 9.04 of the Credit Agreement, all reasonable and documented out-of-pocket costs and expenses of the Administrative Agent in connection with the preparation, execution and delivery of this Amendment, including without limitation, the reasonable and documented fees and expenses of O’Melveny & Myers LLP, counsel for the Administrative Agent.

3.6 Further Assurances. The Loan Parties agree to promptly take such action, upon the request of the Administrative Agent, as is necessary to carry out the intent of this Amendment.

3.7 Entirety. This Amendment and the other Loan Documents embody the entire agreement among the parties hereto and supersede all prior agreements and understandings, oral or written, if any, relating to the subject matter hereof.

3.8 Counterparts; Telecopy. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Delivery of an executed counterpart to this Amendment by telecopy or other electronic means (e.g., PDF by e-mail) shall be effective as an original and shall constitute a representation that an original will be delivered. Copies of originals, including copies delivered by facsimile, .pdf, or other electronic means, shall have the same import and effect as original counterparts and shall be valid, enforceable and binding for the purposes of this Amendment and each other Loan Document. The words “execution,” “signed,” “signature,” and words of like import in this Amendment shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. Notwithstanding anything contained herein to the contrary, the Administrative Agent is under no obligation to accept an electronic signature in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it. Without limitation of the foregoing, (a) to the extent the Administrative Agent has agreed to accept such electronic signature, the Administrative Agent and each of the Lenders shall be entitled to rely on any such electronic signature purportedly given by or on behalf of any Loan Party or any other party hereto without further verification and regardless of the appearance or form of such electronic signature and (b) upon the request of the Administrative Agent or any Lender, any electronic signature shall be promptly followed by a manually executed counterpart. Each Loan Party hereby waives (i) any argument, defense or right to contest the legal effect, validity or enforceability of this Amendment and/or any other Loan Document based solely on the lack of paper original copies of this Amendment and/or such other Loan Document and (ii) any claim against the Administrative Agent or any Lender for any liabilities arising solely from such Person’s reliance on or use of electronic signatures, including any liabilities arising as a result of the failure of the Loan Parties to use any available security measures in connection with the execution, delivery or transmission of any electronic signature.

3.9 No Actions, Claims, Etc. As of the date hereof, each of the Loan Parties hereby acknowledges and confirms that it has no knowledge of any actions, causes of action, claims, demands, damages and liabilities of whatever kind or nature, in law or in equity, against the Administrative Agent, the Lender Parties, or the Administrative Agent's or the Lender Parties' respective officers, employees, representatives, agents, counsel or directors arising from any action by such Persons, or failure of such Persons to act under the Credit Agreement on or prior to the date hereof.

3.10GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

3.11Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.12Consent to Jurisdiction; Service of Process; Waiver of Jury Trial. The jurisdiction, service of process and waiver of jury trial provisions set forth in Sections 9.16 and 9.18 of the Credit Agreement are hereby incorporated by reference, mutatis mutandis.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first set forth above.

BORROWER:

EASTERLY GOVERNMENT PROPERTIES LP,
a Delaware limited partnership

By: EASTERLY GOVERNMENT PROPERTIES, INC., a Maryland corporation, its sole General Partner

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and Chief Accounting Officer

PARENT:

EASTERLY GOVERNMENT PROPERTIES, INC., a Maryland corporation

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and Chief Accounting Officer

[*Signatures continue*]

SUBSIDIARY GUARANTORS:

USGP ALBANY DEA, LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and Chief Accounting Officer

USGP DALLAS DEA LP,
a Delaware limited partnership

By: USGP DALLAS 1 G.P., LLC, its general partner

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

USGP DEL RIO CH LP,
a Delaware limited partnership

By: USGP DEL RIO 1 G.P., LLC, its general partner

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

USGP FRESNO IRS, LLC,
a Delaware limited liability company

By: USGP FRESNO IRS MEMBER LLC, its sole member

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

USGP SAN ANTONIO, LP,
a Delaware limited partnership

By: USGP SAN ANTONIO GP, LLC, its general partner

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

[*Signatures continue*]

USGP ALBUQUERQUE USFS I, LLC,
a Delaware limited liability company

By: USGP ALBUQUERQUE USFS I MEMBER, LLC, its sole member

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

USGP II ARLINGTON PTO LP,
a Delaware limited partnership

By: USGP II ARLINGTON PTO GENERAL PARTNER LLC, its general partner

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

USGP II LAKEWOOD DOT LP,
a Delaware limited partnership

By: USGP II LAKEWOOD DOT GENERAL PARTNER LLC, its general partner

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

USGP II LITTLE ROCK FBI LP,
a Delaware limited partnership

By: USGP II LITTLE ROCK FBI GENERAL PARTNER LLC, its general partner

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

[*Signatures continue*]

USGP II MARTINSBURG USCG LP,
a Delaware limited partnership

By: USGP II MARTINSBURG USCG GENERAL PARTNER LLC, its general partner

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 4411 OMAHA LP,
a Delaware limited partnership

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP CH EL CENTRO LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP DEA NORTH HIGHLANDS LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP DEA RIVERSIDE LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

[*Signatures continue*]

EGP DEA SANTA ANA LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP DEA VISTA LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP DEA WH SAN DIEGO LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP SSA SAN DIEGO LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP HUNTER LUBBOCK LP,
a Delaware limited partnership

By: EGP LUBBOCK GP LLC, its general partner

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

[*Signatures continue*]

EGP CH ABERDEEN LLC, a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and Chief Accounting Officer

EGP 2297 OTAY LLC, a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and Chief Accounting Officer

EGP USCIS LINCOLN LLC, a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and Chief Accounting Officer

EGP DEA LAB DALLAS LP, a Delaware limited partnership

By: EGP DEA LAB DALLAS GENERAL PARTNER LLC, its general partner

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and Chief Accounting Officer

EGP 1970 RICHMOND LLC, a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and Chief Accounting Officer

[*Signatures continue*]

EGP 5441 ALBUQUERQUE LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 601 OMAHA LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 920 BIRMINGHAM LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 300 KANSAS CITY LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 1000 BIRMINGHAM LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

[*Signatures continue*]

EGP 200 ALBANY LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 401 SOUTH BEND LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 5425 SALT LAKE LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 1540 SOUTH BEND LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 1201 ALAMEDA LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

[*Signatures continue*]

EGP 10749 LENEXA LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 1547 TRACY LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 5855 SAN JOSE LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 10824 DALLAS LP,
a Delaware limited partnership

By: EGP 10824 DALLAS GENERAL PARTNER LLC, its general partner

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 130 BUFFALO LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

[*Signatures continue*]

EGP 320 CLARKSBURG LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 320 PARKERSBURG LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 500 CHARLESTON LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 2300 DES PLAINES LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 3311 PITTSBURGH LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

[*Signatures continue*]

EGP 85 CHARLESTON LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 7400 BAKERSFIELD LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 1440 UPPER MARLBORO LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 836 BIRMINGHAM LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 22624 STERLING LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

[*Signatures continue*]

EGP 1201 PORTLAND LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 116 SUFFOLK LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 2901 NEW ORLEANS LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 11201 LENEXA LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 14101 TUSTIN LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

[*Signatures continue*]

ORANGE VA LLC,
a Delaware limited liability company

By: EGP WEST HAVEN LLC, its sole member

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 660 EL PASO LP,
a Delaware limited partnership

By: EGP 660 EL PASO GENERAL PARTNER LLC, its general member

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 4444 MOBILE LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP CHICO LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 200 MOBILE LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

[*Signatures continue*]

EGP 4136 NORTH CHARLESTON LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 111 JACKSON LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 654 LOUISVILLE LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 717 LOUISVILLE LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 1501 KNOXVILLE LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

[*Signatures continue*]

EGP 318 SPRINGFIELD LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 7220 KANSAS CITY LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP DEA PLEASANTON LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 925 BROOKLYN HEIGHTS LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

WEST INDY VA LLC,
a Delaware limited liability company

By: EGP 3510 LUBBOCK LLC, its sole member

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

[*Signatures continue*]

EGP 17101 BROOMFIELD LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 5525 TAMPA LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 2146 COUNCIL BLUFFS LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 1065 ANAHEIM LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 2400 NEWPORT NEWS LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

[*Signatures continue*]

EGP 1500 ATLANTA LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 555 GOLDEN LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 8222 IRVING LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 9495 ORLANDO LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

EGP 6643 ORLANDO LLC,
a Delaware limited liability company

By: /s/ Allison Marino
Name: Allison Marino
Title: Chief Financial Officer and
Chief Accounting Officer

[*Signatures continue*]

CITIBANK, N.A., as an Initial Lender

By: /s/ Ana Rosu Marmann
Name: Ana Rosu Marmann
Title: Authorized Signatory

[Signature Page to Fourth Amendment to Second A&R Credit Agreement]

PNC BANK, NATIONAL ASSOCIATION, as an Initial Lender

By: /s/ Shari L. Reams-Henofer
Name: Shari L. Reams-Henofer
Title: Senior Vice President

[Signature Page to Fourth Amendment to Second A&R Credit Agreement]

WELLS FARGO BANK, N.A., as an Initial Lender

By: /s/ Oliver Woodruff
Name: Oliver Woodruff
Title: Vice President

[Signature Page to Fourth Amendment to Second A&R Credit Agreement]

BMO BANK, N.A. (previously BMO Harris Bank, N.A.), as an Initial Lender

By: /s/ Darin Mainquist
Name: Darin Mainquist
Title: Director

[Signature Page to Fourth Amendment to Second A&R Credit Agreement]

RAYMOND JAMES BANK, as an Initial Lender

By: /s/ Alex Sierra
Name: Alex Sierra
Title: SVP

[Signature Page to Fourth Amendment to Second A&R Credit Agreement]

ROYAL BANK OF CANADA, as an Initial Lender

By: /s/ Edward McKenna
Name: Edward McKenna
Title: Authorized Signatory

[Signature Page to Fourth Amendment to Second A&R Credit Agreement]

TRUIST BANK, as an Initial Lender

By: /s/ C. Vincent Hughes, Jr.
Name: C. Vincent Hughes, Jr.
Title: Director

[Signature Page to Fourth Amendment to Second A&R Credit Agreement]

CAPITAL ONE, NATIONAL ASSOCIATION, as an Initial Lender

By: /s/ Jessica W. Phillips
Name: Jessica W. Phillips
Title: Authorized Signatory

[Signature Page to Fourth Amendment to Second A&R Credit Agreement]

U.S. BANK NATIONAL ASSOCIATION, as an Initial Lender

By: /s/ Germaine R. Korhone
Name: Germaine R. Korhone
Title: Senior Vice President

[Signature Page to Second Amendment to Second A&R Credit Agreement]

Exhibit 31.1

Certification of Chief Executive Officer
Pursuant to Rule 13a-14(a) and Rule 15d-14(a)

I, Darrell W. Crate, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Easterly Government Properties, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 31, 2024

/s/ Darrell W. Crate
Darrell W. Crate
Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

Certification of Chief Financial Officer
Pursuant to Rule 13a-14(a) and Rule 15d-14(a)

I, Allison E. Marino, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Easterly Government Properties, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 31, 2024

/s/ Allison E. Marino
Allison E. Marino
Executive Vice President, Chief Financial Officer and Chief Accounting Officer
(Principal Financial Officer)

Exhibit 32.1

Certification
Pursuant to 18 U.S.C. Section 1350

The undersigned officers, who are the Chief Executive Officer and Chief Financial Officer of Easterly Government Properties, Inc. (the “Company”), each hereby certifies to the best of his or her knowledge, that the Company’s Quarterly Report on Form 10-Q to which this certification is attached (the “Report”), as filed with the Securities and Exchange Commission on the date hereof, fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934, as amended, and that the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Darrell W. Crate	/s/ Allison E. Marino
Darrell W. Crate	Allison E. Marino
Chief Executive Officer	Executive Vice President, Chief Financial Officer and Chief Accounting Officer
July 31, 2024	July 31, 2024