

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 03 TO LEASE NO. GS-11P-LDC12652
ADDRESS OF PREMISES 800 North Capitol Street, NW Washington, DC 20002-4244	PDN Number: N/A

THIS AMENDMENT is made and entered into between **CIM Urban REIT Properties III, LP**

whose address is: 4700 Wilshire Boulevard
Los Angeles, CA 90010

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

WHEREAS, the parties hereto desire to amend the above Lease to reflect an expansion to the leased premises.

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

1. This Lease Amendment (LA) Number 03 is issued to acquire additional 8,248 ANSI/BOMA Rentable Square Feet (BRSF) yielding 6,991 ANSI/BOMA Office Area (ABOA) Square Feet of space (Expansion Space) located on a portion of the 4th floor of the Building at 800 North Capitol Street, NW, as shown in the attached floor plan. As of January 1, 2016, the Premises will include the entire fourth (4th) floor and the entire third (3rd) floor.

Subject to rent abatement as further detailed in Paragraph 7 of this LA, the lease term and payment of rent applicable to this "Expansion Space" shall commence effective as of January 1, 2016, and shall run coterminously with the base leased premises (Initial Space) of 51,433 BRSF/ 43,493 ABOA.

The annual rent for the Expansion Space shall be **\$317,548.00** [8,248 x \$38.50 per BRSF] payable at the rate of **\$26,462.33** per month in arrears. This annual rent is inclusive of an operating cost base and a real estate tax base as more particularly described below.

This Lease Amendment with attachments contains 5 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:
[Redacted]
Properties III, L.P.,
partnership
Urban REIT GP II, LLC,
the limited liability company
partner
Signature: _____
Name: _____
Title: Vice President
Entity Name: CIM Urban REIT Properties III, L.P.
Date: 2/24/16

FOR THE GOVERNMENT:
[Redacted]
Signature: _____
Name: Sylvia H. Nicolas
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: MAR 18 2016

WITNESSED FOR THE LESSOR BY:
[Redacted]
Signature: _____
Name: _____
Title: COMMERCIAL LEASE ADMINISTRATOR
Date: 2/24/16

2. **Renewal Rights:** This lease for the entire space (Initial and Expansion) may be renewed by the Government for an additional term of [REDACTED] from [REDACTED] in accordance with Section 1.06 of the Lease document L201C - "Renewal Rights", at the same established Shell Rental Rate of [REDACTED] per BRSF (such Shell Rental Rate to multiplied by the Entire Premises (Initial and Expansion), if applicable).
3. **Expansion Space Tenant Improvement Allowance (TIA):** No TIA shall be provided by the Lessor for the Expansion Space.
4. **Expansion Space Building Specific Amortized Capital (BSAC):** No BSAC shall be provided by the Lessor for the Expansion Space.
5. **Real Estate Taxes:** For the purpose of Real Estate Tax (RET) adjustments required, in accordance with Paragraph 1.14 and 2.07 of the Lease document L201C, with the addition of the Expansion Space, the Government's percentage of occupancy in the building shall increase by **2.621%** from **16.345%** for the Initial Space to **18.966%** [59,681 BRSF / 314,664 BRSF].

The Tax Base Year for the Entire Premises shall be Tax Year 16 (FY-16).

The first RET adjustment due for the Initial Space shall be calculated by comparing Tax Year 17 to Tax Year 16 using the percentage of occupancy of **16.345%**.

The first RET adjustment due for the Expansion Space shall be calculated by comparing Tax Year 17 to Tax Year 16 using the percentage of occupancy of **2.621%**, prorated from January 1, 2017 through September 30, 2017.



RET adjustments for all subsequent years shall be computed for the Entire Premises by comparing each Tax Year after Tax Year 17 to the Base Year of Tax Year 16 using the percentage of occupancy of **18.966%**.

6. **Operating Costs:** The operating cost base included in the above annual rent for the Expansion Space is **\$73,159.76** [8,248 x \$8.87]. This base covers base building operations and fees for daytime cleaning services.

In accordance with Paragraph 1.15 and 2.09 of the Lease document L201C, the first CPI adjustment for the Entire Premises shall be calculated on February 27, 2016 using as a base the total amount of **\$529,370.47** [\$456,210.71 Initial Space + \$73,159.76 Expansion Space] and the index published for the month of January 2015.

7. **Expansion Space Rent Abatement:** Rent for the Expansion Space shall be abated entirely at the rate of **\$26,462.33** per month for the months of January, 2016 and February, 2016. CPI adjustment for the Expansion Space due on February 27, 2016 shall not be included in the rent abatement, and shall be due and payable with the February 27, 2016 CPI adjustment for the Initial Space. Subject to CPI adjustment due on February 27, 2016, from and after March 1, 2016, rent due to Lessor for the Expansion Space shall resume at the monthly rate of **\$26,462.33**.
8. **Swing Space:** In an effort to accommodate potential reconfiguration of the Initial and Expansion spaces, upon execution of the Lease, Lessor has agreed to provide a total of up to 9,473 BRSF of office space located on a portion of the 5th floor (Attachment A) to be used as "Swing Space" at no additional cost to the Government through February 29, 2016.

This document will not constitute a payment until the date of execution by the Government. As a result, no payment whatsoever are due under this agreement until (30) days after the date of execution. Any amount due thereunder will not accrue interest until that time.

INITIALS:  LESSOR &  GOVT

Should the Government fail to vacate the Swing Space by February 29, 2016, a subsequent LA will be issued to document the agreed upon terms and conditions of such continued occupancy, which in any event, shall not exceed July 31, 2017.

9. **Condition of Premises:** In accordance with Section 1.01.C. of the Lease document L201C, the Government accepts all Premises covered by this Lease, including the Expansion Space in its "as-existing" condition, except for any specific corrections Lessor is required to make with respect to Fire and Life Safety and ABAAS deficiencies, if any. The Lessor represents that all Building Shell items in the offered space will be in "good repair and tenantable condition". Lessor shall maintain (or replace, if necessary) such items or conditions so they may remain in "good repair and tenantable condition" throughout the term of this Lease, including the Renewal option.
10. **Attachments made part of this LA:** Floor Plans (2 pages)

References: From the L201C on adjustments (3 pages)

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INITIALS:

LESSOR

&

GOV'T