## GENERAL SERVICES ADMINISTRATION LEASE AMENDMENT PUBLIC BUILDINGS SERVICE No. 04 TO LEASE NO. LEASE AMENDMENT GS-11P-LDC12652 ADDRESS OF PREMISES PDN Number: N/A 800 North Capitol Street, NW Washington, DC 20002-4244

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 04 is to reflect the Lessor's agreement to keep making 9,473 BRSF of office space located on a portion of the 5<sup>th</sup> floor available for the Government to continue to use as Swing Space during tenant required alterations. Subject to the terms and conditions stipulated further in this LA, availability of the Swing Space shall continue through the earlier of 1) completion of alterations of its space, or 2) July 31, 2017.
- 2. In accordance with LA Number 3, Lessor had agreed to provide a total of up to 9,473 RSF of office space located on a portion of the 5<sup>th</sup> floor to be used by the Government as "Swing Space" at no additional cost to the Government through February 29, 2016.

This Lease Amendment contains 2 pages.

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

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FOR THE		rship	FOR THE	GOVERNMENT:	
Signature Name: Title: Entity Name: Date:		EIT GP II, LLC, ted liability company ner	Signature: Name: Title: Date:	GSA, Public Buildings Service,	

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Signatu Name:	re:
Title:	COMMERCIAL LEASE ADMINISTRATER
Date:	2/24//6

For continued occupancy by the Government of the 5<sup>th</sup> floor Swing Space from March 1, 2016 through July 31, 2017, in addition to all other amounts due and payable under the Lease, the Lessor shall be compensated for the Swing Space as follows:

- a) From March 1, 2016 through July 31, 2016: The monthly amount due to Lessor shall be \$26,050.75.
- b) From August 1, 2016 through July 31, 2017: The monthly amount due to Lessor shall be \$30,392.54.
- c) In the event the Government fails to vacate the 5<sup>th</sup> floor Swing Space before July 31, 2017, effective as of August 1, 2017, the monthly amount due to Lessor shall increase to \$38,286.71.

The above monthly compensation is to be added to the monthly rent of \$165,014.21 for the Initial Space, \$12,960.00 for the parking spaces, and \$26,462.33 for the 4<sup>th</sup> floor Expansion Space with their respective applicable adjustments.

The monthly compensation for the Swing Space covers fees for daytime cleaning services, and is not subject to any adjustment such as adjustments for Operating Costs, Real Estates Taxes, Cleaning, etc. All costs associated with the Swing Space for any applicable tenant move, tenant alterations, repair and maintenance of Government owned equipment are the sole responsibility and obligation of the Government.

3. In the event the Lessor receives a fully executed "letter of intent" from a third party to lease any portion of the Swing Space, Lessor shall provide the Government sixty (60) days prior written notice to vacate all or a portion of the Swing Space. Should the Government continue to need Swing Space beyond the sixty (60) days, Lessor shall make commercially reasonable efforts to provide alternative swing space in the building ("Alternative Swing Space"). The monthly compensation by the Government to the Lessor for the "Alternative Swing Space" shall be negotiated at the time of its identification by the Lessor and acceptance by the Government.

Such Alternative Swing Space, if any, shall be accepted by the Government in its then "as-is" condition and Lessor shall have no liability or responsibility for demising such Alternative Swing Space and makes no representations or warranties that such Alternative Swing Space will be comparable to the Swing Space in size, location or any other characteristic.

Any portion of the Swing Space vacated by the Government for any reason shall be surrendered to the Lessor in broom clean condition, wear and tear excepted, in a manner consistent with the terms applicable to the Government vacating the entire premises covered by this Lease.

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:

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