

LEASE NO. GS-11P-LDC12721

Standard Lease
GSA FORM L201C
(September 2014)

This Lease is made and entered into between

CIM Urban REIT Properties V, L.P.

(Lessor), whose principal place of business is c/o CIM Group, 4700 Wilshire Boulevard, Los Angeles, CA 90010, and whose interest in the Property described herein is that of Fee Owner, and

THE UNITED STATES OF AMERICA

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

370 L'Enfant Promenade, 901 D Street SW, Washington, D.C. 20024

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such office and related purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

15 YEARS FIRM.

The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

CIM Urban REIT Properties V, L.P.
a Delaware limited partnership

FOR THE LESSOR:
CIM Urban REIT Properties V, L.P. by: CIM Urban REIT GP II, LLC,
a Delaware limited liability company

Name: [Redacted]
Title: Terry Wachner
Vice President
Entity Name: _____
Date: 12/23/15

FOR THE GOVERNMENT:
Name: [Redacted]
Title: Joel T. Berelson
Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: FEB 23 2016

WITNESSED FOR THE LESSOR BY:
[Redacted]

Name: Patricia Gutierrez
Title: Administrative Assistant
Date: 12/23/15

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

LESSOR: [Signature] GOVERNMENT: [Signature]

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

A. **Office and Related Space:** 113,301 rentable square feet (RSF), yielding 99,486 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the partial 2nd (23,000 RSF/ 19,365 ABOA), partial 3rd (11,519 RSF/ 10,095 ABOA), and full 4th (39,058 RSF/ 34,700 ABOA) and full 5th floor (39,724 RSF/ 35,326 ABOA) of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

B. **Common Area Factor:** The Common Area Factor (CAF) is established 14 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. **Parking:** Fourteen (14) parking spaces as depicted on the plan attached hereto as Exhibit B, reserved for the exclusive use of the Government, of which Fourteen (14) shall be structured/inside parking spaces, and zero (0) shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property at the rate specified in Section 1.03(H) below.

B. **Antennas, Satellite Dishes, and Related Transmission Devices:** (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment but no greater than the Government's proportionate share of the Building, (2) the right to access the roof of the Building, and (3) use of all ancillary Building areas (e.g., chases, plenums, etc. but not areas occupied by other tenants or reserved by the Lessor) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease. The Government's right to affix security, communications equipment, and antennae or similar equipment to the roof, parapet or building envelope shall be at no additional cost, but shall be subject to space availability, code compliance, governmental approvals, screening and aesthetic requirements and the right of other tenants (if any), and shall not interfere with the Building's systems or warranties.

1.03 RENT AND OTHER CONSIDERATION (SEP 2013)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM		
	ANNUAL RENT YEARS 1-5	ANNUAL RENT YEARS 6-10	ANNUAL RENT YEARS 11-15
SHELL RENT ¹	\$3,371,673.62	\$3,485,094.07	\$3,598,508.11
TENANT IMPROVEMENTS RENT ²	\$309,998.38	\$309,998.38	\$309,998.38
OPERATING COSTS ³	\$1,071,438.00	\$1,071,438.00	\$1,071,438.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$232,134.00	\$232,134.00	\$232,134.00
PARKING ⁵	\$0.00	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$4,985,244.00	\$5,098,664.45	\$5,212,078.49

¹Shell rent calculation:

(Years 1-5) \$29.76⁵ per RSF multiplied by 113,301 RSF
 (Years 6-10) \$30.76⁵ per RSF multiplied by 113,301 RSF
 (Years 11-15) \$31.76⁵ per RSF multiplied by 113,301 RSF

²The Tenant Improvement Allowance of \$4,649,975.64 is amortized at a rate of 0.00 percent per annum over 15 years.

³Operating Costs rent calculation: \$9.46⁵ per RSF multiplied by 113,301 RSF

⁴Building Specific Amortized Capital (BSAC) of \$3,492,010.00 is amortized at a rate of 0.00 percent per annum over 15 years

⁵Rates may be rounded.

Notwithstanding Paragraph 1.03 A, the total annual rent for the first 18 months of the Lease shall be abated in its entirety.

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 99,486 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

F. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

G. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

H. The fourteen (14) required reserved spaces shall be included in the rental consideration. Outside of the lease additional parking is available for Government employees and/or the tenant agency to lease at the then-prevailing market rate per parking permit per month (unreserved structured/inside), up to a maximum of 100 permits. The current prevailing market rate as of the date of this Lease is \$235.00 per unreserved permit, per month.

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. JONES LANG LASALLE AMERICAS, INC. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to JONES LANG LASALLE AMERICAS, INC. with the remaining [REDACTED] which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 19 Rental Payment \$415,437.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 19th Month's Rent.*

Month 20 Rental Payment \$415,437.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 20th Month's Rent.*

Month 21 Rental Payment \$415,437.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 21st Month's Rent.*

Month 22 Rental Payment \$415,437.00 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 22nd Month's Rent.*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

1.05 ~~TERMINATION RIGHTS (AUG 2011)~~ - INTENTIONALLY DELETED

1.06 ~~RENEWAL RIGHTS (SEP 2013)~~ - INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2013)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	4	A
PARKING PLAN(S)	4	B
SECURITY REQUIREMENTS FOR SECURITY LEVEL IV	11	C
GSA FORM 3517B, GENERAL CLAUSES	47	D
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	10	E
GSA FORM 1217, LESSOR'S ANNUAL COST STATEMENT	1	F
SMALL BUSINESS SUBCONTRACTING PLAN	10	G
FIRE PROTECTION ENGINEERING REVIEW MEMO	4	H

1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$46.74 per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of 0.00 percent

1.09 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2013)

A. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term.

B. The Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease against the rent according to the amortization rate over the Firm Term of the Lease.

C. If it is anticipated that the Government will spend more than the allowance identified above, the Government may elect to:

1. Reduce the TI requirements;
2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph;
3. Negotiate an increase in the rent.

1.10 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)

For pricing TI costs, the following not-to-exceed rates shall apply for the initial build-out of the Space.

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER FEES (\$ PER ABOA SF OR % OF TI CONSTRUCTION COSTS)	8.00%
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	4.00%
GENERAL CONTRACTOR'S GENERAL CONDITIONS	5.00%
GENERAL CONTRACTOR'S FEES (OVERHEAD & PROFIT)	5.00%

1.11 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)

For purposes of this Lease, the Building Specific Amortized Capital (BSAC) is \$35.00 per ABOA SF. The Lessor will make the total BSAC amount available to the Government, which will use the funds for security related improvements. This amount is amortized in the rent over the Firm Term of this lease at an annual interest rate of 0.00 percent.

1.12 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)

A. The Government, at its sole discretion, shall make all decisions about the use of the Building Specific Amortized Capital (BSAC). The Government may use all or part of the BSAC. The Government may return to the Lessor any unused portion of the BSAC in exchange for a decrease in rent (where applicable) according to the agreed-upon amortization rate over the Firm Term.

B. The Government may elect to make lump-sum payments for any work covered by the BSAC. The part of the BSAC amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay a lump sum for any part or all of the remaining unpaid amortized balance of the BSAC. If the Government elects to make a lump-sum payment for the BSAC after occupancy, the payment of the BSAC by the Government will result in a decrease against the rent according to the amortization rate over the Firm Term of the Lease.

C. If it is anticipated that the Government will spend more than the BSAC identified above, the Government may elect to:

1. Reduce the security countermeasure requirements;
2. Pay a lump sum for the amount overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph; or
3. Negotiate an increase in the rent.

1.13 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 27.99 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 113,301 RSF by the total Building space of 404,773 RSF.

1.14 REAL-ESTATE-TAX-BASE-~~(SEP-2013)~~ INTENTIONALLY DELETED

1.15 OPERATING COST BASE (SEP 2013)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$9.46 per RSF (\$1,071,438.00/annum).

1.16 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$1.25 per ABOA SF of Space vacated by the Government.

1.17 HOURLY OVERTIME HVAC RATES (AUG 2011)

The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage":

- Years 1 – 5: The first 200 hours of annual HVAC Overtime Usage shall be at no cost to the Government.
- Years 6 – 10: The first 200 hours of annual HVAC Overtime Usage shall be \$10.00 per hour for any or all of the Premises.
- Years 11 – 15: The first 200 hours of annual HVAC Overtime Usage shall be \$20.00 per hour for any or all of the Premises.
- Years 1 – 15: Starting with Hour 201 of each lease year, HVAC Overtime Usage shall be the following: \$50.00 per hour for 1st floor; \$25.00 per hour for each additional floor. There is a 4-hour minimum applicable only on Saturdays, Sundays, and Federal Holidays.

1.18 24-HOUR-HVAC-REQUIREMENT-~~(SEP-2014)~~ - INTENTIONALLY DELETED

1.19 BUILDING IMPROVEMENTS (SEP 2012)

Before the Government accepts the Space, the Lessor shall complete the following additional Building improvements:

- A. The recommendations set forth in the Fire Protection Engineering Review Memo (Exhibit H) except: Item 4 and Item 5 (these rooms were training rooms used by a tenant that is no longer in the building. If these rooms become training facilities again, strobes will be installed.)

1.20 HUBZONE-SMALL-BUSINESS-CONCERNS-ADDITIONAL-PERFORMANCE-REQUIREMENTS-~~(MAR-2012)~~-INTENTIONALLY DELETED