

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-11P-LDC12721
ADDRESS OF PREMISES 370 L'Enfant Promenade 901 D Street SW Washington, DC 20024	PDN Number: NA

THIS AMENDMENT is made and entered into between **CIM Urban REIT Properties V, L.P.** whose address is:

c/o CIM Group
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.


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:

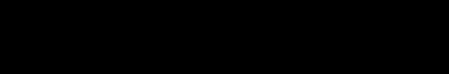
This Lease Amendment (LA) is hereby issued to reflect the acceptance of space and establishment of the lease commencement date for the subject lease for 113,301 rentable square feet (RSF)/ 99,486 ANSI/BOMA Office Area Square Feet (ABOASF) of office space and 14 reserved parking space at 370 L'Enfant Plaza, 901 D Street SW, Washington DC 20024 ("the Premises."). The lease commencement date is established as **May 22, 2017** and the expiration date is **May 21, 2032**.

This Lease Amendment contains 3 pages plus Exhibit A.

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:
CIM Urban REIT Properties V, L.P.
a Delaware limited partnership
Signature: 
Name: 
Title: 
Entity Name: See above David Thompson
Date: Vice President
and
Chief Financial Officer
CIM Urban REIT GP II, LLC
a Delaware limited liability company
its general partner

FOR THE GOVERNMENT:
Signature: 
Name: Kevin Morrison
Title: Lease Contracting Officer
GSA, Public Buildings Service, **MAR 28 2018**
Date: _____

WITNESSED FOR THE LESSOR BY:
Signature: 
Name: Christopher Leidy
Title: _____
Date: 3/2/18

1. In consideration, the Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

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

¹May 22, 2017 – May 21, 2022

²May 22, 2022 – May 21, 2027

³May 22, 2027 – May 21, 2032

⁴The Tenant Improvement Allowance (TIA) of \$4,649,975.64 is amortized at a rate of 0% percent per annum over 15 years. The entire TIA was utilized in the buildout of the space.

⁵Both parties acknowledge not all of the BSAC allowance will be utilized, but as of the date of this LA, several awards were still pending. Once all BSAC awards are finalized, another LA will be issued to memorialize the exact amount of BSAC utilized and to adjust the annual rent as per Section 1.12 of the Lease from the effective date of that LA.

2. Notwithstanding any of the terms stated above, the annual rent shall be fully abated for 18 months in the aggregate amount of \$7,477,866.00 and will be withheld from the monthly rent then due and be applied as follows:

Time Period	Free Rent
May 22-31, 2017	\$134,011.94
June 2017 – October 2018	\$7,062,429.00
November 2018	\$281,425.06
TOTAL	\$7,477,866.00

NOTE: It is expected this rent abatement schedule will be adjusted when the BSAC is deamortized as per Note 5 of Paragraph 1.

3. Further, a portion of the rent due during the period December 2018-March 2019 will be withheld for the Broker Commission Credit in the amount of [REDACTED] by the schedule stated in Section 1.04.B of the Lease.
4. Per Section 2.09 of the Lease, Operating Cost Adjustments are due beginning with the second year of the Lease, making the first adjustment due May 22, 2018. However, as per Paragraph 2 of this LA, this date falls within the time period under which the rent is still fully abated. Therefore, the CPI calculation will still be made by comparing the CPI Index from April 2017 and April 2018, but the date of the adjustment to the annual rent shall not be effective until December 1, 2018. All subsequent CPI adjustments shall be effective on the anniversary date of the Lease, May 22nd.
5. Both parties acknowledge there are additional clarifications associated with the Government's acceptance of the Space, and that the acceptance date and the Lease Commencement Date set forth above have been reconciled and are agreed upon to account for Government Delays. The additional clarifications are memorialized on the GSA Form 1204 attached to this LA as Exhibit A. Additionally, the Government has withdrawn any prior claims regarding moving the door in the file room wall (Rooms 5024, 5035, 5036) in exchange for a Lessor credit in the amount of approximately [REDACTED] (that will be applied against pending change orders (i.e., "Move door entry in Room 4062" and PCO 22 (exec-level requested changes)), as full and complete settlement of that issue.

INITIALS: DT & KPM
LESSOR & GOVT

This document will not constitute a payment obligation until the date of execution by the Government. As a result, even though payments will be made retroactively, no money whatsoever is due under this agreement until thirty (30) days after the date of execution by the Government's Contracting Officer.

INITIALS: ST & KTM
LESSOR GOV'T