

---

---

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

**SCHEDULE 13D/A**

**Under the Securities Exchange Act of 1934  
(Amendment No. 12)**

---

**CIM COMMERCIAL TRUST CORPORATION**

(Name of Issuer)

**Common Stock, par value \$0.001 per share**  
(Title of Class of Securities)

**125525105**  
(CUSIP Number)

**David Thompson c/o CIM Group LLC**  
**4700 Wilshire Boulevard**  
**Los Angeles, California 90010**  
**Telephone: (323) 860 - 4900**  
(Name, Address and Telephone Number of Person  
Authorized to Receive Notices and Communications)

**June 2, 2021**  
(Date of Event Which Requires Filing of this Statement)

---

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

---

---

1.	Names of Reporting Persons Richard Ressler	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization United States	
Number of Shares Beneficially Owned by Each Person With:	7.	Sole Voting Power 10,219
	8.	Shared Voting Power 2,946,448 (1)
	9.	Sole Dispositive Power 10,219
	10.	Shared Dispositive Power 2,946,448 (1)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 2,956,667 (1)	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 19.9%	
14.	Type of Reporting Person (See Instructions) IN	

(1) The Reporting Person disclaims beneficial ownership of the reported Common Shares except to the extent of his pecuniary interest therein, and the inclusion of such shares in this Amendment No. 12 shall not be deemed an admission of beneficial ownership of all of the reported shares for any purpose.

1.	Names of Reporting Persons Avraham Shemesh	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization United States	
Number of Shares Beneficially Owned by Each Person With:	7.	Sole Voting Power 0
	8.	Shared Voting Power 2,951,652 (2)
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 2,951,652 (2)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 2,951,652 (2)	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 19.9%	
14.	Type of Reporting Person (See Instructions) IN	

(2) The Reporting Person disclaims beneficial ownership of the reported Common Shares except to the extent of his pecuniary interest therein, and the inclusion of such shares in this Amendment No. 12 shall not be deemed an admission of beneficial ownership of all of the reported shares for any purpose.

1.	Names of Reporting Persons Shaul Kuba	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization United States	
Number of Shares Beneficially Owned by Each Person With:	7.	Sole Voting Power 0
	8.	Shared Voting Power 2,951,652 (3)
	9.	Sole Dispositive Power 0
	10.	Shared Dispositive Power 2,951,652 (3)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 2,951,652 (3)	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 19.9%	
14.	Type of Reporting Person (See Instructions) IN	

(3) The Reporting Person disclaims beneficial ownership of the reported Common Shares except to the extent of his pecuniary interest therein, and the inclusion of such shares in this Amendment No. 12 shall not be deemed an admission of beneficial ownership of all of the reported shares for any purpose.

1.	Names of Reporting Persons CIM Service Provider, LLC	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) AF	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization Delaware	
Number of Shares Beneficially Owned by Each Person With:	7.	Sole Voting Power 2,586,371
	8.	Shared Voting Power 0
	9.	Sole Dispositive Power 2,586,371
	10.	Shared Dispositive Power 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 2,586,371	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 17.4%	
14.	Type of Reporting Person (See Instructions) OO	

1.	Names of Reporting Persons CIM Urban Sponsor, LLC	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) AF	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization California	
Number of Shares Beneficially Owned by Each Person With:	7.	Sole Voting Power 156,728
	8.	Shared Voting Power 0
	9.	Sole Dispositive Power 156,728
	10.	Shared Dispositive Power 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 156,728	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 1.1%	
14.	Type of Reporting Person (See Instructions) OO	

1.	Names of Reporting Persons Persons CIM Capital, LLC	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization California	
Number of Shares Beneficially Owned by Each Person With:	7.	Sole Voting Power 203,349
	8.	Shared Voting Power 0
	9.	Sole Dispositive Power 203,349
	10.	Shared Dispositive Power 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 203,349	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11) 1.4 %	
14.	Type of Reporting Person (See Instructions) IA	

Reference is made to the initial statement on Schedule 13D (the “Initial Statement”) filed with the Securities and Exchange Commission (the “SEC”) on March 11, 2014 by Urban Partners II, LLC, a Delaware limited liability company (“Urban II”), Richard Ressler, Avraham Shemesh, Shaul Kuba and CIM Service Provider, LLC, a Delaware limited liability company (“CIM Manager”), and relates to the common stock, par value \$0.001 per share (the “Common Shares”) of CIM Commercial Trust Corporation, a Maryland real estate investment trust (the “Issuer”), as further amended by Amendment No. 1 dated September 19, 2016 (“Amendment No. 1”), Amendment No. 2 dated June 14, 2017 (“Amendment No. 2”), Amendment No. 3 dated December 20, 2017 (“Amendment No. 3”), Amendment No. 4, dated March 19, 2019 (“Amendment No. 4”), Amendment No. 5, dated August 13, 2019 (“Amendment No. 5”), Amendment No. 6, dated August 16, 2019 (“Amendment No. 6”), Amendment No. 7, dated August 27, 2019 (“Amendment No. 7”), Amendment No. 8, dated September 19, 2019 (“Amendment No. 8”), Amendment No. 9, dated October 16, 2019 (“Amendment No. 9”), Amendment No. 10, dated November 13, 2019 (“Amendment No. 10”), and Amendment No. 11, dated April 10, 2020 (“Amendment No. 11” and the Initial Statement, together with Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, Amendment No. 7, Amendment No. 8, Amendment No. 9, Amendment No. 10 and Amendment No. 11, the “Schedule 13D Filing”). The address of the principal executive office of the Issuer is 17950 Preston Road, Suite 600, Dallas, Texas 75252.

This Amendment No. 12 to the Schedule 13D Filing (this “Amendment No. 12”) is being filed in connection with the potential rights offering announced by the Issuer on June 1, 2021 (the “Rights Offering”) and the entry by CIM Manager, CIM Urban Sponsor, LLC and CIM Capital, LLC into lock-up agreements in favor of B. Riley Securities, Inc., the U.S. dealer manager in respect of the Rights Offering, in connection with the Rights Offering.

Except as otherwise described herein, the information contained in the Schedule 13D Filing remains in effect. Capitalized terms used but not defined in this Amendment No. 12 shall have the respective meanings set forth with respect thereto in the Schedule 13D Filing.

#### **Item 4. Purpose of Transaction**

In the event the Rights Offering is commenced and consummated, each of CIM Manager, CIM Urban Sponsor, LLC and CIM Capital, LLC will exercise in full its subscription right to acquire one Common Share at the subscription price of \$9.25 per share (the “Subscription Price”) for each Common Share owned by such Reporting Person as of the record date of the Rights Offering. In addition, each such Reporting Person intends to exercise, in whole or in part, its right to oversubscribe for the unsubscribed Common Shares in the Rights Offering at a price equal to the Subscription Price.

As reported by the Issuer in its Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on May 10, 2021, it is likely that the Issuer will seek to pay some or part of the asset management fees payable to CIM Capital, LLC for part of 2021 in shares of Series A Preferred Stock, par value \$0.001 per share, of the Issuer in lieu of cash payment.

As permitted by law, the Reporting Persons may purchase additional Common Shares or related securities or may dispose of all or a portion of the Common Shares or related securities that they now beneficially own or may hereafter acquire in open market or privately negotiated transactions or otherwise, including to and/or from CIM Group and its affiliates.

Except as set forth in this Schedule 13D, the Reporting Persons do not have any current plans or proposals which relate to or would result in any of the transactions described in subparagraphs (a) through (j) of Item 4 of Schedule 13D. However, Messrs. Ressler, Shemesh and Kuba are members of the board of directors of the Issuer and, as such, may, from time to time, be involved in discussions which relate to one or more of such matters. Each of Messrs. Ressler, Shemesh and Kuba disclaims any obligation to report on any plan or proposal with respect to any of such matters that develops or occurs as a result of his role as a director of the Issuer and participation in decisions regarding the Issuer’s actions.

#### **Item 5. Interest in Securities of the Issuer**

Items 5(a) and (b) of the Schedule 13D Filing are hereby amended and restated in their entirety as follows:

(a) Mr. Ressler may be deemed to beneficially own 2,956,667 Common Shares, or approximately 19.9% of the outstanding Common Shares. Mr. Shemesh may be deemed to beneficially own 2,951,652 Common Shares, or approximately 19.9% of the outstanding Common Shares. Mr. Kuba may be deemed to beneficially own 2,951,652 Common Shares, or approximately 19.9% of the outstanding Common Shares.

Messrs. Ressler, Shemesh and Kuba may be deemed to indirectly beneficially own the 2,586,371 Common Shares through the holdings of CIM Manager, 156,728 Common Shares through the holdings of CIM Urban Sponsor, LLC and 203,349 Common Shares through the holdings of CIM Capital, LLC. Mr. Ressler is the indirect beneficial owner of 10,219 Common Shares through the holdings of a wholly owned subsidiary of a trust formed by Mr. Ressler for the benefit of his family members for which he serves as trustee. Mr. Shemesh is the indirect beneficial owner of 5,204 Common Shares through the holdings of The



Shemesh Family Trust, of which he was the grantor. Mr. Kuba is the indirect beneficial owner of 5,204 Common Shares through the holdings of The Kuba Family Trust, of which he was the grantor.

CIM Manager directly owns 2,586,371 Common Shares, or approximately 17.4% of the outstanding Common Shares. CIM Urban Sponsor, LLC directly owns 156,728 Common Shares, or approximately 1.1% of the outstanding Common Shares. CIM Capital, LLC directly owns 203,349 Common Shares, or approximately 1.4% of the outstanding Common Shares.

Each of the Reporting Persons disclaims beneficial ownership of the reported Common Shares except to the extent of his or its pecuniary interest therein, and the inclusion of such shares in this Amendment No. 12 shall not be deemed an admission of beneficial ownership of all of the reported shares for any purpose.

The information set forth in this Amendment No. 12 sets forth the beneficial ownership of the Reporting Persons as of June 1, 2021 and assumes there are 14,847,742 Common Shares outstanding as of such date, based on the number of Common Shares outstanding as reported by the Issuer in its Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on May 10, 2021.

(b) Mr. Ressler has the sole power to vote and dispose of 10,219 Common Shares and the shared power to vote and dispose of 2,946,448 Common Shares. Messrs. Shemesh and Kuba each have the shared power to vote and dispose of 2,951,652 Common Shares. CIM Manager has the sole power to vote and dispose of 2,586,371 Common Shares. CIM Urban Sponsor, LLC has the sole power to vote and dispose of 156,728 Common Shares. CIM Capital, LLC has the sole power to vote and dispose of 203,349 Common Shares.

#### **Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer**

Item 6 of the Schedule 13D Filing is hereby amended and restated in its entirety as follows:

In connection with the Rights Offering, CIM Manager, CIM Urban Sponsor, LLC and CIM Capital, LLC entered into lockup agreements on June 1, 2021 (the "Lockup Agreements") pursuant to which such Reporting Persons have agreed not to sell or transfer any Common Shares for 45 days after the date on which the final prospectus supplement in respect of the Rights Offering is filed with the Securities and Exchange Commission or the record date of the Rights Offering, whichever occurs first, without first obtaining the written consent of B. Riley Securities, Inc. The foregoing description of the Lockup Agreements does not purport to be complete and is qualified in its entirety by reference to such agreements. Copies of the Lockup Agreements are attached as Exhibits 10.1, 10.2 and 10.3 hereto and are incorporated by reference herein.

#### **Item 7. Material to Be Filed as Exhibits**

- 10.1 [Lockup Agreement, dated as of June 1, 2021, by CIM Service Provider, LLC in favor of B. Riley Securities, Inc.](#)
- 10.2 [Lockup Agreement, dated as of June 1, 2021, by CIM Urban Sponsor, LLC in favor of B. Riley Securities, Inc.](#)
- 10.3 [Lockup Agreement, dated as of June 1, 2021, by CIM Capital, LLC in favor of B. Riley Securities, Inc.](#)

**SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: June 2, 2021

/s/ Richard Ressler

Richard Ressler

/s/ Avraham Shemesh

Avraham Shemesh

/s/ Shaul Kuba

Shaul Kuba

CIM SERVICE PROVIDER, LLC, a Delaware limited liability company

By: /s/ David Thompson

Name: David Thompson

Title: Vice President and Chief Financial Officer

CIM URBAN SPONSOR, LLC, a Delaware limited liability company

By: /s/ David Thompson

Name: David Thompson

Title: Vice President and Chief Financial Officer

CIM CAPITAL, LLC, a Delaware limited liability company

By: /s/ David Thompson

Name: David Thompson

Title: Vice President

**CIM Commercial Trust Corporation**  
**Public Offering of Subscription Rights**

**Dated as of June 1, 2021**

B. Riley Securities, Inc.  
as Dealer Manager  
299 Park Avenue, 21<sup>st</sup> Floor  
New York, New York 10171

Ladies and Gentlemen:

This agreement is being delivered to you in connection with the proposed Dealer Manager Agreement (the "**Dealer Manager Agreement**") among CIM Commercial Trust Corporation, a Maryland corporation (the "**Company**"), CIM Capital, LLC, a Delaware limited liability company (the "**Operator**"), and CIM Service Provider, LLC, a Delaware limited liability company (the "**Administrator**"), and B. Riley Securities, Inc. in its capacity as the U.S. dealer manager for the Company (the "**Dealer Manager**"), relating to a proposed offering (the "**Rights Offering**") of subscription rights (the "**Rights**") to subscribe for and purchase, at the election of the holders of the Rights, shares of the Company's common stock (the "**Common Stock**").

In order to induce the Dealer Manager to enter into the Dealer Manager Agreement, and in light of the benefits that the Rights Offering will confer upon the undersigned in its capacity as a stockholder of the Company, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agrees with the Dealer Manager that, for 45 days after the date on which the final prospectus supplement in respect of the Rights Offering is filed or the record date of the Rights Offering, whichever occurs first (such period, the "**Lock-Up Period**"), the undersigned will not, without the prior written consent of the Dealer Manager, directly or indirectly, sell or transfer any shares of Common Stock.

The undersigned further agrees that (i) it will not, during the Lock-Up Period, make any demand for or exercise any right with respect to the registration under the Securities Act of 1933, as amended (the "**1933 Act**"), of any shares of Common Stock, and (ii) the Company may, with respect to any Common Stock, cause the transfer agent or other registrar to enter stop transfer instructions and implement stop transfer procedures with respect to such securities during the Lock-Up Period.

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this agreement and that this agreement has been duly authorized (if applicable), executed and delivered by the undersigned and is a valid and binding agreement of the undersigned. This agreement and all authority herein conferred are irrevocable and shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned.

Notwithstanding anything herein to the contrary, if for any reason (i) the Dealer Manager Agreement is not executed by the parties thereto prior to June 30, 2021, (ii) the Dealer Manager Agreement (other than the provisions thereof that survive termination) is terminated prior to

settlement of the Common Stock to be subscribed and sold thereunder or (iii) the Company notifies the Dealer Manager in writing prior to the execution of the Dealer Manager Agreement that the Company does not intend to proceed with the Rights Offering, this agreement shall automatically terminate and become null and void.

The undersigned acknowledges and agrees that whether or not the Rights Offering actually occurs depends on a number of factors, including market conditions.

THE AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, the undersigned has executed and delivered this agreement as of the date first set forth above.

Yours very truly,

CIM SERVICE PROVIDER, LLC

By: /s/ David Thompson

Name: David Thompson

Title: Vice President

**CIM Commercial Trust Corporation**  
**Public Offering of Subscription Rights**

**Dated as of June 1, 2021**

B. Riley Securities, Inc.  
as Dealer Manager  
299 Park Avenue, 21<sup>st</sup> Floor  
New York, New York 10171

Ladies and Gentlemen:

This agreement is being delivered to you in connection with the proposed Dealer Manager Agreement (the "**Dealer Manager Agreement**") among CIM Commercial Trust Corporation, a Maryland corporation (the "**Company**"), CIM Capital, LLC, a Delaware limited liability company (the "**Operator**"), and CIM Service Provider, LLC, a Delaware limited liability company (the "**Administrator**"), and B. Riley Securities, Inc. in its capacity as the U.S. dealer manager for the Company (the "**Dealer Manager**"), relating to a proposed offering (the "**Rights Offering**") of subscription rights (the "**Rights**") to subscribe for and purchase, at the election of the holders of the Rights, shares of the Company's common stock (the "**Common Stock**").

In order to induce the Dealer Manager to enter into the Dealer Manager Agreement, and in light of the benefits that the Rights Offering will confer upon the undersigned in its capacity as a stockholder of the Company, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agrees with the Dealer Manager that, for 45 days after the date on which the final prospectus supplement in respect of the Rights Offering is filed or the record date of the Rights Offering, whichever occurs first (such period, the "**Lock-Up Period**"), the undersigned will not, without the prior written consent of the Dealer Manager, directly or indirectly, sell or transfer any shares of Common Stock.

The undersigned further agrees that (i) it will not, during the Lock-Up Period, make any demand for or exercise any right with respect to the registration under the Securities Act of 1933, as amended (the "**1933 Act**"), of any shares of Common Stock, and (ii) the Company may, with respect to any Common Stock, cause the transfer agent or other registrar to enter stop transfer instructions and implement stop transfer procedures with respect to such securities during the Lock-Up Period.

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this agreement and that this agreement has been duly authorized (if applicable), executed and delivered by the undersigned and is a valid and binding agreement of the undersigned. This agreement and all authority herein conferred are irrevocable and shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned.

Notwithstanding anything herein to the contrary, if for any reason (i) the Dealer Manager Agreement is not executed by the parties thereto prior to June 30, 2021, (ii) the Dealer Manager Agreement (other than the provisions thereof that survive termination) is terminated prior to

settlement of the Common Stock to be subscribed and sold thereunder or (iii) the Company notifies the Dealer Manager in writing prior to the execution of the Dealer Manager Agreement that the Company does not intend to proceed with the Rights Offering, this agreement shall automatically terminate and become null and void.

The undersigned acknowledges and agrees that whether or not the Rights Offering actually occurs depends on a number of factors, including market conditions.

THE AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, the undersigned has executed and delivered this agreement as of the date first set forth above.

Yours very truly,

CIM URBAN SPONSOR, LLC

By: /s/ David Thompson

Name: David Thompson

Title: Vice President



**CIM Commercial Trust Corporation**  
**Public Offering of Subscription Rights**

**Dated as of June 1, 2021**

B. Riley Securities, Inc.  
as Dealer Manager  
299 Park Avenue, 21<sup>st</sup> Floor  
New York, New York 10171

Ladies and Gentlemen:

This agreement is being delivered to you in connection with the proposed Dealer Manager Agreement (the "**Dealer Manager Agreement**") among CIM Commercial Trust Corporation, a Maryland corporation (the "**Company**"), CIM Capital, LLC, a Delaware limited liability company (the "**Operator**"), and CIM Service Provider, LLC, a Delaware limited liability company (the "**Administrator**"), and B. Riley Securities, Inc. in its capacity as the U.S. dealer manager for the Company (the "**Dealer Manager**"), relating to a proposed offering (the "**Rights Offering**") of subscription rights (the "**Rights**") to subscribe for and purchase, at the election of the holders of the Rights, shares of the Company's common stock (the "**Common Stock**").

In order to induce the Dealer Manager to enter into the Dealer Manager Agreement, and in light of the benefits that the Rights Offering will confer upon the undersigned in its capacity as a stockholder of the Company, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agrees with the Dealer Manager that, for 45 days after the date on which the final prospectus supplement in respect of the Rights Offering is filed or the record date of the Rights Offering, whichever occurs first (such period, the "**Lock-Up Period**"), the undersigned will not, without the prior written consent of the Dealer Manager, directly or indirectly, sell or transfer any shares of Common Stock.

The undersigned further agrees that (i) it will not, during the Lock-Up Period, make any demand for or exercise any right with respect to the registration under the Securities Act of 1933, as amended (the "**1933 Act**"), of any shares of Common Stock, and (ii) the Company may, with respect to any Common Stock, cause the transfer agent or other registrar to enter stop transfer instructions and implement stop transfer procedures with respect to such securities during the Lock-Up Period.

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this agreement and that this agreement has been duly authorized (if applicable), executed and delivered by the undersigned and is a valid and binding agreement of the undersigned. This agreement and all authority herein conferred are irrevocable and shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned.

Notwithstanding anything herein to the contrary, if for any reason (i) the Dealer Manager Agreement is not executed by the parties thereto prior to June 30, 2021, (ii) the Dealer Manager Agreement (other than the provisions thereof that survive termination) is terminated prior to

settlement of the Common Stock to be subscribed and sold thereunder or (iii) the Company notifies the Dealer Manager in writing prior to the execution of the Dealer Manager Agreement that the Company does not intend to proceed with the Rights Offering, this agreement shall automatically terminate and become null and void.

The undersigned acknowledges and agrees that whether or not the Rights Offering actually occurs depends on a number of factors, including market conditions.

THE AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, the undersigned has executed and delivered this agreement as of the date first set forth above.

Yours very truly,

CIM CAPITAL, LLC

By: /s/ David Thompson

Name: David Thompson

Title: Vice President