GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2 TO LEASE NO. GS-09P-LCA03197
ADDRESS OF PREMISES: SACRAMENTO FBI Northwest Corner of Blue Oaks Blvd & Washington Blvd. Roseville, CA	PDN Number: N/A

THIS AMENDMENT is made and entered into between

CW FBI Sacramento LLC

whose address is: 75 Malaga Cove Plaza
Suite 16
Rancho Palos Verdes, CA 90274

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 clarify certain Lease Language.

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:

GSA Form 1217 Lessors Annual Cost Statement, Exhibit Q is hereby removed from the lease as an exhibit.
GSA Form 1364C, Exhibit V is hereby removed from the lease as an exhibit.
GSA Form 3518 Representation and Certifications is replaced as attached to Lease Amendment No.2

Paragraph 4.06 A, C, H, I Green Lease Submittals is hereby modified as follows:

> 4.06.A Product data sheets for floor coverings, paints and wall coverings, ceiling materials, all adhesives, wood products, suite and interior doors, subdividing partitions, wall base, door hardware finishes, window coverings, millwork substrate and millwork finishes, lighting and lighting controls, and insulation to be used with in the lease Space. This information must be submitted within 6 months after final tenant improvements have been approved by the City of Roseville.

This Lease Amendment contains 2 page.

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]

Signature:
Name: WILLIAM L. CUNNINGHAM-CORSO
Title: President, CUNNINGHAM DEVELOPMENT CO. INC.,
Entity Name: MANAGER CW FBI SACRAMENTO, LLC.
Date: 11-6-2014

FOR THE GOVERNMENT: [redacted]

Signature:
Name: Donald C. Thomas
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 11/10/2014

WITNESSED FOR THE LESSOR BY: [redacted]

Signature:
Name: Hr Manyopovich
Title: HR Admin
Date: 11/6/14

4.06.C This subparagraph is hereby deleted.

4.06.H A signed statement from the Lessor for the leased space explaining how all HVAC systems serving the leased space will achieve the desired ventilation of the space during the flush-out period called for in the lease is required 6 months after construction drawings have been approved by the City of Roseville.

4.06.I A written commissioning plan submitted to the LCO six months prior to space acceptance that includes:

1. A schedule of systems commissioning and
2. A description of how commissioning requirements will be met and confirmed.

Paragraph 7.05 is hereby deleted and replaced with the following:

7.05 A credit of [redacted] is provided by the Lessor. These funds will be used for change orders requested for the government at their sole discretion. Any funds not used by 6 months past the date of substantial completion will be returned to the government in the form of a rental reduction.

Paragraph 7.06, 7.07 and 7.08 is hereby added to the Lease:

7.06 Pursuant to Paragraph 2.07 and GSA Form 1217, as provided as part of the final proposal revision, $509,417.00 is here by established as the base rate for Real Estate Tax Adjustments.

7.07 Pursuant to GSA Form 1364C, as provided as part of the final proposal revision, the Government agrees to take occupancy of the building earlier than the proposed occupancy date, provided that the building has achieved its certificate of occupancy and the conditions of the RLP and POR have been met. This shall only be applicable if, in the determination of the contracting officer, this is in the best interest of the government.

7.08 Pursuant to GSA Form 1364C, as provided as part of the final proposal revision, the Government agrees to pay lessor a Project Management Fee in the amount of 6% for change orders and work performed. The first [redacted] ([redacted]) shall be excluded from this fee. The Lessor reserves the right to charge additional fees including but not limited to general contractor fees, general condition fees, architectural fees and additional lessor overhead for any work performed during any renewal or extension following the initial 20 year firm term.

-Remainder of page intentionally left blank-

INITIALS: _____ LESSOR & _____ GOV'T