GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 7 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:

Paragraph 1.18 OCCUPANCY DATE is deleted in its entirety and substituted therefor:

1.18 Occupancy Date

The entire facility must be completed and ready for occupancy by **August 18, 2016**.

Paragraph 7.09, as shown on Lease Amendment No. 3 of the lease is hereby deleted in its entirety and substituted therefor:

7.09 The following three phase process shall be undertaken by the Lessor in order to develop the detailed furniture proposals and to purchase furniture required by POR Paragraph 4.3. Specifically, the Lessor shall provide the following furniture products: benching style workstations, private office furniture, conference room furniture, gym equipment, technical workbenches, industrial shelving units, high density and rotary files, senior executive level task chairs and guest seating, all ancillary file,

This Lease Amendment contains 5 pages.

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:

Signature: [redacted]
Name: William L. Cunningham - Cosso, Pres.
Title: Cunningham Development Company, Inc. Mgr
Entity Name: CW FBI Sacramento, LLC
Date: 2-9-2016

FOR THE GOVERNMENT:

Signature: [redacted]
Name: Eric Johnson
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 2/11/16

WITNESSED FOR THE LESSOR BY:

Signature: [redacted]
Name: Mike Cunningham
Title: VP Cunningham Development Co, Inc
Date: 2-9-2016

storage and/or combination file and storage cabinets, break room tables. (All general task chairs, guest chairs, side chairs and/or break room chairs will be provided and procured separately by the Government.)

It is the Government's responsibility to evaluate what their storage needs are as well as ascertain what is to be re-used furniture and equipment and to provide that information to the Lessor. Included in this information shall be dimensional requirements and other power, plumbing and telephone and/or data needs for new and existing furniture. The Government shall provide information for all existing furniture to be re-used. In addition, the Government shall be responsible for determining what storage systems they need to relocate from their existing facility to the new facility and what storage systems they need to dispose of. A separate charge shall be paid by the Government for any removal or relocation of said items once they have been placed into the new facility.

Phase One: Programming and Design

Phase One, Programing and Design, began on Dec 10, 2014 and shall be completed no later than **October 1, 2015**. Lump sum payment for Phase One in the amount of **$210,000** will be paid upon submission of a complete invoice upon completion of Phase One.

Upon completion Of Phase One, the Lessor shall submit for Lump Sum payment an original and one copy of the invoice. The Original Invoice, in the amount not to exceed $210,000.00 shall be submitted to:

GSA, Greater Southwest Finance Center (7BCP)
PO BOX 17181
Fort Worth, TX 76102

Alternatively the Lessor may submit the Invoice electronically, via the GSA Finance website at www.finance.gsa.gov.

A copy of the Invoice shall be simultaneously submitted to the Leasing Specialist at:
GSA, Real Estate Division
Attention: Eric Johnson
50 United Nation Plaza
2nd Floor, Suite 2265
San Francisco, CA 94102

A proper invoice must include the following:
-Invoice date
-Name of the Lessor as shown on the Lease
-Lease contract number, building address, and a description, price and quantity of the items delivered
- Annotation of GSA PS Number (will be sent after Government executes this Supplemental Lease Agreement)

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it."

Progress furniture drawings shall be distributed to the Government during Phase 1.A & 1.B for review and approval. The Government will be given 17 days (including 2 days for mailing) for review and comments. Should the review process be delayed by the Government, space acceptance and commencement of rent will not be delayed or withheld nor will Paragraph 4.14 Liquidated Damages be levied due to a delay in furniture installation.

A. Programming Phase Services

1. Consult with representatives of the Government to review the applicable requirements of the Project.
2. Review information furnished by the Government's designated representative to aid in understanding the furniture, furnishings and equipment requirements.
3. Review personal space standards established by the Government and shall take into consideration the design and layout of furniture system workstation environments
4. Develop a general understanding of equipment requirements, including data, telecommunications, and reproduction equipment related to furniture, furnishings and equipment

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B. Design & Documentation Phase Services

1. Based on the Government approved Program (RDM) and the Design Intent Drawings, prepare the design concept for the furniture, furnishing and equipment of the Project, indicating the types and quality.
2. Review with the Government methods for procurement of the furniture, furnishings and equipment including establishing a list of proposed vendors for furniture.
3. Review product data and prepare illustrations for furniture, furnishings and equipment as may be appropriate for the project, including specially designed items or elements, to indicate finished appearance and functional operations.
4. Illustrate the design character of the furniture selections. Such illustrations may include drawings, plans, elevations, photographs, and samples of actual materials, colors and finishes.
5. Review product data and prepare illustrations for furniture, furnishings and equipment as may be appropriate for the Project, including specially designed items or elements, to indicate finish appearance and functional operation.
6. Prepare Drawings, Specifications and other documents required to describe the requirements for the fabrication, procurement, shipment, delivery and installation of furniture, furnishing and equipment for the Projects.
7. Provide the necessary number of furniture mock-ups from approved vendors for the Governments inspection/review.

Phase Two, Quotation Phase:

C. Quotation Phase Services

1. Prepare necessary Quotation Documents.
2. Obtain quotation for furniture.
3. Prepare written responses to questions from vendors and provide written clarifications and interpretations of the Quotation Document
4. Review of quotations including conformance with design concepts expressed in the Design and Documentation Phase documents.
5. Provide final quotations to the Government for approval and a fair and reasonable determination from the Lease Contracting Officer.
6. Provide an electrical and data connection study by an electrical engineer to determine any electrical or data connections required for the furniture not included in the 100% construction drawings.

The Lessor's general contractor shall be entitled to a 10% gross profit mark-up on all work related to the furniture purchase and installation, plus not to exceed 2.25% mark up for bond and insurance. (These markups do not apply to the $210,000.00 Programming and Design payment.)

Lessor shall NOT include the negotiated 6% Project Management fee for the design, purchase or installation of furniture.

At the conclusion of Phase Two, final furniture quotations shall be distributed to the Government for review and approval before the start of Phase 2.

This will complete the first and second phase and will result in a complete furniture design package and final best value quotations ready for Government approval no later than **October 2, 2015**.

Should any action by the Government cause a delay in design or furniture quotations, space acceptance and commencement of rent will not be delayed or withheld nor will Paragraph 4.14 Liquidated Damages be levied due to a delay in furniture installation.

Phase Three: Purchase and Installation

No later than **November 2, 2015** the Government shall provide a fair and reasonable price determination, and notice to proceed.

Should the notice to proceed be delayed by the Government, space acceptance and commencement of rent will not be delayed or withheld nor will Paragraph 4.14 Liquidated Damages be levied due to a delay in furniture installation.

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Should local jurisdiction require changes to any furniture placement due to fire codes or other code issues which delay space acceptance, Paragraph 4.14 Liquidated Damages will not be levied due to a delay in receipt of a final Certificate of Occupancy.

The Lessor shall use a furniture installation contractor licensed in the State of California. In addition, the furniture contractor must agree to the Collective Bargaining Agreements of the General Contractor.

Lump sum payment will be made for any down-payment or pre-payment for the furniture order upon submissions of a complete invoice from the Lessor.

D. Furniture Contract Administration Phase Services

1. Issue contracts to acceptable contractors to provide for furniture, furnishings and equipment as set forth in the complete furniture design package and fair and reasonable costs as provided in the Quotation Phase.
2. Coordinate schedules for fabrication, delivery and installation of the work, but will not be responsible for the failure of a vendor to meet schedules for completion or to perform its respective duties and responsibilities in conformance with such schedules.
3. Receive, inspect and accept or reject furniture, furnishings, and equipment at the time of their delivery to the premises and installation unless otherwise agreed.
4. Review final placement and inspect for damage, quality, assembly and function in order to determine that furniture, furnishings and equipment are in accordance with the requirements of the Contract Documents.

This will complete the third phase and will result in a complete purchase and installation of all required furniture, furnishings and equipment required by contract.

Lump sum payment will be made upon submission of a complete invoice from the Lessor and completion of all conditions listed in General Clause 4.11 of the Lease.

The Lessor shall warrant the furniture against all defects in material, workmanship and installation for one year and shall assign the warranties to the Government after the one year period. Proof of warranty shall be turned over to the Government as a condition for closeout of the furniture change order. The Government shall be responsible for any additional warranty issues one year after space acceptance. Upon inspection and acceptance of the furniture by the Government, the Government shall accept ownership of the furniture. The Government shall be responsible for all maintenance or repair of the furniture not covered under the manufactures warrantee.

Pursuant to Paragraph POR 7.9 CABLING PROCUREMENT AND INSTALLATION the following is added:

The Government will be responsible for the preparation of all cabling drawings and bid packages including any required changes. The Government will be responsible for the accuracy of the drawings and bid package information.

No later than **August 14, 2015** the Government's will issue the final cabling design and bid package. Should the final cabling design and bid package be delayed by the Government, space acceptance and commencement of rent will not be delayed or withheld nor will Paragraph 4.14 Liquidated Damages be levied due to a delay in cabling installation.

Upon receiving the Government's final cabling design and bid package, the Lessor shall commence with a design coordination phase. The plans will be coordinated with the governments approved installers for feedback and design coordination. This will result in a detailed design, installation and bidding information package for the Lessor's use in bidding and installation of the cabling. The Lessor shall be responsible for any permitting required by local jurisdiction.

The Lessor's general contractor shall be entitled to a 10% gross profit mark-up on all work related to the cabling purchase and installation, plus a not to exceed 2.25% mark up for bond and insurance.

No later than **October 2, 2015**, final best value cabling quotations shall be distributed to the Government for review and approval.

No later than **November 2, 2015** the Government shall provide a fair and reasonable price determination, and notice to proceed. Should the notice to proceed be delayed by the Government, space acceptance and commencement of rent will not be delayed or withheld nor will Paragraph 4.14 Liquidated Damages be levied due to a delay in cabling installation.

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The Lessor shall use a government approved cable installer, licensed in the State of California. In addition the cable contractor must agree to the Collective Bargaining Agreements of the General Contractor.

Lump sum payment will be made upon submission of a complete invoice upon space acceptance.
Paragraph 7.11 is hereby added:

7.11 Furniture and Cabling work general conditions and consultant.

A. The Lessor's general contractor shall provide all general conditions to procure, install and manage the installation of the Government's furniture and cabling requirement. Attached as Exhibit A to Lease Amendment 7 is a breakdown of the general conditions. Lump sum payment for general conditions in the amount of **$500,000.00** will be paid to the Lessor upon submission of a complete invoice upon space acceptance.

B. The Lessor's general contractor shall provide the services of a consultant familiar with all aspects of the Government cabling and furniture design and installation details. The consultant will be approved by the Government. Lump sum payment for the consultant in the amount of **$75,000.00** will be paid to the Lessor upon submission of a complete invoice.

Upon completion and acceptance of Tenant Improvements identified herein, the Lessor shall submit for Lump Sum payment an original and one copy of the invoice. The Original Invoice, in the amount not to exceed $75,000.00 shall be submitted to:

GSA, Greater Southwest Finance Center (7BCP)
PO BOX 17181
Fort Worth, TX 76102

Alternatively the Lessor may submit the Invoice electronically, via the GSA Finance website at www.finance.gsa.gov.

A copy of the Invoice shall be simultaneously submitted to the Leasing Specialist at:
GSA, Real Estate Division
Attention: Eric Johnson
50 United Nation Plaza
2nd Floor, Suite 2265
San Francisco, CA 94102

A proper invoice must include the following:
- -Invoice date
- -Name of the Lessor as shown on the Lease
- -Lease contract number, building address, and a description, price and quantity of the items delivered
- - Annotation of GSA PS Number (will be sent after Government executes this Supplemental Lease Agreement)

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it."

End of Lease Amendment

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