GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3 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:

Pursuant to POR FBI Field Office Facility (Version 13.1.B.1) paragraph 4.3 FURNITURE paragraph 7.09 is added:

7.09 The following two phase process shall be taken by the Lessor in order to develop the detailed furniture proposals and furniture purchase required by POR Paragraph 4.3.

Phase One: Phase One shall begin effective upon execution of Lease Amendment No. 3. Lump sum payment for Phase One in the amount of **$210,000** will be paid upon submission of a complete invoice upon space acceptance.

Programing and Design shall be completed no later than **April 30, 2015**. Design &Documentation will be submitted to the Government for review upon 35%, 65% and 95% completion for review. 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, a day by day delay will be granted for the occupancy date.

This Lease Amendment contains 3 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:

Signature: [redacted]
Name: WILLIAM L. CUNNINGHAM-CORSO, PRES.
Title: CUNNINGHAM Development Company, Inc. Manager
Entity Name: CW FBI SACRAMENTO, LLC.
Date: 12-10.2014

FOR THE GOVERNMENT:

Signature: [redacted]
Name: Donald C. Thomas
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 12/10/2014

WITNESSED FOR THE LESSOR BY:

Signature: [redacted]
Name: MIKE CUNNINGHAM, VP.
Title: CUNNINGHAM DEV. CO. INC., MANAGER, CW FBI SACRAMENTO LLC
Date: 12-10-2014

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 understand of equipment requirements, including data, telecommunications, and reproduction equipment related to furniture, furnishings and equipment.

B. Design & Documentation Phase Services

1. Based on the Government approved Program (RDM) and the Design Intent Drawings, shall 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, furnishing 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 finished.
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.

Quotation process shall be completed no later than **October 15, 2015**.

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.

This will complete the first phase and will result in a complete furniture design package and final quotations ready for Government approval.

Phase Two: No later than **November 1, 2015** the Government shall inform the Lessor as to the method of procurement for the furniture, a fair and reasonable price determination, and provide the required documents and notice to proceed. Should the notice to proceed be delayed by the Government, a day by day delay will be granted for the occupancy date.

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.

INITIALS: _____ & _____
LESSOR GOV'T

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

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INITIALS: _____ & _____
LESSOR GOV'T