

**Supplemental Lease Agreement
Number 4**

Lease Number:	GS-09B-02651	Date:	MAR 22 2011
Address of Premises: 1855 Gateway Blvd., Suite 585, Concord, CA 94520-3200			

THIS AGREEMENT, made and entered into this date by and between Sierra Pacific Properties, Inc whose address is 1800 Willow Pass Court, Concord California, 94520 - 3200 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 revise the lump sum payment. NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective February 28, 2011 as follows:

In order to accomplish the above, paragraph 23 of the Standard Form 2 of the lease is amended by deleting the text and substituting, in lieu thereof, the following:

**"23. ABOVE STANDARD COST:
TOTAL ABOVE STANDARD COST**

A. The Government shall make a "LUMP SUM" payment within 30 days upon receipt of an invoice after completion and acceptance of the space by the Government. Payment will be due only for the items which are listed in this paragraph. Said amount will not exceed \$112,153.17 and will be itemized and subject to Government review and acceptance.

B. Invoices for Above Standard Items: The invoice should annotate the name and address of the submittee (the submittee must match the name and address in the Government's vendor file), an invoice number and PDN# (to be provided at a later date). The Lessor shall submit an original and one copy of the invoice for the Above Standard Items. The Original Invoice shall be submitted either electronically (strongly advised) to the Finance Website at <http://www.finance.gsa.gov> or mailed to:

GSA, Greater Southwest Finance Center (7BCP) *PS 0019944*
P.O. Box 17181
Fort Worth, Texas 76102

With a copy to the Contracting Officer.

C. Title to items for which the Government makes a "LUMP SUM" payment shall vest in the Government. These items can be removed in a commercially reasonable fashion by the Government at any time. The Lessor waives any restoration in connection with these items. Unless the Government has removed these items from the Premises, the Lessor shall remain responsible for maintenance and repair of all items provided by the Lessor under the lease. If, after the lease term or any extensions, or succeeding the lease term, the Government elects to abandon any items in place, title shall pass to the Lessor. This paragraph shall also apply throughout the term of the lease to any work requested by the Government after occupancy.

D. Building Standard vs Upgrade Costs List (Above Standard Costs) attached as Exhibit "C" and Ballistic/Sound Control Requirements attached as Exhibit "D" as well as Exhibit "E" which includes change orders 7, 8, 9, 11 and invoices for EMT and PAC."

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 above date.

Lessor, Sierra Pacific Properties, Inc

By
Douglas W. Messner, President

By
Mark D. Wickham, Senior Vice President

In Presence of

(Signature)

1800 Willow Pass Court, Concord, CA 94520
(Address)

United States Of America, General Services Administration, Public Buildings Service.

(Signature)

(Official Title)