

**THIRTY EIGHTH AMENDMENT  
TO LEASE AGREEMENT N6247499RP42P12  
BETWEEN  
THE UNITED STATES OF AMERICA  
AND  
TREASURE ISLAND DEVELOPMENT AUTHORITY**

THIS LEASE AMENDMENT made this \_\_\_\_ day of \_\_\_\_\_ 2013, by and between the UNITED STATES OF AMERICA, acting by and through the Department of the Navy, hereinafter called the "Government", and the TREASURE ISLAND DEVELOPMENT AUTHORITY, hereinafter called the "Lessee";

WHEREAS, the parties hereto, as of 19 November 1998, entered into Lease Agreement N6247499RP42P12 under the terms of which the Lessee uses certain real property for space located at the former Naval Station, Treasure Island; and

WHEREAS, the parties agree to amend the terms of the Lease Agreement.

NOW THEREFORE, in consideration of the terms, covenants and conditions hereinafter set forth; the following paragraphs to Lease N6247499RP42P12 are hereby amended to reflect the following changes;

1. Paragraph 2 **TERM**, delete in its entirety and the following paragraph is inserted therefore:

"The term of this Lease shall be for a period of one (1) year beginning on 1 December 2013 and ending on 30 November 2014, unless sooner terminated in accordance with the provisions of Paragraph 14, Termination."

2. Paragraph 1 **LEASED PREMISES**, add the following:

"Use of the open space surrounding Building 452 and Building 453 as shown as Item #1 on Exhibit A-14, attached hereto and made a part hereof. Building 452 and 453 is excluded from the Leased Premises."

"Use of Building 257, for the express purpose of demolition and pre-demolition activities, as shown as Item #2 on Exhibit A-14, attached hereto and made a part hereof."

"Use of lot underlying and surround Building 257 after demolition, as shown as Item #3 on Exhibit A-14, attached hereto and made a part hereof."

"Use of the lot surrounding Building 217, as shown as Item #4 on Exhibit A-14, attached hereto and made a part hereof. Building 217 is excluded from the Leased Premises."

"Use of the lot South of Building 330 and bordered by Avenue and 10<sup>th</sup> Street, as shown as Item #5 on Exhibit A-14, attached hereto and made a part hereof."

"Use of a portion of the lot bordered by 5<sup>th</sup> and Avenue N near Building 458, as shown as Item #6 on Exhibit A-14, attached hereto and made a part hereof."

“Use of a portion of the lot bordered by Bldg 293 and Avenue M and 5<sup>th</sup> Avenue, as shown as Item #7 on Exhibit A-14, attached hereto and made a part hereof.”

“Use of lot east of the former Building 92 and west of Avenue M, located approximately between 3<sup>rd</sup> and 5<sup>th</sup> streets, as shown as Item #8 on Exhibit A-14, attached hereto and made a part hereof.”

All other terms and conditions of the Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have, on the respective dates set forth above duly executed this amendment to the Lease as of the day and year first above written.

UNITED STATES OF AMERICA

TREASURE ISLAND DEVELOPMENT  
AUTHORITY

\_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

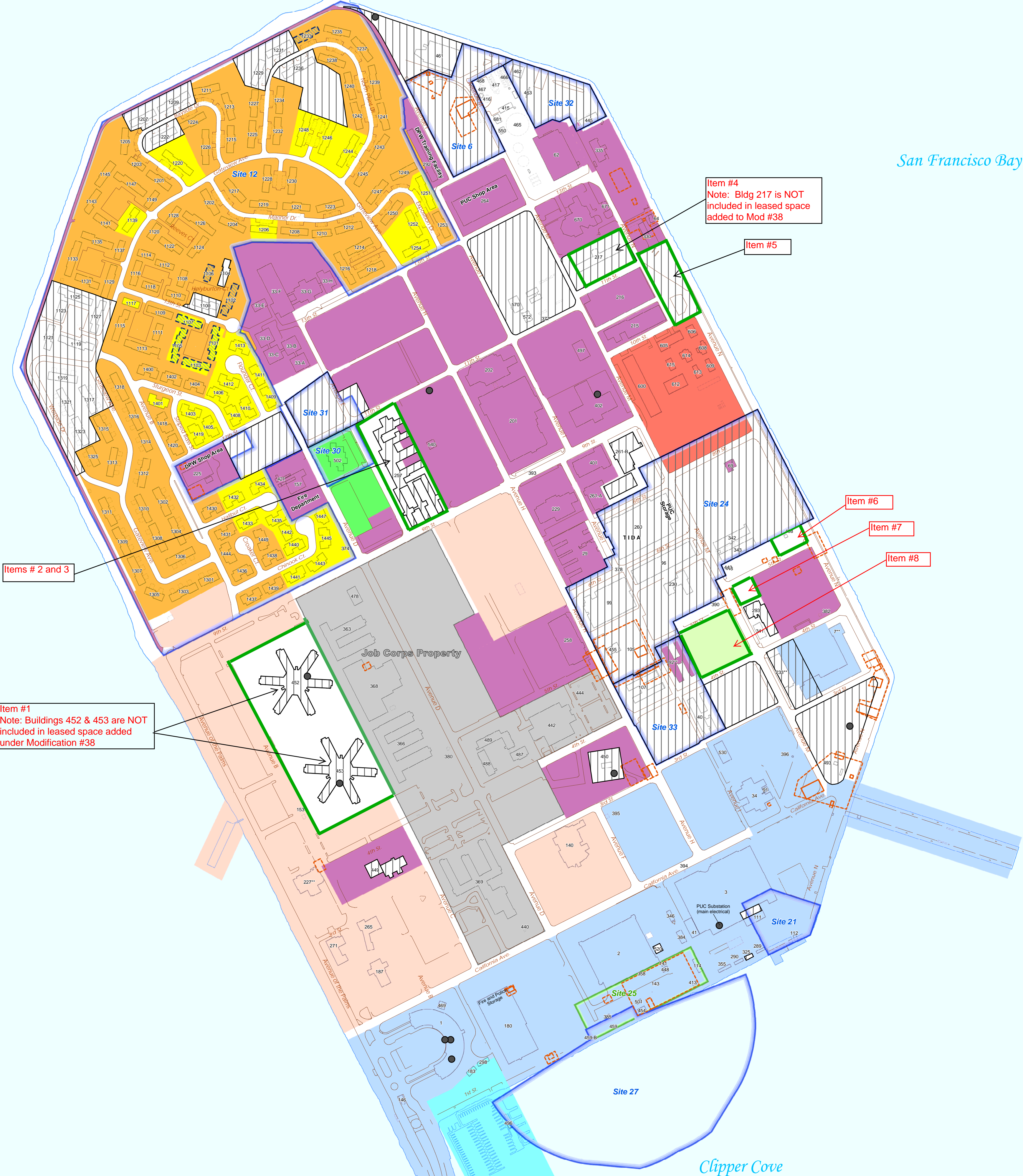
APPROVED AS TO FORM:

\_\_\_\_\_

CITY ATTORNEY



San Francisco Bay



Items # 2 and 3

Item #1  
Note: Buildings 452 & 453 are NOT included in leased space added under Modification #38

Item #4  
Note: Bldg 217 is NOT included in leased space added to Mod #38

Item #5

Item #6

Item #7

Item #8

Clipper Cove