

**ELEVENTH AMENDMENT
TO LEASE AGREEMENT N6871102RP02P09
BETWEEN
THE UNITED STATES OF AMERICA
AND
TREASURE ISLAND DEVELOPMENT AUTHORITY**

THIS LEASE AMENDMENT made this _____ day of _____ 2015, 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 1 October 2001, entered into Lease Agreement N6871102RP02P09 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 N6871102RP02P09 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 2015 and ending on 30 November 2016, unless sooner terminated in accordance with the provisions of Paragraph 14, Termination"

2. Paragraph 19 **SUBMISSION OF NOTICES**, delete Government's address and insert the following:

Government: Navy BRAC PMO West
33000 Nixie Way
Building 50 Attn: Real Estate
San Diego, CA 92147

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

**TENTH AMENDMENT
TO LEASE AGREEMENT N6871102RP02P09
BETWEEN
THE UNITED STATES OF AMERICA
AND
TREASURE ISLAND DEVELOPMENT AUTHORITY**

THIS LEASE AMENDMENT made this _____ day of _____ 2014, 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 1 October 2001, entered into Lease Agreement N6871102RP02P09 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 N6871102RP02P09 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 2014 and ending on 30 November 2015, unless sooner terminated in accordance with the provisions of Paragraph 14, Termination"

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

**NINTH AMENDMENT
TO LEASE AGREEMENT N6871102RP02P09
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 1 October 2001, entered into Lease Agreement N6871102RP02P09 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 N6871102RP02P09 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"

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

**EIGHTH AMENDMENT
TO LEASE AGREEMENT N6871102RP02P09
BETWEEN
THE UNITED STATES OF AMERICA
AND
TREASURE ISLAND DEVELOPMENT AUTHORITY**

THIS LEASE AMENDMENT made this _____ day of _____ 2012, 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 1 October 2001, entered into Lease Agreement N6871102RP02P09 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 N6871102RP02P09 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 2012 and ending on 30 November 2013, unless sooner terminated in accordance with the provisions of Paragraph 14, Termination"

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

ORIGINAL

**SEVENTH AMENDMENT
TO LEASE AGREEMENT N6871102RP02P09
BETWEEN
THE UNITED STATES OF AMERICA
AND
TREASURE ISLAND DEVELOPMENT AUTHORITY**

THIS LEASE AMENDMENT made this _____ day of _____ 2011, 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 1 October 2001, entered into Lease Agreement N6871102RP02P09 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 N6871102RP02P09 are hereby amended to reflect the following changes;

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

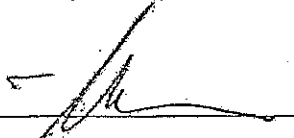
"The term of this Lease shall be for a period of one (1) year beginning on 1 December 2011 and ending on 30 November 2012, unless sooner terminated in accordance with the provisions of Paragraph 14, Termination"

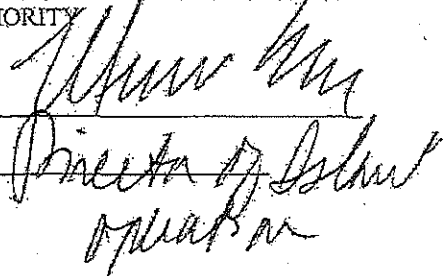
All other terms and conditions of the Lease Agreement shall remain in full force and effect.

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 WILLIAM E. CARSILO
REAL ESTATE CONTRACTING OFFICER
DEPARTMENT OF THE NAVY

Title Director of Island Operations

APPROVED AS TO FORM:


Deputy CITY ATTORNEY

ORIGINAL

SIXTH AMENDMENT
TO LEASE AGREEMENT N6871102RP02P09
BETWEEN
THE UNITED STATES OF AMERICA
AND
TREASURE ISLAND DEVELOPMENT AUTHORITY

THIS LEASE AMENDMENT made this 2nd day of August 2010, 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 1 October 2001, entered into Lease Agreement N6871102RP02P09 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 N6871102RP02P09 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 2010 and ending on 30 November 2011, unless sooner terminated in accordance with the provisions of Paragraph 14, Termination"

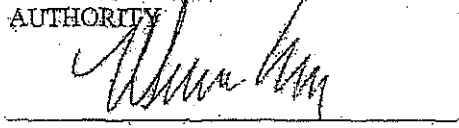
All other terms and conditions of the Lease Agreement shall remain in full force and effect.

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


ELIZABETH A. LARSON



Title: REAL ESTATE CONTRACTING OFFICER,
DEPARTMENT OF THE NAVY

Title: Dir

APPROVED AS TO FORM:

Deputy

CITY ATTORNEY

**FIFTH AMENDMENT
TO LEASE AGREEMENT N6871102RP02P09
BETWEEN
THE UNITED STATES OF AMERICA
AND
TREASURE ISLAND DEVELOPMENT AUTHORITY**

THIS LEASE AMENDMENT made this _____ day of _____ 2009, 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 1 October 2001, entered into Lease Agreement N6871102RP02P09 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 N6871102RP02P09 are hereby amended to reflect the following changes;

I. 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 2009 and ending on 30 November 2010, unless sooner terminated in accordance with the provisions of Paragraph 14, Termination"

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

(C. 1111)

FOURTH AMENDMENT
TO LEASE AGREEMENT N6871102RP02P09
BETWEEN
THE UNITED STATES OF AMERICA
AND
TREASURE ISLAND DEVELOPMENT AUTHORITY

THIS LEASE AMENDMENT made this 5th day of January 2009, 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 1 October 2001, entered into Lease Agreement N6871102RP02P09 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 N6871102RP02P09 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 2008 and ending on 30 November 2009, unless sooner terminated in accordance with the provisions of Paragraph 14, Termination"

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

WILLIAM R. CARSILO
REAL ESTATE CONTRACTING OFFICER
DEPARTMENT OF THE NAVY

Title

Title

APPROVED AS TO FORM:

Deputy

Galen D. Malle
CITY ATTORNEY

THIRD AMENDMENT
TO LEASE AGREEMENT N6871102RP02P09
BETWEEN
THE UNITED STATES OF AMERICA
AND
TREASURE ISLAND DEVELOPMENT AUTHORITY

THIS LEASE AMENDMENT made this 20th day of Dec. 2007, 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 1 October 2001, entered into Lease Agreement N6871102RP02P09 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 N6871102RP02P09 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 extended through 30 November 2008, unless sooner terminated in accordance with the provisions of Paragraph 14, Termination"

2. Paragraph 17 INSURANCE, delete 17.4 in its entirety and the following paragraph is inserted therefore:

"17.4 During the entire period this Lease shall be in effect, Lessee shall require its contractors or sublessees or any contractor performing work at Lessee's or sublessee's request on Leased Premises to carry and maintain the insurance required below:

17.4.1 Comprehensive general liability insurance in an amount to be determined by Lessee and the City of San Francisco Risk Manager based on generally applicable insurance industry standards for the permitted uses; provided, however, that in no case shall the amount of coverage be less than \$1 million per occurrence with respect to personal injury or death, and \$1 million per occurrence with respect to property damage.

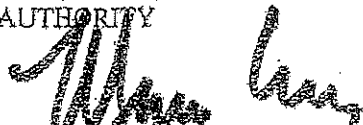
17.4.2 Workman's compensation or similar insurance in form and amounts, required by law."

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 WILLIAM R. CARSILLO
REAL ESTATE CONTRACTING OFFICER
DEPARTMENT OF THE NAVY

Title Director of

APPROVED AS TO FORM:



Eileen M. Malley
DEPUTY CITY ATTORNEY

THIRD AMENDMENT TO LEASE AGREEMENT N6871102RP02P09

**SECOND AMENDMENT
TO LEASE AGREEMENT N6871102RP02P09
BETWEEN
THE UNITED STATES OF AMERICA
AND
TREASURE ISLAND DEVELOPMENT AUTHORITY**

THIS LEASE AMENDMENT made this _____ day of _____ 2006, 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 1 October 2001, entered into Lease Agreement N6871102RP02P09 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 N6871102RP02P09 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 October 2006 and ending on 30 September 2007, unless sooner terminated in accordance with the provisions of Paragraph 14, Termination."

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

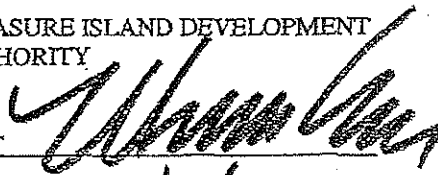
IN WITNESS WHEREOF, the parties hereto have, on the respective dates set forth above duly executed this amendment to the Lease as of the day and year first above written.

UNITED STATES OF AMERICA

TREASURE ISLAND DEVELOPMENT
AUTHORITY



WILLIAM R. CARSILO
Title REAL ESTATE CONTRACTING OFFICER
DEPARTMENT OF THE NAVY



3/2/07

APPROVED AS TO FORM:



CITY ATTORNEY

**FIRST AMENDMENT
TO LEASE AGREEMENT N6871102RP02P09
BETWEEN
THE UNITED STATES OF AMERICA
AND
TREASURE ISLAND DEVELOPMENT AUTHORITY**

THIS LEASE AMENDMENT made this 1st day of June 2003, 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 1 October 2001, entered into Lease Agreement N6871102RP02P09 under the terms of which the Lessee leases certain real property 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; Lease N6871102RP02P09 is hereby amended to reflect the following:

DELETE:

Paragraph 13.10 in its entirety and replace it herewith:

Paragraph 13.10 Lessee shall not conduct or permit its Sublessees to conduct any subsurface excavation, digging, drilling, or other soil disturbance of the surface, including, but not limited to, ornamental gardening and the raising of produce for consumption, without the prior written approval of Government.

DELETE:

Paragraph 34.4 in its entirety and replace it herewith:

Paragraph 34.4 Use of groundwater is prohibited. The Lessee will be prohibited from installing any groundwater wells or otherwise using groundwater at the subject property.

DELETE:

Paragraph 34.5 in its entirety and replace it herewith:

Paragraph 34.5 Lessee shall be restricted from all groundbreaking activities, including ornamental gardening and the raising of produce for consumption. Existing landscaping can be maintained by mowing, clipping and pruning, but may not include any groundbreaking such as the addition or removal of trees, shrubs, plants, or grasses. The Lessee shall conduct a quarterly inspection to ensure that ground-disturbing and groundbreaking activities do not occur.

INSERT:

Paragraph 34.9 The Lessee will be required through the lease to comply with all applicable laws and regulations pertaining to the use, treatment, storage, disposal and transportation of hazardous materials.

Paragraph 34.10 The Lessee shall not interfere with the ongoing Installation Restoration and other environmental program activities. The Lessee will be prohibited from damaging any existing or future groundwater monitoring wells and will be responsible for repairing any damage done to the wells.

Paragraph 34.11 All non-emergency utilities work at the Building 502 facility and adjacent streets shall require a Dig Permit, that includes the signature of the Navy Caretaker Site Office, prior to start of any ground-disturbing activities.

In areas of the site where there is no known soil contamination, soil from permitted utilities work shall still be managed for proper handling and disposal during the ongoing CERCLA process at the site. During the course of permitted utilities work, if unexpected subsurface conditions are encountered that include the presence of debris, staining or odor, the permitted work shall cease immediately, and the permit will be re-evaluated.

In the areas of the site beneath the concrete cap and Building 502, where soil contamination has been identified, a work plan that includes protective measures, soil sampling and soil management as determined appropriate, shall be a part of the approved permit. The purposes of the work plan will be:

- 1) to ensure that soil excavated from contaminated areas is completely contained by use of ground covers, soil pile covers, runoff control, and care in excavation methods, pending determination of the level of contamination;

- 2) to ensure that soil is properly characterized by sampling and analysis to determine proper disposition;
- 3) to ensure that children and staff at the child care facility are not inadvertently exposed to inappropriate risk from hazardous constituents, by such means as project day and time scheduling, temporary relocation, or appropriate physical barriers; and
- 4) to ensure that personal protective equipment is used consistent with the likely concentrations of hazardous constituents and exposure duration.

For emergency utilities work, the Lessee shall contact the Navy Caretaker Site Office for authorization. In the event that the Navy Caretaker Site Office cannot be reached, the Lessee's officer responsible for worker health and safety shall make an appropriate determination on protective measures to address health and safety to workers due to potentially contaminated soils, and all soil excavated shall be stockpiled in a secure area for further determination of handling. No soil will be returned to the excavation as a result of emergency utilities work until authorized by the Navy.

Paragraph 34.12 The Lessee will be responsible for obtaining all necessary permits and licenses for their own operation. Any violation of the permit conditions will be grounds to require the Lessee to cease operations or terminate the lease.

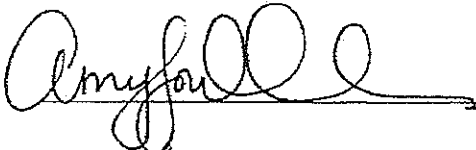
Paragraph 34.13 The Lessee shall ensure that operators of the Building 502 facility, including maintenance and landscape personnel, are aware of and familiar with these restrictions.

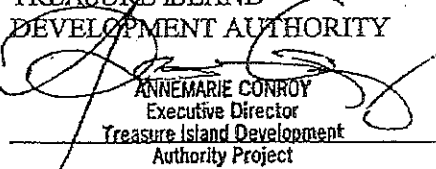
Paragraph 34.14 All required Lease restrictions must also be made part of all subleases within this area, and all references to Lessees and leases in this document also include all authorized sublessees and subleases. A copy of the Lease shall also be provided to each sublessee and licensee of Building 502. A notice of availability of copies of this Lease shall also be provided to the custodial parent or guardian of every child using the day care facility.

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

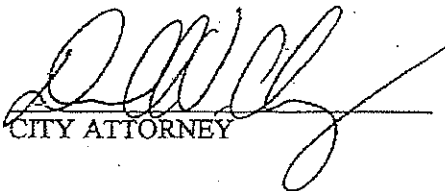
IN WITNESS WHEREOF, the parties hereto have, on the respective dates set forth above duly executed this amendment to the Lease as of the day and year first above written.

UNITED STATES OF AMERICA


Title Real Estate Contracting Officer

TREASURE ISLAND
DEVELOPMENT AUTHORITY

ANNEMARIE CONROY
Executive Director
Treasure Island Development
Authority Project
AMY JO WILEMAN
Title Real Estate Contracting Officer

APPROVED AS TO FORM:


CITY ATTORNEY