

**FORTIETH AMENDMENT
TO LEASE AGREEMENT N6247499RP42P12
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 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 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

File 140864

ORIGINAL

**THIRTY NINTH AMENDMENT
TO LEASE AGREEMENT N6247499RP42P12
BETWEEN**

**THE UNITED STATES OF AMERICA
AND**

TREASURE ISLAND DEVELOPMENT AUTHORITY

THIS LEASE AMENDMENT made this 1 day of October 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 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:

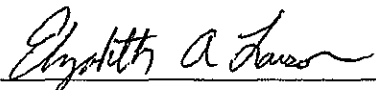
"The term of this Lease shall be for a period of one (1) year beginning on 1 December 2014 and ending on 30 November 2015, unless sooner terminated in accordance with the provisions of Paragraph 14, Termination."

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

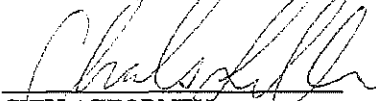




Title ELIZABETH A. LARSON
REAL ESTATE CONTRACTING OFFICER
DEPARTMENT OF THE NAVY

Title Treasure Island Director

APPROVED AS TO FORM:


CITY ATTORNEY

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

THIS LEASE AMENDMENT made this 16 day of December 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 10th 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 5th 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 5th Avenue, as shown as Item #7 on Exhibit A-14, attached hereto and made a part hereof."

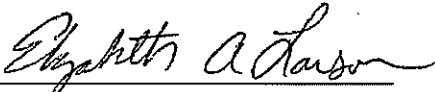
"Use of lot east of the former Building 92 and west of Avenue M, located approximately between 3rd and 5th streets, as shown as Item #8 on Exhibit A-14, attached hereto and made a part hereof."

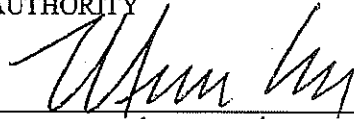
All other terms and conditions of the Lease Agreement shall remain in full force and effect.

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 ELIZABETH A. LARSON
REAL ESTATE CONTRACTING OFFICER
DEPARTMENT OF THE NAVY

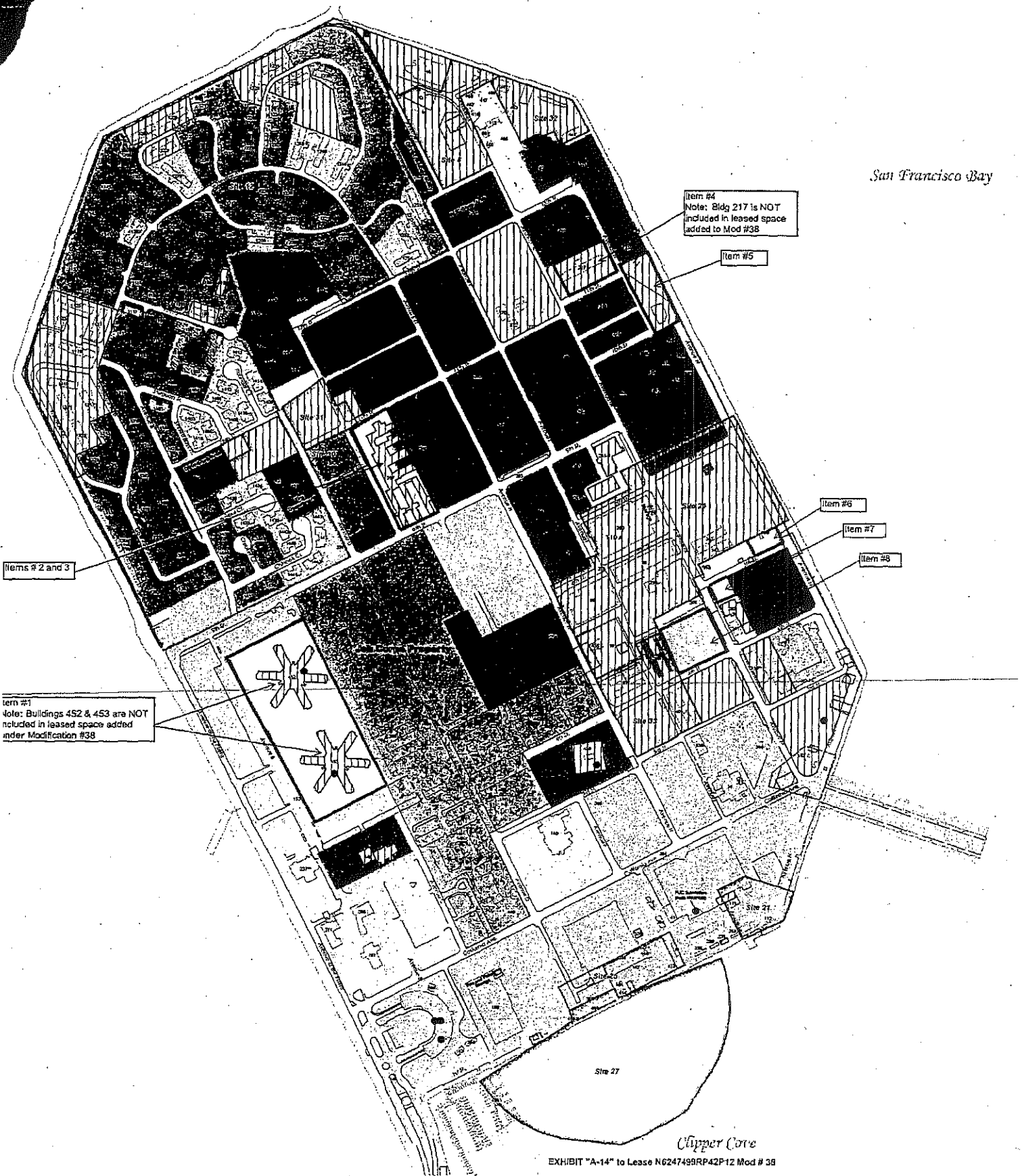
Title Director
Island Operations

APPROVED AS TO FORM:


CITY ATTORNEY

Charles Sullivan, Deputy City Attorney

San Francisco Bay



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

Item #5

Item #6

Item #7

Item #8

Items #2 and 3

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

Site 27

Clippers Cove

EXHIBIT "A-14" to Lease N6247499RP42P12 Mod # 38