

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

FIRST AMENDMENT
TO LEASE

--ooOoo--

FORT BAKER
at
GOLDEN GATE NATIONAL RECREATION AREA

--ooOoo--

DATED OCTOBER 1, 2009

**FIRST AMENDMENT
TO
LEASE**

THIS FIRST AMENDMENT TO LEASE ("First Amendment") is made and entered into effective as of October 1, 2009, by and between United States Department of the Interior, National Park Service, acting through the National Park Service, an agency of the United States of America, Golden Gate National Recreation Area, a unit of the National Park Service, acting through the Regional Director, hereinafter, together with his or her successor or successors in office and his, her and their duly appointed representatives (collectively, "Landlord" or sometimes "NPS") and Fort Baker Retreat Group LLC, a California limited liability company ("Tenant").

RECITALS

This First Amendment is entered upon the basis of the following facts, understandings and intentions of the Parties.

A. Landlord and Tenant entered into that certain Lease effective as of December 7, 2006 (the "Original Lease"), which shall be amended by this First Amendment. This First Amendment, together with the Original Lease hereinafter shall be referred to collectively as the "Lease".

B. Landlord and Tenant desire to amend the Lease in the manner set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions and covenants set forth below and other good and valuable consideration, the parties hereto agree as follows:

1. **Definitions.** The capitalized terms not otherwise defined herein shall have the meanings given in the Original Lease.

GOLDEN GATE NATIONAL RECREATION AREA
****PACIFIC WEST REGION - NATIONAL PARK SERVICE ****

2. Amendment of Section 1.58. Section 1.58 is hereby amended as follows. Section 1.58(l) is amended to delete the period and replace it with the following: “; and”. In addition, the following new Section 1.58(m) is hereby added:

m. all fees paid to Landlord through Landlord’s Business Management Office for permits obtained for group activities pursuant to Section 10.17(b) below.

3. Amendment of Section 1.80. Section 1.80 is hereby deleted in its entirety and replaced with the following:

1.80 “Lease Year” means as follows:

a. The first Lease Year (“Lease Year 1”) shall commence upon the Rent Commencement Date, which pursuant to Section 5.2(a) is August 1, 2008, and shall end on December 31 of the following year (December 31, 2009).

b. Each subsequent Lease Year shall be a full calendar year and shall commence on the January 1 following the expiration of the preceding Lease Year, and shall end on the December 31 thereafter, or on the last day of the Term, whichever occurs first. For example, Lease Years 2-12 shall be:

<u>Lease Year</u>	<u>Calendar Year</u>
2	January 1 – December 31, 2010
3	January 1 – December 31, 2011
4	January 1 – December 31, 2012
5	January 1 – December 31, 2013
6	January 1 – December 31, 2014
7	January 1 – December 31, 2015
8	January 1 – December 31, 2016
9	January 1 – December 31, 2017
10	January 1 – December 31, 2018
11	January 1 – December 31, 2019
12	January 1 – December 31, 2020

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4. Amendment of Section 1.119. Section 1.119 of the Lease is hereby deleted in its entirety and replaced with the following:

1.119 "Rent Commencement Date" occurred on August 1, 2008 as defined in Section 5.2(a) of this Lease.

5. Amendment of Section 5.1(a). Section 5.1(a) is hereby amended to delete the following sentence: "Agreement Payments may not be applied to any Service District Charges or utility charges due under this Lease." and replaced with the following:

(b) (4)

6. Amendment of Section 5.2(a). The following sentence is hereby added at the end of Section 5.2(a):

The final Certificate of Occupancy for the Initial Phase of the Phased Improvements was issued on July 31, 2008, therefore the Rent Commencement Date occurred on August 1, 2008.

7. Amendment of Section 5.2(b). Section 5.2(b) is hereby amended to delete the phrase "Base Rent shall be adjusted upward on the tenth (10th) anniversary of the Rent Commencement Date and at the beginning of the every fifth (5th) Lease Year thereafter" and replaced with the following phrase: "Commencing on January 1, 2019, Base Rent shall be adjusted upward and at the beginning of every fifth (5th) Lease Year thereafter".

8. Amendment of Section 5.2(c). Section 5.2(c) is hereby deleted in its entirety and replaced with the following:

c. The first installment of the adjusted Base Rent shall be due April 1, 2019 and subsequent installments shall be paid quarterly thereafter.

9. Amendment of Section 5.3(a). The second paragraph of Section 5.3(a) is hereby deleted in its entirety and replaced with the following:

The Percentage Rent percentage rate shall increase over time, according to the

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following schedule:

Lease Years 1-3 (August 1, 2008 through December 31, 2011):	1%
Lease Years 4-7 (January 1, 2012 through December 31, 2015):	1.14%
Lease Years 8-10 (January 1, 2016 through December 31, 2018):	1%
Lease Years 11-15 (January 1, 2019 through December 31, 2023):	2%
Lease Years 16-20 (January 1, 2024 through December 31, 2028):	3%
Lease Years 21-25 (January 1, 2029 through December 31, 2033):	4%
Thereafter (January 1, 2034 through end of Term):	5%

10. Amendment of Section 5.4(a). Section 5.4(a) is hereby amended to insert “(2019)” immediately after the phrase “increase to Forty-Two Million Dollars (\$42,000,000) in Lease Year 11” in the second sentence.

11. Amendment of Section 5.6(d). Section 5.6(d) is hereby deleted in its entirety and replaced with the following:

d. For the first ten (10) years of the Term, the Service District Charge shall be as shown on Exhibit R attached hereto. Thereafter, the Service District Charge shall be subject to periodic adjustment by Landlord to reflect Landlord’s reasonable increased cost of services, which adjustments shall not occur more frequently than once in any five-year period. Landlord shall give Tenant ninety (90) day written notice to Tenant of any Service District Charge adjustment.

12. Amendment of Section 10.17. Section 10.17 is hereby deleted in its entirety and replaced with the following:

10.17 Off-Premises Use.

a. Special Events. Use of those portions of Fort Baker for special events in the vicinity of the Retreat and Conference Center, which are not within the Premises or leased by Landlord to other tenants or assigned by Landlord to cooperators, and in particular, use of the Parade Ground and all landscape areas immediately adjacent to the Premises, shall be subject to NPS special event guidelines attached hereto as Exhibit V, as amended, revised, or superseded, and adopted by Landlord. Landlord shall meet and confer with Tenant regarding such amendments or revisions. In permitting such special events, Landlord shall take into consideration the operating requirements unique

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to the adjacent Retreat and Conference Center, including, without limitation, the effect of noise and nighttime lighting. Notwithstanding anything to the contrary in the Interim Special Park Uses Guidelines for East Fort Baker attached as Exhibit V, the interim guidelines shall remain effective until revised standard operating procedures are approved by Landlord.

b. Group Activities. Tenant shall be subject to permitting procedures administered by Landlord in accordance with park-wide guidelines for commercial activities, through the Business Management Office of GGNRA (or its successor), for group activities organized by Tenant and/or the Hospitality Management Company to be held outside the Premises but within GGNRA, including but not limited to, managed fitness activities (commonly called "fitness boot camps"), guided hikes, guided bicycling tours, guided kayaking and other group tours (if permitted by applicable park-wide guidelines). Permits for all such group activities shall be obtained by Tenant from the Business Management Office of GGNRA (or its successor) in writing and in advance of conducting any such group activities.

13. Amendment of Section 12.5. Section 12.5 is hereby deleted in its entirety and replaced with the following:

12.5 Tenant shall operate, maintain, repair, reconstruct, and replace any and all utilities serving the Retreat and Conference Center from the point of distribution of such utilities on the Premises to the utilities shown as "NPS Owned Utility Line" on the drawing attached as Exhibit C, as such drawing may be updated and revised from time to time.

14. Amended Exhibit R. Exhibit R to the Lease is hereby deleted in its entirety and replaced with Exhibit R attached hereto.

15. New Exhibit X. The attached Exhibit X (Master Lease Year Schedule) is hereby added to the Lease.

16. Counterparts. This First Amendment may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

17. Ratification of Lease. Except as otherwise expressly modified by the terms of this

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First Amendment, the Lease remains unchanged and in full force and effect. In the event of any conflict or inconsistency between the terms of this First Amendment and the terms of the Original Lease, the terms of this First Amendment shall control.

AS OF THE DATE FIRST WRITTEN ABOVE, the Parties evidence their agreement to the terms of this First Amendment by signing below:

LANDLORD:

NATIONAL PARK SERVICE

By: Rory Westberg
Name: Rory Westberg
Title: Acting Regional Director
Date: October 27, 2009

TENANT:

FORT BAKER RETREAT GROUP LLC,
a California limited liability company

FORT BAKER RETREAT GROUP LLC,
a California limited liability company

By: FBRG Manager, LLC,
a California limited liability company,
Its: Manager

By: D. Thomson Sargent
D. Thomson Sargent
Its: President

Date: 10/20/09

GOLDEN GATE NATIONAL RECREATION AREA
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EXHIBIT R

Service District Charge Rate Schedule

[Attached]

*****GOLDEN GATE NATIONAL RECREATION AREA***
****PACIFIC WEST REGION - NATIONAL PARK SERVICE ******

**7 of 8
Lease – First Amendment**

Lease Exhibit R (First Amendment) – Computed Monthly SDC Payment Schedule

(b) (4)



Years during the entire Term of the Lease.

(b) (4)



(b) (4)



(b) (4)



EXHIBIT X

Master Lease Year Schedule

[Attached]

*****GOLDEN GATE NATIONAL RECREATION AREA***
****PACIFIC WEST REGION - NATIONAL PARK SERVICE******

**8 of 8
Lease -- First Amendment**

Lease First Amendment - New Exhibit X

Lease Year	Calendar Period	Base Rent	Percentage Rent rate	Participation Rent threshold*
1	Aug 1, 2008 – Dec 31, 2009	\$1 per Section 5.2(a)	One (1) percent	\$40 million
2	Jan 1, 2010 – Dec 31, 2010	“	“	“
3	Jan 1, 2011 – Dec 31, 2011	“	“	“
4	Jan 1, 2012 – Dec 31, 2012	“	One point one four (1.14)	“
5	Jan 1, 2013 – Dec 31, 2013	“	“	“
6	Jan 1, 2014 – Dec 31, 2014	“	“	“
7	Jan 1, 2015 – Dec 31, 2015	“	“	“
8	Jan 1, 2016 – Dec 31, 2016	“	One (1) percent	“
9	Jan 1, 2017 – Dec 31, 2017	“	“	“
10	Jan 1, 2018 – Dec 31, 2018	“	“	“
11	Jan 1, 2019 – Dec 31, 2019	Adjusted per 5.2(b)	Two (2) percent	\$42 million
12	Jan 1, 2020 – Dec 31, 2020	= Lease Year 11	“	= Lease Year 11 plus CPI adjust
13	Jan 1, 2021 – Dec 31, 2021	= Lease Year 11	“	= Lease Year 12 plus CPI adjust
14	Jan 1, 2022 – Dec 31, 2022	= Lease Year 11	“	= Lease Year 13 plus CPI adjust
15	Jan 1, 2023 – Dec 31, 2023	= Lease Year 11	“	= Lease Year 14 plus CPI adjust
16	Jan 1, 2024 – Dec 31, 2024	Adjusted per 5.2(b)	Three (3) percent	= Lease Year 15 plus CPI adjust
17	Jan 1, 2025 – Dec 31, 2025	= Lease Year 16	“	= Lease Year 16 plus CPI adjust
18	Jan 1, 2026 – Dec 31, 2026	= Lease Year 16	“	= Lease Year 17 plus CPI adjust
19	Jan 1, 2027 – Dec 31, 2027	= Lease Year 16	“	= Lease Year 18 plus CPI adjust
20	Jan 1, 2028 – Dec 31, 2028	= Lease Year 16	“	= Lease Year 19 plus CPI adjust
21	Jan 1, 2029 – Dec 31, 2029	Adjusted per 5.2(b)	Four (4) percent	= Lease Year 20 plus CPI adjust
22	Jan 1, 2030 – Dec 31, 2030	= Lease Year 21	“	= Lease Year 21 plus CPI adjust
23	Jan 1, 2031 – Dec 31, 2031	= Lease Year 21	“	= Lease Year 22 plus CPI adjust
24	Jan 1, 2032 – Dec 31, 2032	= Lease Year 21	“	= Lease Year 23 plus CPI adjust
25	Jan 1, 2033 – Dec 31, 2033	= Lease Year 21	“	= Lease Year 24 plus CPI adjust
26	Jan 1, 2034 – Dec 31, 2034	Adjusted per 5.2(b)	Five (5) percent	= Lease Year 25 plus CPI adjust
27	Jan 1, 2035 – Dec 31, 2035	= Lease Year 26	“	= Lease Year 26 plus CPI adjust

28	Jan 1, 2036 – Dec 31, 2036	= Lease Year 26	“	= Lease Year 27 plus CPI adjust
29	Jan 1, 2037 – Dec 31, 2037	= Lease Year 26	“	= Lease Year 28 plus CPI adjust
30	Jan 1, 2038 – Dec 31, 2038	= Lease Year 26	“	= Lease Year 29 plus CPI adjust
31	Jan 1, 2039 – Dec 31, 2039	Adjusted per 5.2(b)	“	= Lease Year 30 plus CPI adjust
32	Jan 1, 2040 – Dec 31, 2040	= Lease Year 31	“	= Lease Year 31 plus CPI adjust
33	Jan 1, 2041 – Dec 31, 2041	= Lease Year 31	“	= Lease Year 32 plus CPI adjust
34	Jan 1, 2042 – Dec 31, 2042	= Lease Year 31	“	= Lease Year 33 plus CPI adjust
35	Jan 1, 2043 – Dec 31, 2043	= Lease Year 31	“	= Lease Year 34 plus CPI adjust
36	Jan 1, 2044 – Dec 31, 2044	Adjusted per 5.2(b)	“	= Lease Year 35 plus CPI adjust
37	Jan 1, 2045 – Dec 31, 2045	= Lease Year 36	“	= Lease Year 36 plus CPI adjust
38	Jan 1, 2046 – Dec 31, 2046	= Lease Year 36	“	= Lease Year 37 plus CPI adjust
39	Jan 1, 2047 – Dec 31, 2047	= Lease Year 36	“	= Lease Year 38 plus CPI adjust
40	Jan 1, 2048 – Dec 31, 2048	= Lease Year 36	“	= Lease Year 39 plus CPI adjust
41	Jan 1, 2049 – Dec 31, 2049	Adjusted per 5.2(b)	“	= Lease Year 40 plus CPI adjust
42	Jan 1, 2050 – Dec 31, 2050	= Lease Year 41	“	= Lease Year 41 plus CPI adjust
43	Jan 1, 2051 – Dec 31, 2051	= Lease Year 41	“	= Lease Year 42 plus CPI adjust
44	Jan 1, 2052 – Dec 31, 2052	= Lease Year 41	“	= Lease Year 43 plus CPI adjust
45	Jan 1, 2053 – Dec 31, 2053	= Lease Year 41	“	= Lease Year 44 plus CPI adjust
46	Jan 1, 2054 – Dec 31, 2054	Adjusted per 5.2(b)	“	= Lease Year 45 plus CPI adjust
47	Jan 1, 2055 – Dec 31, 2055	= Lease Year 46	“	= Lease Year 46 plus CPI adjust
48	Jan 1, 2056 – Dec 31, 2056	= Lease Year 46	“	= Lease Year 47 plus CPI adjust
49	Jan 1, 2057 – Dec 31, 2057	= Lease Year 46	“	= Lease Year 48 plus CPI adjust
50	Jan 1, 2058 – Dec 31, 2058	= Lease Year 46	“	= Lease Year 49 plus CPI adjust
51	Jan 1, 2059 – Dec 31, 2059	Adjusted per 5.2(b)	“	= Lease Year 50 plus CPI adjust
52	Jan 1, 2060 – Dec 31, 2060	= Lease Year 51	“	= Lease Year 51 plus CPI adjust
53	Jan 1, 2061 – Dec 31, 2061	= Lease Year 51	“	= Lease Year 52 plus CPI adjust
54	Jan 1, 2062 – Dec 31, 2062	= Lease Year 51	“	= Lease Year 53 plus CPI adjust
55	Jan 1, 2063 – Dec 31, 2063	= Lease Year 51	“	= Lease Year 54 plus CPI adjust
56	Jan 1, 2064 – Dec 31, 2064	Adjusted per 5.2(b)	“	= Lease Year 55 plus CPI adjust
57	Jan 1, 2065 – Dec 31, 2065	= Lease Year 56	“	= Lease Year 56 plus CPI adjust
58	Jan 1, 2066 – Dec 7, 2066	= Lease Year 56	“	= Lease Year 57 plus CPI adjust
	---- Term ends Dec 7, 2066 ----			*Note: assumes no added Guest Lodging Units

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DEPARTMENT OF THE INTERIOR
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FORT BAKER
at
GOLDEN GATE NATIONAL RECREATION AREA

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DATED December 7, 2006

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LEASE

THIS LEASE ("Lease") is made and entered into and effective as of December 7, 200⁶ ("Effective Date"), by and between the United States Department of the Interior, acting through the National Park Service, an agency of the United States of America, Golden Gate National Recreation Area, a unit of the National Park Service, acting through the Regional Director, hereinafter, together with his or her successor or successors in office and his, her, or their duly appointed representatives (collectively, "Landlord" or sometimes "NPS") and Fort Baker Retreat Group LLC, a California limited liability company ("Tenant").

RECITALS

This Lease is entered into upon the following facts, understandings and intentions of Landlord and Tenant, sometimes collectively referred to herein as the "Parties," and individually as a "Party":

- A. Golden Gate National Recreation Area ("GGNRA") is administered by the Secretary of the Department of the Interior through the National Park Service pursuant to the National Park Service Organic Act, 16 U.S.C. Section 1 et seq., and the Golden Gate National Recreation Area Authorization Act, 16 U.S.C. Section 460bb et seq.
- B. Congress designated GGNRA as a unit of the national park system.
- C. On June 9, 2000 NPS issued the Record of Decision (defined below) for the FEIS (defined below) for the Fort Baker Plan (defined below) pursuant to the National Environmental Policy Act, 42 U.S.C. Sections 4321-4370d ("NEPA").
- D. On August 1, 2002, Fort Baker (defined below) was transferred from the jurisdiction of the United States Department of the Army ("Army") to the United States Department of the Interior for inclusion in GGNRA.
- E. Fort Baker includes an Historic District listed on the National Register of Historic Places pursuant to the National Historic Preservation Act of 1966, as amended, 16 U.S.C. Sections 470 et seq. ("NHPA").
- F. Section 151 of Title I, General Provisions, Department of the Interior, Public Law 105-277, 112 Stat. 2681-268 (October 21, 1998); Section 121 of Appendix C of Public Law 106-113, 113 Stat. 1501A-159 (November 29, 1999); Section 115 of Title I, General Provisions, Department of the Interior, Public Law 106-291, 114 Stat. 922, 943 (October 11, 2000); Section 131 of Title I, General Provisions, Department of the Interior, Public Law 109-54, 119 Stat. 499 (August 2, 2005); 16 U.S.C. Section 1a-2(k) and 36 Code of Federal Regulations ("CFR") Part 18 collectively authorize the Secretary of the Department of the Interior to negotiate and enter

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**** PACIFIC WEST REGION - NATIONAL PARK SERVICE ****

into agreements and leases for all or part of Fort Baker and to collect certain fees from overnight lodgers at Fort Baker for certain services (as described in Section 5.5 below).

G. Fort Baker has been determined suitable for leasing under 36 CFR Part 18.

H. Based on Tenant's response to the RFQ (defined below) and the RFP (defined below), Landlord entered into an ENA (defined below) with Tenant to negotiate the terms of the Lease Disposition and Development Agreement (defined below) and this Lease. It is because of the qualifications and identity of the Tenant and its development team comprised of Architectural Resources Group, Leddy Maytum Stacy Architects, Office of Cheryl Barton, Murphy Burr Curry, Flack & Kurtz, Brayton + Hughes Design Studios, and URS Corp. (the "Development Team"), and satisfaction of the terms and conditions of the Lease Disposition and Development Agreement for the Rehabilitation (as defined below), development and operation of the project that Landlord is entering into this Lease with Tenant. The Development Team may be changed with the prior written consent of Landlord.

I. Landlord has determined that the use and occupancy of Fort Baker for the use contemplated in this Lease is consistent with the purposes established by law for GGNRA, the General Management Plan (defined below), the Fort Baker Plan (defined below), the FEIS (defined below), and the purposes of the Golden Gate National Recreation Area Authorization Act, and is compatible with the public interest.

J. Landlord has determined that this Lease will not result in degradation of the purposes and values of GGNRA, will not deprive GGNRA of property necessary for appropriate park protection, interpretation, visitor enjoyment, or administration of GGNRA, and the Lease will insure the preservation of historic property located within GGNRA.

K. Tenant desires to lease a portion of Fort Baker (the "Premises," as defined below) for the purposes of renovating, Rehabilitating, constructing, developing, managing and operating the Premises as a Retreat and Conference Center in accordance with all Applicable Laws and Requirements (as defined below) and all applicable covenants, conditions, restrictions, and limitations.

L. Landlord has retained certain space (referred to herein as the "Retained Space," as defined in Section 1.127 below) in the Initial Phase of the Phased Improvements, which space may be relocated in accordance with this Lease.

M. Landlord has agreed to enter into this Lease with Tenant and to lease the Premises to Tenant subject to the terms and conditions of this Lease, (1) in reliance on Tenant's representations that (a) it, together with the Development Team, shall secure leasehold financing to, and shall, perform the renovation, Rehabilitation, demolition, construction, and development of Fort Baker to facilitate its use as a retreat and conference center, and (b) Tenant shall manage and operate the same in a first-class manner in accordance with all Applicable Laws and

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Requirements and all applicable covenants, conditions, restrictions and limitations; and (2) in further reliance upon Tenant's unique ability, skills and expertise so to renovate, Rehabilitate, develop, manage and operate the Premises. The Parties anticipate that Tenant will enter into a Sublease to accommodate or take advantage of Historic Tax Credits in connection with the development of the Initial Phase of the Phased Improvements (as defined below).

N. Tenant has agreed to operate the Premises in accordance with the following principles to the extent it is reasonably feasible (both economically and programmatically) in a hospitality and national park setting: (1) to create an inspirational environment that attracts conferences and meetings of local, regional, national and international organizations in addition to conventional executive conferences; (2) to provide public access through rate structures, access to public spaces for non-conference users, education, training and employment through Fort Baker operations; (3) to promote environmentally sustainable building, infrastructures, landscape design, programming and operational practices based on life-cycle economics, including transportation to and within the site; (4) to preserve, honor and exhibit Fort Baker's diverse tapestry of natural and cultural resources as part of the development, operation and educational programs of the Retreat and Conference Center; (5) to broaden opportunities for public access and engagement in a national park experience, including providing Park information to Retreat and Conference Center patrons and guests and creation of opportunities for Park interpretive programs; (6) to provide opportunities for non-guest visitors to access certain public spaces within the Retreat and Conference Center; (7) to ensure that Retreat and Conference Center site-based employees and contractors be familiar with GGNRA and more specifically, Fort Baker and its park setting; (8) to ensure that guest experience at the Retreat and Conference Center provides opportunities to learn about ecologically sensitive operating principles and practices, particularly those associated with Rehabilitation of the buildings and with the hospitality and lodging industries; and (9) to employ hiring and recruiting practices that foster workforce diversity, and opportunities for workforce education.

O. To facilitate the development, operation, financing and the Preservation, Restoration, and Rehabilitation of the Retreat and Conference Center, Landlord and Tenant have agreed to a phased leasing and capital improvement plan and related milestones for the Phased Improvements (as defined below) which are set forth in the Lease Disposition and Development Agreement. The Parties intend that in accordance with the phasing plan, Tenant will initially lease pursuant to this Lease the Premises shown on Exhibit B attached hereto, which excludes Buildings 533 and 636 and the Retained Space. Upon satisfaction of conditions precedent for subsequent phases of the phasing plan pertaining to Buildings 533 and 636, the leased premises pursuant to this Lease will be expanded to include Buildings 533 and 636 as described in Section 1.108 below. Other phases may include construction of new buildings within the initial leased premises, as contemplated by the RFP. The Lease Disposition and Development Agreement will remain in place through completion of the phased capital improvement program.

P. Landlord has agreed to lease the Premises to Tenant on the terms, agreements, covenants, conditions and provisions set forth in this Lease for the purposes provided in this Lease.

Q. This Lease is entered into under the authority of, and subject to, 16 U.S.C. 1a-2(k) and 36 CFR Part 18.

NOW THEREFORE, in consideration of the foregoing, the rents to be paid under this Lease and all of the terms, agreements, covenants, conditions and provisions contained in this Lease, the Parties hereby agree as follows (each provision of the foregoing Recitals is an integral part of this Lease and is incorporated as a part of this Lease as though fully set forth below):

1. DEFINITIONS

As used in this Lease, the following terms shall have the following meanings applicable, as appropriate, to both the singular and plural forms of the defined terms:

1.1 "Additional Rent" is as defined in Section 5.1 of this Lease.

1.2 "Adjusted Gross Revenues" means shall mean Gross Revenues less contributions by Tenant (pre-approved in writing by Landlord) to nonprofit cooperators for preservation, maintenance, restoration, improvement, or repair and related expenses furthering the programs and mission of NPS at Fort Baker.

1.3 "Affected Property" is as defined in Section 22.4 of this Lease.

1.4 "Affiliate(s)" means, all entities or persons controlled by or under common control, through one or more entities, with Tenant.

1.5 "Agency" means any federal, state, or local agency, department, commission, board, bureau, office or other governmental authority having jurisdiction.

1.6 "Agents" means directors, officers, partners, members, employees, contractors, consultants, or agents of a Party.

1.7 "Alterations" means any improvements and/or alterations (including demolition) of or to the Premises or any portion thereof made by or on behalf of Tenant, any Affiliate, or Occupants, after completion of Phased Improvements applicable to the area of the Alterations. "Alterations" does not include the construction of new buildings or structures.

1.8 "Alterations Cost" means the costs associated with the design and construction of the Alterations, including, without limitation, the cost of all labor, materials, and fixtures (but not Trade Fixtures) supplied by the contractor and subcontractors; taxes, permits, licenses, fees (including Design and Construction Monitoring Payments), charges and levies imposed by

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governmental authorities; fees paid to engineers, architects, interior designers, and space planners to prepare plans, specifications and drawings for the work; the reasonable cost of on-site inspection, administration and supervision of the design and construction process, financing, and insurance; and recording and filing fees required by the construction.

1.9 "Annual Report" means a report that includes but is not limited to (a) audited financial statements certified by a certified public accountant that is independent of Tenant and Affiliates, prepared on an annualized basis showing Gross Revenues and the Rent Roll for the preceding Lease Year for purposes of calculating Percentage Rent and Participation Rent, in addition to accounting for all other payments made to Landlord, such as Base Rent below, the Service District Charge, participation in refinancing proceeds, NPS Utility and Transportation Fee pass-through and accrued funds in the NPS Capital Improvement Fund; (b) a statement by Tenant that the use of the Premises by Tenant's Affiliates, Agents, employees, guests, visitors, invitees, Occupants and other persons or entities under the control of Tenant during the Term is consistent with this Lease, (c) a statement describing any material change in the status of Phased Improvements as of the end of such Lease Year, (d) analysis of the principal components and effectiveness of the Marketing Plan, including marketing materials and brochures; (e) comprehensive list of current rates and tariffs, trends in rates and tariffs, and occupancy rates; (f) statement and analysis of implementation and effectiveness of the TMP and TDM and all required mitigation measures in the FEIS; (g) report of fire safety, physical security, occupational health, and related matters; (h) statement of contractor diversity and workforce diversity, advancement, training, and educational opportunities, in addition to a report on training employees about issues pertaining to operating in the Park; (i) report on all Maintenance activities, including but not limited to Building Maintenance, the Preservation Plan, Preservation Maintenance, Alterations, and Improvements; (j) report on total rooms rented at the Federal Per Diem Rate; (k) performance of the ESM, including reporting on energy usage data and other programs listed on Exhibit K; (l) report on demonstration projects, public access, and community relations; (m) report on type of business activities, specifically providing data on the proportion of overnight conference activities, non-conference overnight visitors, non-lodging conference activities, and other events; (n) a statement describing material changes (including without limitation deposits and use during the reporting period and the balance at end of the reporting period) of the FF&E Reserve; and (o) a statement describing material changes (including without limitation deposits and use during the reporting period and the balance at end of the reporting period) of the NPS Capital Improvement Fund, together with projections over the subsequent three (3) Lease Year period, which identify all proposed Tenant use of the NPS Capital Improvement Fund pursuant to Section 5.9(b) below.

1.10 "Applicable Laws and Requirements" mean all present and future statutes, regulations, rules, guidelines, ordinances, codes, orders, and the like, and all amendments thereto (collectively, "Laws"), of any Agency to the extent of its jurisdiction relating to or affecting this Lease, the design and construction of the Phased Improvements and/or Alterations and/or the management, use and operation of the Premises by Tenant, Affiliates, Agents, employees, guests, visitors, invitees, Occupants or other persons or entities, including, but not limited to:

a. Those Laws pertaining to GGNRA, including but not limited to 16 U.S.C. Section 1 et seq., 16 U.S.C. Section 460bb et seq., and 36 CFR Chapter I;

b. Those Laws pertaining to reporting, licensing, permitting, investigation, remediation or abatement of emissions, discharges, or releases (or threatened emissions, discharges or releases) of Hazardous Materials in or into the air, surface water, groundwater or land, or relating to the manufacture, processing, distribution, use, generation, treatment, storage, disposal, transport or handling of Hazardous Materials;

c. Those Laws pertaining to the protection of the environment and/or the health or safety of employees or the public;

d. Those Laws pertaining to the protection or restoration of natural or cultural resources, including, without limitation the NHPA and the Secretary of the Interior's Standards, and that certain Memorandum of Agreement between the National Park Service and the California State Historic Preservation Office Regarding the Fort Baker Plan, Golden Gate National Recreation Area Submitted to the Advisory Council on Historic Preservation Pursuant to 36 CFR Part 800;

e. Those Laws pertaining to leasing, historic leasing, historic preservation tax certification, and the treatment of historic properties, including, but not limited to, 36 CFR Parts 18, 67, 68 and 800, and the Secretary of the Interior's Standards;

f. Those Laws pertaining to construction requirements listed in the GGNRA Project Handbook (defined below);

g. Those Laws pertaining to taxes, assessments, rates, charges, fees, municipal liens, levies, excises or imposts;

h. All licenses and permits issued by, and consistency and other determinations and approvals made by, governmental agencies pertaining to Fort Baker;

i. The General Management Plan, Record of Decision, FEIS, Fort Baker Plan, and the Army Transfer MOA (including any Hazardous Materials plan (such as the Petroleum Sites Management Plan (Section 6.3)) referenced therein);

j. All applicable mitigation measures (including the FEIS mitigation measures, potential mitigation measures from NHPA compliance, and if applicable, future NEPA review);

k. All plans required to be prepared by Tenant pursuant to Applicable Laws and Requirements, the FEIS, the Lease Disposition and Development Agreement or this Lease approved by Landlord, including, without limitation, the TMP, TDM, SWPPP, and ESM; and

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1. All consistency determinations made by BCDC, which pertain to the Project.

1.11 "Approved Alterations Budget" has the meaning given in Section 15.1(a)(ii) below.

1.12 "Army" is as defined in Recital D above and as defined in the Army Transfer MOA.

1.13 "Army Retained Conditions" shall have the meaning ascribed to it in the Army Transfer MOA, including, without limitation, as described in Sections 3 and 4.2.3 of the Army Transfer MOA.

1.14 "Army Transfer MOA" means that certain memorandum entitled, "Memorandum of Agreement between the United States Department of the Army and United States Department of the Interior the National Park Service Concerning the Interagency Transfer of Base Closure Property at East Fort Baker, Marin County, California," dated July 2002, attached hereto as Exhibit P, as amended, revised or superseded.

1.15 "Assignment" has the meaning given in Section 28.1(a)(i).

1.16 "Assignment for Security" has the meaning given in Section 28.1(a).

1.17 "Base Rent" is as defined in Section 5.2 of this Lease.

1.18 "BCDC" means the San Francisco Bay Conservation and Development Commission or its successor.

1.19 "Building 533" means the building designated as Building 533 on Exhibit B attached hereto.

1.20 "Building 636" means the building designated as Building 636 on Exhibit B attached hereto.

1.21 "Building Maintenance" means maintenance of the Premises, including but not limited to, the Fixtures and the Trade Fixtures, in such manner as to keep the Premises, including, but not limited to, the Fixtures and the Trade Fixtures, in good, safe, and sanitary order, condition, and repair (permitting reasonable wear and tear) in compliance with Applicable Laws and Requirements.

1.22 "Certificate of Occupancy" means a document issued by Landlord that confirms that Landlord's requirements for full occupancy and use of the Phased Improvements or Alterations, as applicable, have been completed.

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1.23 "CHAMP/IPM Plan" is as defined in Section 11.2 of this Lease.

1.24 "Commencement Date" is as defined in Section 4.1 of this Lease.

1.25 "Commercially Reasonable Insurance Rates" means with respect to insurance coverage, that such coverage is commercially available from companies admitted or approved to do business in the state of California, with a financial rating of at least A-VIII, as rated by the A.M. Best Key Rating Guide, at rates and on terms such that it is/would be purchased by similarly situated owners or operators of similar hotel properties that are historic properties listed on the National Register of Historic Places in the San Francisco Bay Area of California.

1.26 "Conditional Certificate of Occupancy" means a Certificate of Occupancy issued by Landlord with conditions for final completion and allowing for partial occupation or partial use of the Phased Improvements or Alterations, as applicable.

1.27 "Construction Contracts" is as defined in Section 23.1(c) of this Lease.

1.28 "Construction Documents" means schematic design and review documents, design development review drawings and construction documents and permit drawings as described in the GGNRA Project Handbook and any other documents upon which Tenant and its contractors shall rely in building the Phased Improvements or Alterations other than Minor Alterations, as applicable. The Construction Documents shall include, as applicable, (without limitation) final architectural drawings, landscaping plans and specifications, final elevations, building plans and specifications (also commonly known as "working drawings").

1.29 "Controlling Interest" means: (a) in the case of a corporate entity, an interest, beneficial or otherwise, of sufficient outstanding voting securities or capital (or, if applicable, the like applicable to a nonprofit corporation) of the Tenant, Hospitality Management Company, permitted assignee under Article 28 below, or Occupant so as to permit exercise of managerial authority over the actions and operations of the Tenant, Hospitality Management Company, permitted assignee, or Occupant, of a majority of the Board of Directors of Tenant, Hospitality Management Company, permitted assignee or Occupant; and (b) in the instance of a partnership, limited partnership, joint venture, limited liability company, or individual entrepreneurship, beneficial ownership of the capital assets of Tenant, Hospitality Management Company, permitted assignee or Occupant so as to permit exercise of managerial authority over the actions and operations of Tenant, Hospitality Management Company, permitted assignee or Occupant.

1.30 "CPI" means the Consumer Price Index – All Items for the San Francisco-Oakland-San Jose Area, All Urban Consumers, published by the Bureau of Labor Statistics of the United States Department of Labor (Base Year 1982-84=100), or such successor index as may be established to provide a measure of the current purchasing power of the dollar in the San Francisco Bay area.

1.31 "DAB" means the NPS Development Advisory Board.

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1.32 "Design and Construction Monitoring Payments" mean nonrefundable payments to Landlord for the recovery of Landlord's costs incurred pursuant to (a) the Lease Disposition and Development Agreement in connection with the Phased Improvements; and (b) this Lease in connection with Alterations (other than Minor Alterations), including inspections, review and approval of Financing Plans; Construction Documents; construction monitoring, and other costs as described in the GGNRA Project Handbook.

1.33 "Development Team" has the meaning given in Recital H above.

1.34 "ESM" means that certain "Energy System and Utility Management Program," dated October 27, 2006, as amended.

1.35 "ENA" means that certain Exclusive Negotiation Agreement by and between Landlord and Tenant dated as of June 14, 2002, as amended.

1.36 "Environmental Damages" means all claims, demands, damages, injuries, losses, penalties, fines, costs (including reasonable consultant fees and expert fees), liabilities, causes of action, judgments, expenses and the like, of any nature whatsoever and by whomever made, incurred at any time after Landlord leases and lets the Premises to Tenant that relate to the presence or release of any Hazardous Materials in, under or into the air, buildings, paved surfaces, sanitary sewers, stormwater drainage systems, surface water, groundwater, or land at, on, about, under or within the Premises and to the extent that they arise directly or indirectly from or in connection with the use of Premises by Tenant, Affiliates, Agents, employees, guests, visitors, invitees, Occupants and other persons or entities under the control of Tenant during the Term.

1.37 "Event of Default" is as defined in Section 31.1 of this Lease.

1.38 "Excluded Contractor" means any person or entity debarred, suspended, proposed for debarment or suspension, or declared ineligible by any agency or instrumentality of the United States or by the General Accounting Office or otherwise excluded from procurement or nonprocurement programs of the United States or any agency or instrumentality thereof, and (a) included on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs maintained by the United States General Services Administration, or successor compilation of similar information; or (b) which Landlord has advised Tenant within ten (10) days after request from Tenant would be an Excluded Contractor but which is not on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

1.39 "Expiration Date" is as defined in Section 4.1 of this Lease.

1.40 "Fair Market Value Rent" means the most probable rent, as of a specific date, in cash or in terms equivalent to cash, for which the property to be leased, under the terms and conditions of the Lease, should rent for its highest and best permitted use after reasonable exposure in a competitive market under all conditions requisite to a fair leasing opportunity, with

the Landlord and the Tenant each acting prudently, knowledgeably, and for self interest, and assuming that neither is under undue duress. Fair Market Value Rent shall be confirmed for the Initial Phase of the Phased Improvements and reconfirmed for subsequent phases in accordance with Section 2.2(d) of the Lease Disposition and Development Agreement.

1.41 "Federal Per Diem Rate" means the federal per diem rate published by GSA, as updated annually, including the conference lodging allowance for the applicable geographic area pursuant to 41 CFR Chapter 301, as amended. (Note: GSA establishes Federal Per Diem Rates for the federal fiscal year (October 1 through September 30. Therefore, the Federal Per Diem Rate may change within a Lease Year.)

1.42 "Federal Per Diem Rate (Marin County)" means the Federal Per Diem Rate applicable to the County of Marin, California, as amended.

1.43 "Federal Per Diem Rate (San Francisco)" means the Federal Per Diem Rate applicable to the City and County of San Francisco, California, as amended.

1.44 "FEIS" means that certain environmental impact statement entitled "Fort Baker Plan Final Environmental Impact Statement," dated October 1999.

1.45 "FF&E" means the furniture, furnishings, Fixtures, Trade Fixtures, and equipment located on or used in connection with the operation of the Premises.

1.46 "FF&E Reserve" means the reserve fund maintained in a segregated bank account by Tenant pursuant to Section 5.9(a)(i) below.

1.47 "Financing Plan" is as defined in Section 15.1 of this Lease.

1.48 "First Foreclosure Sale" is as defined in Section 27.15(c) below.

1.49 "Fixtures" means all fixtures, equipment, and machinery permanently attached to and forming a part of the Premises or the Retained Space, required or necessary for use and occupancy of the Premises or the Retained Space, as applicable, and including all parts of the operating systems of the Premises or the Retained Space, as applicable, such as heating, air conditioning, sprinkler, alarm, water, waste, and electrical, provided that the term "Fixtures" shall not include Trade Fixtures.

1.50 "Force Majeure" means reasons or causes reasonably beyond Tenant's control (excluding Tenant's financial inability), such as acts of nature or of public enemies, war, invasion, insurrection, rebellion, earthquake, riots, fires, floods, epidemics, quarantine restrictions, strikes, lockouts, freight embargoes, and unusually severe weather delays, or any similar cause.

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1.51 "Fort Baker" means that certain area generally referred to as either East Fort Baker, or Fort Baker, in the Fort Baker Plan and other federal documentation and shown within the "Planning Area Boundary" depicted on Exhibit A attached hereto.

1.52 "Fort Baker Institute" is as defined in Section 10.7(a) below.

1.53 "Fort Baker Institute Programs" is as defined in Section 10.7(a) below.

1.54 "Fort Baker Plan" means that certain Amendment to the 1980 Golden Gate National Recreation Area General Management Plan, dated September 1998, as amended.

1.55 "General Management Plan" means that certain 1980 Golden Gate National Recreation Area General Management Plan, as amended, revised, or superseded, and adopted by NPS.

1.56 "GGNRA" is as defined in Recital A above.

1.57 "GGNRA Project Handbook" means that certain Golden Gate Project Handbook, Park Partner Rehabilitation and New Construction Projects, as amended, revised, or superseded, and adopted by NPS. If a provision of the GGNRA Project Handbook conflicts with a provision of this Lease, the Lease provision shall control.

1.58 "Gross Revenues" means all revenue, income and receipts from retreat and conference center operations, including Guest Lodging Unit rental revenue, meeting room revenue, food revenue, beverage revenue, telephone revenue, parking revenue, retail sales revenue, spa/healing arts center revenue, recreational facility revenue, program revenue (net of reasonable and customary fees paid to third-party program providers), sublease revenue (including rental revenue), miscellaneous revenue and other revenue, income and receipts of every kind that accrue or are accounted for on an accrual basis in conformity with the Uniform System of Accounts for the Lodging Industry. Each credit or installment transaction shall be treated as revenue for the full price in the month during which such credit or installment transaction is made, regardless of whether or when Tenant receives actual payment therefor. Gross Revenues shall not include, or if included there shall be deducted (but only to the extent the same have been included as Gross Revenues):

a. transaction privilege, sales, use, excise and gross receipts taxes on any of the foregoing transactions and NPS Utility and Transportation Fees, which are paid by Tenant as "pass-throughs" to the taxing authorities, or with respect to the NPS Utility and Transportation Fee, to Landlord;

b. Service District Charges, which are paid by Tenant to Landlord pursuant to Section 5.6 below;

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c. service charges, interest and collection expenses received or receivable for credit transactions, as well as other charges or fees paid by Tenant to credit card companies, banks and similar organizations resulting from the use of credit or debit cards by guests, patrons or customers;

d. bad debts and chargebacks, to the extent previously included as Gross Revenues;

e. except Section 1.58(j) below, gross receipts of Tenant's subtenants or concessionaires (but all rents or fees payable to Tenant by its subtenants and concessionaires shall be included as Gross Revenues);

f. gratuities to retreat and conference center employees, including, without limitation, gratuities or service charges added to a customer's bill or statement in lieu of gratuities or tips which the Hospitality Management Company and/or Tenant is obligated to turn over to an employee as compensation;

g. insurance proceeds (except any insurance proceeds received in reimbursement for lost revenues);

h. Net Refinancing Proceeds from refinancing events;

i. Tenant's proceeds from a Transfer other than proceeds from subletting pursuant to Section 27.14 below;

j. rents and fees paid to Tenant pursuant to a Sublease(s) created for Historic Tax Credits, except that an amount equal to the gross receipts of such subtenant (which are calculated in the same manner as "Gross Revenues" are calculated for the Tenant under this Section 1.58) shall be included in Gross Revenues;

k. receipts from condemnation; and

l. all sums and credits received in settlement of claims or loss or damage of merchandise, or otherwise against third parties arising out of or during the course of operation of the retreat and conference center.

1.59 "Gross Revenue Threshold" is as defined in Section 5.3(a) below.

1.60 "GSA" means the United States General Services Administration.

1.61 "Guest Lodging Unit" means a unit for lodging guests of the Retreat and Conference Center, which has one (1) point of entry and one (1) key, even though such unit may have more than one (1) room.

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1.62 "Hazardous Materials" means any material or other substance (including storage tanks and Preexisting Hazardous Materials):

- a. The presence of which is governed by any Applicable Laws and Requirements as being hazardous or harmful to human health or the environment;
- b. That is or becomes defined as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "hazardous substance," "pollutant," "contaminant," "toxic contaminant" under any Applicable Laws and Requirements;
- c. That is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous or is or becomes regulated by any Agency under any Applicable Laws and Requirements;
- d. The presence of which poses or threatens to pose a hazard to the environment or to the health or safety of persons
- e. That contains, without limitation of the foregoing, gasoline, diesel fuel or other petroleum hydrocarbons or volatile organic compounds;
- f. That contains, without limitation of the foregoing, polychlorinated biphenyls (PCBs), asbestos, asbestos-containing materials, lead-based paints, urea formaldehyde foam insulation; pesticides; or
- g. That contains or consists of, without limitation of the foregoing, radon gas.

1.63 "Historic District" means that portion of Fort Baker listed as an Historic District on the National Register of Historic Places pursuant to NHPA.

1.64 "Historic Preservation Certification Requirements" means those requirements set forth in 36 CFR Part 67.

1.65 "Historic Structures" means the existing buildings and related improvements described and delineated on Exhibit D attached hereto, as amended, to be retained, renovated and Rehabilitated in accordance with the Historic Preservation Certification Requirements and the Secretary of the Interior's Standards.

1.66 "Historic Tax Credit" shall mean the federal historic rehabilitation tax credit available pursuant to Section 47 of the Internal Revenue Code of 1986, as amended.

1.67 "Historical Valuation Coverage" means the cost to repair or replace damaged components and/or materials of the Premises, using like materials and workmanship, giving consideration to duplicating the original texture, color, appearance and function, and as much as possible restoring the damaged property to the condition existing immediately prior to the loss

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consistent with the Historic Preservation Certification Requirements and the Secretary of the Interior's Standards.

1.68 "Hospitality Management Agreement" means a hospitality management agreement for the operations and management of the Retreat and Conference Center by a reputable hospitality management company, approved by Landlord pursuant to the Lease Disposition and Development Agreement or pursuant to Section 27.5 below, including all conditions, exhibits, modifications, amendments, and extensions thereof with Landlord's prior written consent. As of the Commencement Date, "Hospitality Management Agreement" means that certain Hotel Management Agreement by and between Teriant and Hospitality Management Company, dated August 31, 2006 prior to Lease execution] approved by Landlord pursuant to the Lease Disposition and Development Agreement, including all conditions and exhibits thereof.

1.69 "Hospitality Management Company" means Passport-Ft. Baker Management LLC, a California limited liability company, as manager under the Hospitality Management Agreement, or its successors or assigns approved by Landlord pursuant to Section 27.5 below.

1.70 "Impositions" are all taxes, assessments, rates, charges, license fees, municipal liens, levies, excises or imposts, whether general or special, or ordinary or extraordinary, of every name, nature and kind whatsoever, if any, lawfully imposed by any Agency, or other authority or entity, that may be levied, assessed, charged or imposed or may be or become a lien or charge upon the Premises or any part thereof; or upon the rent or income of Tenant; or upon the use or occupancy of the Premises; or upon this transaction or any document creating or transferring an estate or interest of Tenant in the Premises; or upon any improvements or Fixtures; or upon the leasehold estate of Tenant; or upon Landlord by reason of its ownership of the fee underlying this Lease but excluding taxes on the revenue or income of Landlord from this Lease. Impositions also include, but are not limited to, the payment of any bonds or charges imposed or required by any Agency, or other authority or entity, by reason of the proposed or actual use, treatment, storage, discharge or disposal of Hazardous Materials on or from the Premises by Tenant, or any Occupant claiming through Tenant.

1.71 "Improvements" mean the Historic Structures, together with all Fixtures, improvements and appurtenances of every kind and description now located or hereafter erected, newly constructed, or placed upon the Premises, including the Phased Improvements, and any and all Alterations, renewals, and replacements thereof, additions thereto and substitutions therefor, including any basement and subgrade areas of the aforesaid Improvements, as any of the same may be reduced or diminished by any condemnation, excluding, however, Trade Fixtures and Tenant's Personal Property.

1.72 "Initial Phase of the Phased Improvements" means the improvements to be renovated, Rehabilitated, demolished, and/or constructed pursuant to the Lease Disposition and Development Agreement and this Lease, including ancillary landscaping, parking, and other

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improvements as approved by Landlord, as generally described in the design and construction permit documents listed in the attached Exhibit J (Initial Phase of the Phased Improvements), including, but not limited to 142 Guest Lodging Units; meeting and assembly space; spa/healing arts center; restaurant/café food services; ancillary support office and program space; staff and employee housing; pursuant to Section 2.2 below, the Retained Space; installation of underground utilities; and site improvements; all as may be modified as reflected in the final Construction Documents for the Initial Phase of the Phased Improvements approved by Landlord pursuant to the Lease Disposition and Development Agreement and constructed in accordance with the Lease Disposition and Development Agreement and this Lease. The Initial Phase of the Phased Improvements described in this Section 1.72 is subject to the cumulative square foot limitations set forth above and contained in the FEIS.

1.73 "Inventory and Condition Report" is a document that sets forth an inventory of certain equipment (e.g., Building 601 kitchen equipment) at the Commencement Date, at the completion of Phased Improvements, periodically during the Term to reflect changes, and at the Expiration Date with the latter inventory showing the condition of the equipment at that time for the purposes of Article 33 of this Lease. The Inventory and Condition Report prepared pursuant to the Lease Disposition and Development Agreement is attached hereto as Exhibit E.

1.74 "Interest Rate" means the percentage of interest charged based on the current value of funds to the United States Treasury as published periodically in the Treasury Financial Manual. If the Treasury Financial Manual is discontinued or revised during the term of this Lease, such other federal publication with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Treasury Financial Manual had not been discontinued.

1.75 "Landlord's Agents" means Landlord's employees, contractors, or agents.

1.76 "Landlord's Share of Proceeds" is as defined in Section 27.15 below.

1.77 "Lead-Based Paint, Asbestos and Hazardous Materials Remediation Plan" means collectively, the following specifications, drawings and plans prepared by Van Brunt & Associates: (a) Technical Specifications for Hazardous Material Remediation, dated September 11, 2006; (b) Hazardous Material Remediation Drawings, dated September 22, 2006; (c) Lead in Soils Work Plan, dated September 11, 2006; and (d) Hazardous Materials and Waste Work Plan, revised October 3, 2006; as approved by Landlord pursuant to the Lease Disposition and Development Agreement, as amended with Landlord's prior written consent.

1.78 "Lease" means this Lease, including all conditions, exhibits, modifications, amendments, and extensions thereof.

1.79 "Lease Disposition and Development Agreement" (sometimes referred to as the "LDDA") means that certain Lease Disposition and Development Agreement by and between Landlord and Fort Baker Retreat Group LLC, a California limited liability company, dated as of

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April 7, 2006, including all conditions, exhibits, modifications, amendments, and extensions thereof.

1.80 "Lease Year" means a calendar year as follows:

a. The first Lease Year shall commence upon the Rent Commencement Date and shall end on December 31 of that calendar year.

b. Each subsequent Lease Year shall be a full calendar year and shall commence on the January 1 following the expiration of the preceding Lease Year, and shall end on the December 31 thereafter, or on the last day of the Term, whichever occurs first.

1.81 "Leasehold Mortgage" is as defined in Section 28.1(b) of this Lease.

1.82 "Leasehold Mortgagee" is as defined in Section 28.1(c) of this Lease.

1.83 "Leasehold Mortgagee Affiliate" means an entity controlled by Leasehold Mortgagee.

1.84 "Lowest Available Rate" is as defined in Section 10.9(b)(iii) of this Lease.

1.85 "Maintenance" means all maintenance activities required to be performed by Tenant pursuant to this Lease, including Building Maintenance, and Preservation Maintenance.

1.86 "Management Plan" means that certain management and operating plan for the Retreat and Conference Center, entitled "Management Plan – Fort Baker – Version 1.0," dated October 30, 2006, approved pursuant to the Lease Disposition and Development Agreement and attached hereto as Exhibit H, including all conditions, exhibits, modifications, amendments, and extensions thereof with Landlord's prior written consent.

1.87 "Marketing Plan" means that certain "Marketing Plan – Fort Baker – Version 1.0," dated November 1, 2006, approved by Landlord pursuant to the Lease Disposition and Development Agreement and attached hereto as Exhibit I, including all conditions, exhibits, modifications, amendments, and extensions thereof with Landlord's prior written consent.

1.88 "Minor Alterations" means each Alteration (or group of Alterations, if occurring substantially at the same time and as part of a single project) of or to the Premises by Tenant made after completion of Phased Improvements applicable to the area of the Alterations, the Alterations Cost of which, as approved by Landlord, does not exceed Two Hundred Fifty Thousand Dollars (\$250,000), stated in 2005 dollars, adjusted at the beginning of each Lease Year based on increases in the CPI during the period between the Commencement Date and the beginning of each such Lease Year; provided that such Alterations are limited to interior decoration (exclusive of historic property elements), repainting, re-carpeting, and installation of

Trade Fixtures and equipment and shall not include Preservation Maintenance or Alterations of historic property.

1.89 "Net Proceeds" shall mean with respect to a Transfer (including a Transfer of Entire Interest) the gross proceeds of such Transfer (other than a Sublease that is not equivalent to a sale) after subtracting a maximum of five percent (5%) of the sum to account for the following deductions: (a) all brokerage commissions; (b) the value of Tenant's trade fixtures conveyed; (c) amounts incurred to repay, and all amounts paid in connection with the repayment of, all Leasehold Mortgages including, without limitation, prepayment penalties and other lender fees and costs; and (d) all other expenses or sums actually paid or incurred by Tenant in connection with such Transfer including reasonable attorneys' fees and costs in connection with such Transfer. Regardless of the total cost of the deductions, no more than five percent (5%) of the gross proceeds of the Transfer shall be deducted to derive the Net Proceeds.

1.90 "Net Refinancing Proceeds" has the meaning given in Section 28.5 below.

1.91 "NHPA" means the National Historic Preservation Act of 1966, 16 U.S.C. Section 470 et seq., and all regulations promulgated thereunder as such statute and regulations may be amended, and any successor act or regulations.

1.92 "Nonprofit Organization" is as described in Section 10.7(b) of this Lease.

1.93 "NPS" means the National Park Service.

1.94 "NPS Capital Improvement Fund" means the reserve fund maintained in a segregated bank account by Tenant pursuant to Section 5.9(b) below.

1.95 "NPS Infrastructure Program" means the NPS program for performing repair and rehabilitation of the following Fort Baker infrastructure systems for potable water, sanitary sewer, drainage, electrical, and natural gas.

1.96 "NPS Utility and Transportation Fee" is as defined in Section 5.5 below.

1.97 "Occupant" shall mean any Subtenant, operator, licensee, franchisee, concessionaire, permittee, or other party entitled to use or occupy the Premises by Sublease, operating agreement, license, franchise agreement, concession agreement, permit, or other agreement, other than Tenant. The term "Occupant" shall not include guests, patrons, and invitees.

1.98 "Parade Ground" means that certain area shown on Exhibit B attached hereto.

1.99 "Park" means the GGNRA.

1.100 "Participation Rent" is as defined in Section 5.4(a) below.

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1.101 "Participation Rent Threshold" is as defined in Section 5.4(a) below.

1.102 "Party" means one of the two parties to this Lease and their respective successors and assigns.

1.103 "Permitted Areas" means those areas of Fort Baker subject to the special use permits to be issued pursuant to the Lease Disposition and Development Agreement, if applicable, for construction of those Phased Improvements that will be off-Premises improvements, and to any other areas of Fort Baker subject to a special use permit(s) issued by Landlord to Tenant. The Permitted Areas shall not be part of the Premises.

1.104 "Percentage Rent" is as defined in Section 5.3(a) below.

1.105 "Personal Property" means all furniture, equipment, appliances, apparatus, inventory, supplies, and all other property placed on the Premises by Tenant, or its Occupants, that neither are permanently attached to nor form a part of the Premises, whether leased or owned by Tenant, or its Occupants, including without limitation, (a) all FF&E exclusive of Fixtures, and (b) all of Tenant's right, title and interest in any of Tenant's intangible and tangible personal property now or hereafter used in connection with the use and operation of the Premises, including, without limitation, the right to use any trade name now used pursuant to the Marketing Plan, all warranties or guarantees received from any contractors, subcontractors, suppliers or materialmen in connection with any construction, repairs or Alterations of the Premises, names, licenses, franchises, permits, guest lists, advertising materials and other similar property and rights relating to the use and operation of the Retreat and Conference Center.

1.106 "Phased Improvements" means the improvements to be Preserved, Restored, Rehabilitated, renovated, demolished, and/or constructed pursuant to the Lease Disposition and Development Agreement and this Lease, including ancillary landscaping, parking, and other improvements as approved by Landlord, including, but not limited to:

- a. lodging units not to exceed 225 units, with dedicated parking spaces, not to exceed 316;
- b. meeting and assembly space, not to exceed 20,000 gross square feet;
- c. spa/healing arts center, not to exceed 20,000 gross square feet;
- d. recreational facilities (gym and exercise room), not to exceed 8,000 gross square feet;
- e. restaurant/food service/preparation/lounge/retail areas, not to exceed 20,000 gross square feet;

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- f. ancillary support office and program space, not to exceed 30,000 gross square feet;
- g. staff and employee housing, not to exceed 10 lodging units;
- h. installation of underground utilities; and
- i. site improvements, including parking and landscaping;

as generally described on Exhibit T attached hereto; all as may be modified as reflected in the final Construction Documents for each phase of Phased Improvements approved by Landlord pursuant to the Lease Disposition and Development Agreement and constructed in accordance with the Lease Disposition and Development Agreement and this Lease. The Phased Improvements are subject to the cumulative square foot limitations set forth above and contained in the FEIS.

1.107 "Preexisting Hazardous Materials" means Hazardous Materials that existed in, on, adjacent to, or under the Premises prior to the Commencement Date, whether such substances were within the definition of Hazardous Materials as used in this Lease as of the Commencement Date or subsequently become included within such definition. The term "Preexisting Hazardous Materials" shall include "Army Retained Conditions." Notwithstanding anything to the contrary in the foregoing, Preexisting Hazardous Materials shall not include asbestos, asbestos-containing materials, lead-based paints, or pesticides.

1.108 "Premises" means certain real property in the areas depicted on Exhibit B attached hereto (as more particularly described on Exhibit B-1 attached hereto), together with the Improvements thereon, which will be renovated, Rehabilitated, and constructed as the Initial Phase of the Phased Improvements (exclusive of the Retained Space). As of the Effective Date of this Lease, the Premises does not include either Building 533 or Building 636 or the Retained Space. It is anticipated that if the conditions precedent for subsequent phases of the Phased Improvements pertaining to Buildings 533 and 636 have been met by the applicable Phased Improvement Milestones (as defined in the Lease Disposition and Development Agreement), the "Premises" will eventually include Building 533 and Building 636 as described in Exhibit F (Schedule of Performance (Pre-Lease Execution or Phased Improvement Milestones)) to the Lease Disposition and Development Agreement (exclusive of the Retained Space if the Retained Space is relocated to Building 533 or Building 636 pursuant to Section 2.1(a) below).

1.109 "Preservation" means the act or process of applying measures necessary to sustain the existing form, integrity and materials of an historic property. Work, including preliminary measures to protect and stabilize the property, generally focuses upon the ongoing maintenance and repair of historic materials and features rather than extensive replacement and new construction. New exterior additions are not within the scope of this treatment; however, the

limited and sensitive upgrading of mechanical, electrical and plumbing systems and other code-required work to make properties functional is appropriate within a preservation project.

1.110 "Preservation Maintenance" means the act or process of applying preservation treatment to a site or structure. It includes housekeeping and routine and cyclic work scheduled to mitigate wear and deterioration without altering the appearance of the resource, repair or replacement-in-kind of broken or worn-out elements, parts, or surfaces so as to keep the existing appearance and function of the site or structure, and emergency stabilization work necessary to protect damaged historic fabric from additional damage.

1.111 "Preservation Plan" is a document that sets forth a plan, including a time schedule, for Preservation Maintenance of the Historic Structures, including, without limitation, Tenant's ongoing compliance with the Historic Preservation Certification Requirements and Applicable Laws and Requirements.

1.112 "Proposed Alterations Budget" has the meaning given in Section 15.1(a)(ii) below.

1.113 "Qualification Standards" has the meaning given in Section 10.7(a) below.

1.114 "Reconstruction" means the act or process of depicting, by means of new construction, the form, features and detailing of a non-surviving site, landscape, building, structure or object for the purpose of replicating its appearance at a specific period of time and in its historic location.

1.115 "Record of Decision" means that certain record of decision dated June 9, 2000 entitled, "United States Department of the Interior, National Park Service, Record of Decision, Fort Baker Plan Final Environmental Impact Statement, Fort Baker, Golden Gate National Recreation Area".

1.116 "Rehabilitation" means the act or process of making possible an efficient compatible use for a property through repair, alterations and additions while preserving those portions or features that convey its historical, cultural or architectural values. Rehabilitation may, at NPS' direction, include Preservation, Reconstruction, or Restoration.

1.117 "Rehabilitation Handbook" means that certain GGNRA Park Partner Rehabilitation Handbook as amended, revised, or superseded and adopted by NPS.

1.118 "Rent" is as defined in Section 5.1 of this Lease.

1.119 "Rent Commencement Date" is as defined in Section 5.2(a) of this Lease.

1.120 "Rent Roll" means a full and complete list of all Occupants of Tenant, and all contractors and subcontractors of Tenant and its Occupants providing services by or on the

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Premises, including restaurant or café food services, if any, and for each Occupant, contractor or subcontractor a full and complete description of the Sublease or other occupancy agreement terms, including but not limited to term, annual rent, base rent, percentage rent, Service District Charge rate, if applicable, Occupant improvements, escalation clauses, concessions, inducements, options to renew, amendments to Sublease or other occupancy agreement, and any other information regarding a Sublease or other occupancy agreement as Landlord may from time to time reasonably prescribe.

1.121 "Reservations Policy" is as defined in Section 10.7(a) of this Lease.

1.122 "Respond" means investigate, remove, removal, remedy, remediate, remediation, and monitor Hazardous Materials, all such terms (including the terms "removal" and "remedial action") include enforcement activities related thereto. "Remove" or "removal" means the cleanup or removal of released Hazardous Materials from the environment, such actions as may be necessary taken in the event of the threat of release of Hazardous Materials into the environment, such actions as may be necessary to monitor, assess, and evaluate the release or threat of release of Hazardous Materials, the disposal of removed material, or taking of such other actions as may be necessary to prevent, minimize, or mitigate damage to the public health or welfare or to the environment, which may otherwise result from a release or threat of release. The terms "remedy" or "remediate or remediation" mean those actions consistent with a permanent remedy taken instead of or in addition to removal actions in the event of a release or threatened release of a Hazardous Material into the environment, to prevent or minimize the release of Hazardous Materials so that they do not migrate to cause substantial danger to present or future public health or welfare or the environment. Notwithstanding anything to the contrary in the foregoing, the term "Respond" as applied to the Army with respect to Army Retained Conditions shall have the meaning ascribed to it in the Army Transfer MOA.

1.123 "Response" means the same as Respond as defined above. Notwithstanding anything to the contrary in the foregoing, the term "Response" as applied to the Army with respect to Army Retained Conditions shall have the meaning ascribed to it in the Army Transfer MOA.

1.124 "Response Action" means all actions taken to Respond, including, without limitation, investigations, removals, remediation, maintenance, notification, and monitoring. Notwithstanding anything to the contrary in the foregoing, the term "Response Action" as applied to the Army with respect to Army Retained Conditions shall have the meaning ascribed to it in the Army Transfer MOA.

1.125 "Response Costs" means all costs incurred while undertaking a Response Action.

1.126 "Restoration" means the act or process of accurately depicting the form, features and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the

restoration period. The limited and sensitive upgrading of mechanical, electrical and plumbing systems and other code-required work to make properties functional is appropriate within a restoration project.

1.127 "Retained Space" means, as of the Effective Date, approximately 1,440 gross square feet of space located within Building 546, which is reserved for use as office space by Landlord or its assignees and shall not be leased to Tenant, as such space may be relocated pursuant to Section 2.2(e) below.

1.128 "Retreat and Conference Center" is as defined in Section 10.1 below.

1.129 "Retreat Program Partners" means nonprofit entities approved by Landlord pursuant to Section 2.2(n)(ii) of the Lease Disposition and Development Agreement, which have entered, or shall enter, into Retreat Program Partner Agreements with Tenant.

1.130 "Retreat Program Partner Agreements" means those agreements; special subleases; and operating, management, or financing arrangements between Tenant and Retreat Program Partners approved pursuant to Section 2.2(n)(ii) of the Lease Disposition and Development Agreement and listed on Exhibit U attached hereto.

1.131 "RFP" means that certain Fort Baker Retreat and Conference Center Request for Proposals, issued by NPS on April 17, 2001.

1.132 "RFQ" means that certain Request for Qualifications, Retreat and Conference Center at Fort Baker, issued by NPS in October, 1999.

1.133 "Secretary of the Interior's Standards" means collectively (a) the standards for historic preservation codified in 36 CFR Part 68, as amended; (b) the Secretary of the Interior's Standards for the Treatment of Historic Properties (U.S. Department of the Interior, Heritage Preservation Services, Washington, D.C. 1996); (c) the Secretary's Standards for Rehabilitation & Illustrated Guidelines for Rehabilitating Historic Buildings (U.S. Department of the Interior, Heritage Preservation Services, Washington, D.C. 1997); and (d) the Guidelines for Rehabilitating Buildings at the Presidio of San Francisco (Architectural Resources Group, San Francisco, California, March 1995).

1.134 "Selling Tenant" is as defined in Section 27.15(a) below.

1.135 "Service District Charge" (sometimes referred to as "SDC") is as defined in Section 5.6 of this Lease.

1.136 "Sublease" shall mean any occupancy of all or a portion of the Premises pursuant to an occupancy agreement the substance of which constitutes a sublease (or sub-sublease) of this Lease, but shall exclude occupancy of Guest Lodging Units by Retreat and Conference

Room guests for an overnight stay as is customary for the use of Guest Lodging Units in the lodging and hospitality industries.

1.137 "Substantial Completion" means the work of constructing Phased Improvements or Alterations, as applicable, is substantially complete and the applicable constructed facility and/or improvement is operable as a usable facility and/or improvement.

1.138 "Subtenant" shall mean a subtenant pursuant to a Sublease.

1.139 "Sustainability Program" means that certain sustainability program, entitled "Sustainability Program for Design and Construction – Summary Version 1.0," dated November 2, 2006, as amended, and attached hereto as Exhibit K.

1.140 "SWPPP" means that certain storm water pollution prevention plan, entitled "Storm Water Pollution Prevention Plan – Rough Grading," prepared by URS Corp, dated September 7, 2006, as updated or amended.

1.141 "TDM" means that certain "Transportation Demand Management Program – Fort Baker Retreat and Conference Center – Version 1.0," dated November 1, 2006, as amended.

1.142 "Ten Percent Set-Aside" is as defined in Section 10.8(a) of this Lease.

1.143 "Tenant" means Fort Baker Retreat Group, LLC, and its successors and assigns approved by Landlord in accordance with this Lease.

1.144 "Tenant Sign Policy" means the Tenant Sign Policy, prepared by the Presidio Project Office, GGNRA, dated September 1997, as amended.

1.145 "Term" is as defined in Section 4.1 of this Lease.

1.146 "Term of Construction" is as defined in Section 4.1 of this Lease.

1.147 "Termination Date" means the Expiration Date or such earlier date as this Lease is terminated pursuant to any provision of this Lease.

1.148 "TMP" means collectively, that certain traffic and parking plan contained in that certain "Grading Permit – Conditions of Work Submittal Binder," prepared by the Tenant and Herrero Contractors Inc. and that certain "Rough Grading Project Manual," prepared by URS Corp, dated September 7, 2006, as amended.

1.149 "Trade Fixtures" means those items, or categories of items, whether owned by Tenant or leased by Tenant from parties other than Landlord, listed on Exhibit L of this Lease, and all of the following items installed by Tenant or its Occupants, to the extent they are affixed to the Improvements and constitute fixtures (or would constitute fixtures but for Tenant's rights

to remove them pursuant to this Lease) and are readily removable: kitchen equipment, health club equipment, audio-visual equipment, front office equipment, and communications equipment, and all other equipment reasonably agreed to by Landlord and Tenant at the time of its installation; but in any event excluding the mechanical (including heating, ventilating and air conditioning), elevator, fire detection, alarm and sprinkler, illumination, electrical, and plumbing fixtures and systems in the Improvements, and components thereof, all of which shall be deemed to be Fixtures.

1.150 "Transfer" means, subject to Section 1.150(a), (c) and (d) below, the direct or indirect, voluntary or by operation of law, sale, assignment, subletting, encumbering, pledge or other transfer or hypothecation of Tenant's, or any permitted assignee's (under Article 28 below) or Occupant's interest in or rights with respect to the Premises or Tenant's leasehold estate therein, and with respect to the Hospitality Management Company, its rights and obligations under the Hospitality Management Agreement. Any sale or other transfer, including by consolidation, merger or reorganization, of a Controlling Interest in Tenant, Hospitality Management Company or any permitted assignee under Article 28 below or Occupant, if such entity is a corporation, or any sale or other transfer of a Controlling Interest in the partnership interests of such entity, if such entity is a partnership, whether in a single transfer or in a series of related transfers, and whether directly or by sales or transfers of underlying partnership or corporate ownership interests, shall be deemed a Transfer. Notwithstanding the foregoing definition of "Transfer," a "Transfer":

a. shall not include any transaction in connection with the granting of an Assignment for Security or Leasehold Mortgage pursuant to Section 28.2 below;

b. shall include a foreclosure or giving of a deed in lieu of foreclosure pursuant to an Assignment for Security or Leasehold Mortgage;

c. shall not include a Transfer through foreclosure or giving of a deed in lieu of foreclosure pursuant to an Assignment for Security or Leasehold Mortgage that is to Leasehold Mortgagee or its Leasehold Mortgagee Affiliate, provided such Leasehold Mortgagee has been approved in writing by Landlord; and

d. shall not include a transfer of an interest in Tenant or the Hospitality Management Company to its respective Affiliate if there is no change in Controlling Interest and if Tenant provides written notice to Landlord of all such transfers, and further, provided that such transfer is not in connection with any assignment or Sublease to accommodate or take advantage of Historic Tax Credits.

1.151 "Transfer of Entire Interest" is as defined in Section 27.15 below.

2. LEASE OF THE PREMISES

2.1 Lease of the Premises

In accordance with the powers granted by Congress, Landlord hereby leases the Premises to Tenant, and Tenant hereby hires from Landlord, upon and subject to the terms agreements, covenants, conditions and provisions of this Lease, the Premises, excepting and reserving unto Landlord:

a. The Retained Space, together with the right to relocate the Retained Space in accordance with Section 2.2(e) below.

b. Nonexclusive easements in the Premises as appurtenant to the Retained Space (as such Retained Space may be relocated in accordance with Section 2.2(e) below) (i) for ingress and egress, including nonexclusive easements, in, on, over, and across the Fort Baker parking areas and drive aisles, including, without limitation, access through traffic control systems installed by Tenant, for purposes of vehicular and pedestrian access to, and use of the Retained Space; and (ii) to use, operate, maintain, repair, reconstruct, replace, install, construct, and inspect utilities serving the Retained Space, such as lighting, alarm systems, electrical, and telecommunications, and facilities, and all necessary and proper lines, ducts, measuring devices, and other related apparatus and equipment in and through the Premises; together with the right, at all reasonable times to access the Premises for the same; by Landlord, its employees, cooperators, concessionaires, tenants, permittees, or other parties entitled to use or occupy the Retained Space.

c. Nonexclusive easements, in, on, over, and across Fort Baker parking areas, drive aisles, and walkways for purposes of public pedestrian and bicycle use.

d. Nonexclusive easements, in, on, over, and across the Fort Baker parking areas and drive aisles, including, without limitation, access through traffic control systems installed by Tenant, for purposes of vehicular ingress and egress of (A) emergency and law enforcement vehicles, (B) maintenance vehicles, (C) transit use, and (D) utility inspection, installation, maintenance, repair, replacement, and meter reading by Landlord and utility providers.

e. The right, at all reasonable times (and for areas closed to the public, upon reasonable prior written notice to Tenant under the circumstances, given by the Superintendent of GGNRA or his or her designee, reciting the reasons for the entry at least thirty (30) days in advance where feasible (except in case of emergency or if an Agency or public or private utility has access pursuant to Applicable Laws and Requirements)), and subject to the rights of Tenant's invitees in the Premises and guests in the Premises, to enter and to permit any Agency, public or private utilities and other persons to enter upon the Premises as may be necessary as determined in Landlord's reasonable judgment for the purposes of (i) using, operating, maintaining,

replacing, inspecting, and relocating any existing underground wells, water, natural gas, steam, storm, storm sewer and sanitary sewer lines, telephone and electric power lines, conduits and facilities, and flood control facilities; (ii) using, installing, operating, maintaining, renewing, replacing, inspecting, and relocating underground wells, water, natural gas, steam, storm, storm sewer and sanitary sewer lines, telephone and electric power lines, conduits and facilities, and flood control facilities required by Applicable Laws and Requirements or mandated by governmental entities; (iii) using, installing, operating, maintaining, renewing, replacing, inspecting, and relocating wells and other equipment as reasonably required for environmental monitoring or Response purposes; or (iv) investigating or testing as is reasonably necessary in the opinion of Landlord and to Respond or undertake Response Actions in connection with Preexisting Hazardous Materials. Landlord shall use reasonable efforts to permit no such entry to materially interfere with the use or stability of any building or improvement on the Premises. Tenant shall comply with the GGNRA Project Handbook to provide emergency access to Landlord to any secured areas within the Premises. Tenant hereby waives any claims for damages for any injury or inconvenience to or interference with Tenant's use and occupancy of the Premises, any loss of occupancy or quiet enjoyment of the Premises or any other loss occasioned by Landlord's exercise of its rights under this Section 2.1(e), except to the extent caused by the negligence or willful misconduct of Landlord or Landlord's failure to substantially comply with this Section 2.1(e) and such failure is material.

f. The right at all times (and for areas within buildings or closed to the public, upon reasonable prior written notice to Tenant under the circumstances, given by the Superintendent of GGNRA or his or her designee) to enter upon the Premises at any reasonable time for the purpose of inspection and inventory and when otherwise deemed necessary for the protection of interests of Landlord, and Tenant shall have no claim of any character on account thereof against Landlord or any officer, agent, or employee thereof, except to the extent of any damage caused by the negligent or willful misconduct of the foregoing persons. Landlord shall have the right to make, without prior notice thereof, annual inspections for compliance with public health and safety standards. Landlord may make follow-up inspections to ensure compliance therewith. Landlord retains the right to close or otherwise secure the Premises, or close or secure access thereto, when immediate danger to life or property is discovered on such inspections or follow-up inspections. To the extent feasible, Landlord will provide reasonable notice of such closure. Tenant hereby waives any claims for damages for any injury or inconvenience to or interference with Tenant's use and occupancy of the Premises, any loss of occupancy or quiet enjoyment of the Premises or any other loss occasioned by Landlord's exercise of its rights under this Section 2.1(f), except to the extent caused by the negligence or willful misconduct of Landlord.

g. Pursuant to Section 4.2.7 of the Army Transfer MOA, the right of the Army to enter upon the Premises for the purposes set forth in the Army Transfer MOA, including, without limitation, Response Actions undertaken by the Army with respect to Army Retained Conditions.

h. The right to enter upon the Premises at any reasonable time (and for areas closed to the public, upon not less than twenty-four (24) hours prior written notice), for the purpose of "touring" the facility with Landlord's guests for the purposes of showing and explaining the Retreat and Conference Center. Landlord and Tenant shall cooperate to develop a mutually acceptable protocol for such tours.

i. The right to grant and transfer any and all utilities and/or utility services provided by Landlord to the Premises to utility service provider(s).

j. The right to install, operate, and maintain or cause to be installed, operated, and maintained, signs on the exterior of the Premises, including signs pertaining to the Retained Space, subject to Tenant's right to install signs pursuant to the Tenant Sign Policy.

k. The right from time to time, in Landlord's reasonable judgment, to relocate, expand, change, or modify road systems serving the Premises and to monitor and regulate use of such road systems; provided, however, any change to the road systems which would materially affect Tenant's operations of the Retreat and Conference Center shall not be made without Tenant's prior written approval. Landlord shall make reasonable efforts to coordinate any proposed work or changes with Tenant prior to initiating changes or modifications.

l. Nonexclusive easements, in, on, over, and across those portions of Murray Circle and McReynolds Road which are outside traffic control systems installed by Tenant, for purposes of vehicular and pedestrian use by Landlord, its employees, Agents, assignees, tenants, transferees and the public.

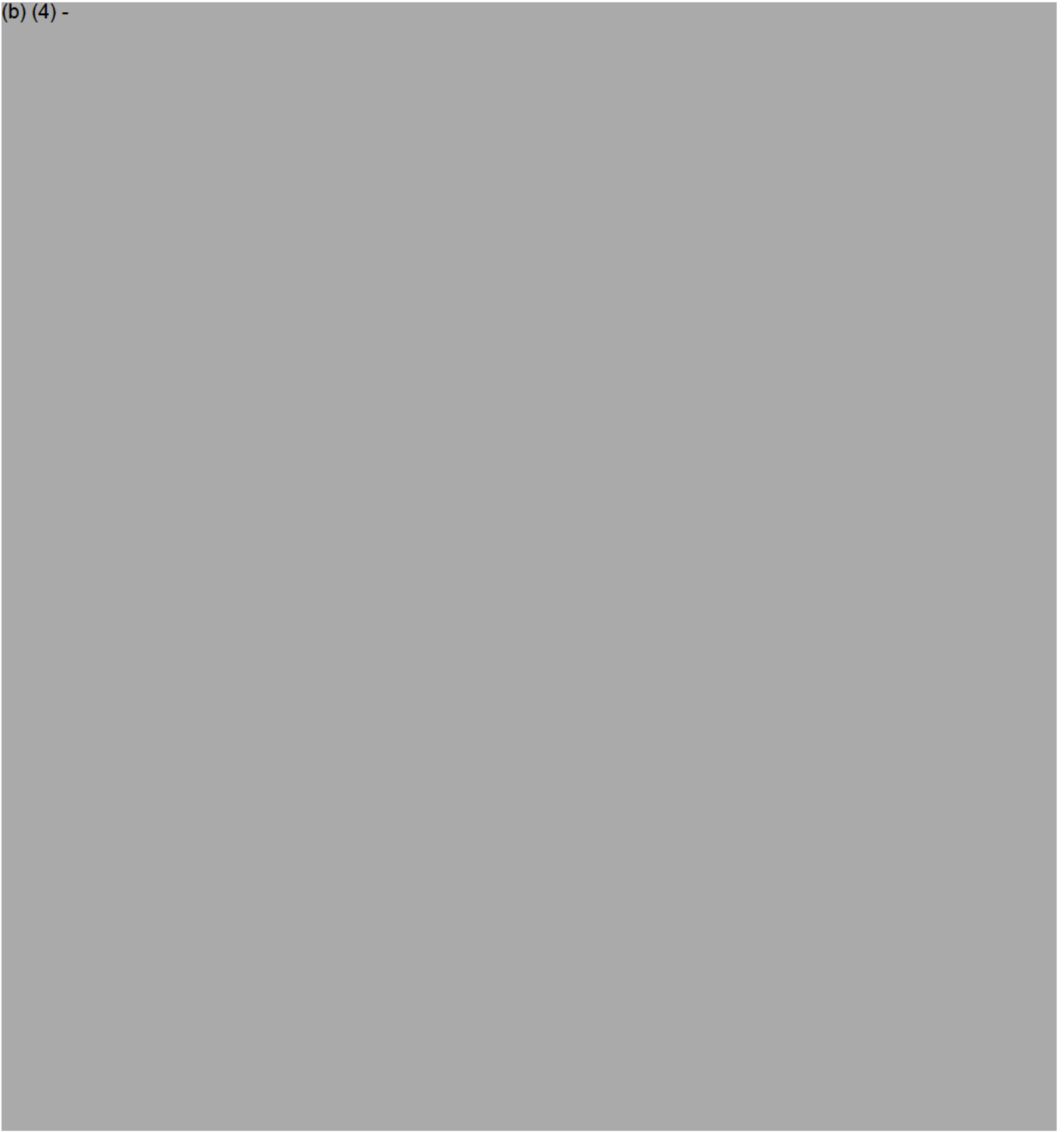
m. Nonexclusive easements, in, on, over, and across the Fort Baker parking areas and drive aisles, including, without limitation, access through traffic control systems installed by Tenant, for purposes of vehicular and pedestrian access to, and use of, Building 533 and Building 636 by Landlord, its employees, Agents, assignees, tenants, and transferees. Except as provided in Section 2.1(b) above, the rights reserved pursuant to this Section 2.1(m) shall terminate with respect to each of Building 533 and Building 636, respectively, at the time each of Building 533 and Building 636, respectively, are renovated and Rehabilitated as part of the Phased Improvements and in connection therewith become part of the Premises.

2.2 Retained Space

(b) (4) -



(b) (4) -



2.3 This Lease is subject to all Applicable Laws and Requirements, and all liens, encumbrances, restrictions, rights and conditions of law or of record or otherwise actually known

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to Tenant or reasonably ascertainable by inspection or survey, including the Permitted Exceptions attached hereto as Exhibit W.

2.4 The privileges granted herein are further expressly subject to all existing and future easements, licenses, and rights-of-way, including, without limitation, easements and rights-of-way granted by Landlord to Pacific Gas and Electric ("PG&E") and AT&T, and any other utility subsequent to the Commencement Date, which may be reflected on an amended Exhibit W attached hereto by mutual written consent of the Parties. Right-of-Way Permit No. RW-GOGA-BMO-06-002 was executed on June 28, 2006 by the U.S. Department of the Interior, National Park Service, Golden Gate National Recreation Area and PG&E for the ownership, operation and maintenance of a 12 kv primary electrical distribution system serving Fort Baker and the Premises. The PG&E right-of-way permit provides for additional "service extensions" (as defined in the PG&E right-of-way permit) to be executed by the end user of the electrical service (Landlord or Tenant) and PG&E, for new electrical service serving the Premises to replace service from Landlord's existing 4 kv electrical distribution system. Landlord anticipates executing one or more right-of-way permits with AT&T for the purpose of providing underground telecommunications service (a) originating at Manhole #38 in the vicinity of Building 636, extending to Manhole #39 in the vicinity of the Seitler Avenue cul-de-sac to the Landlord's water tank B572; and (b) originating at Manhole #38 in the vicinity of Building 636, extending through Landlord's conduit in Murray Circle to the Tenant's minimum point of entry as designated by AT&T.

2.5 Nothing contained in this Lease shall give or be deemed to give Tenant an independent right to grant easements or other rights-of-way over, under, on, or through the Premises.

3. ACCEPTANCE OF THE PREMISES

3.1 As Is Condition of the Premises

a. Tenant hereby expressly accepts the Premises and all improvements thereon in their existing "as is" condition and acknowledges that in entering into this Lease, Tenant does not rely on, and Landlord does not make, any express or implied representations or warranties as to any matters including, without limitation, the suitability of the soil or subsoil; any characteristics of the Premises or improvements thereon; the suitability of the Premises for the intended use; the likelihood of deriving trade from or other characteristics of the Park; the economic or programmatic feasibility of Tenant's use and occupancy of the Premises; title to the Premises; Hazardous Materials (including Preexisting Hazardous Materials) on or in the vicinity of the Premises; or any other matter. Tenant has satisfied itself as to such suitability and other pertinent matters by Tenant's own inquiries and tests into all matters relevant in determining whether to enter into this Lease.

b. Tenant understands and expressly agrees that Landlord's approval of Construction Documents and Landlord's provision of the Certificate of Occupancy or Conditional Certificate of Occupancy or any Landlord approval of Tenant's completion of Phased Improvements, Alterations, Building Maintenance, or Preservation Maintenance does not make nor imply any representation or warranty by Landlord that the Premises complies with all Applicable Laws and Requirements.

c. Tenant acknowledges that it has received copies, or copies have been made available to Tenant, of the environmental reports and studies listed on Exhibit M attached hereto.

4. TERM

4.1 The term of this Lease ("Term") shall be for a period of sixty (60) years, commencing on the date first above written ("Commencement Date") and expiring on the last day of December 7, 2066 ("Expiration Date") or on such earlier date as this Lease may be terminated as hereinafter provided. The "Term of Construction" shall mean the period commencing on the Commencement Date and terminating on the Rent Commencement Date.

5. RENT AND RESERVES

5.1 Rent

(b) (4)



(b) (4)



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(b) (4)



5.3 Percentage Rent

(b) (4)



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(b) (4)



*** GOLDEN GATE NATIONAL RECREATION AREA ***
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(b) (4)



*** GOLDEN GATE NATIONAL RECREATION AREA ***
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(b) (4)



5.4 Participation Rent.

(b) (4)



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(b) (4)



5.5 NPS Utility and Transportation Fee


a. Pursuant to Section 131 of Title I, General Provisions, Department of the Interior, Public Law 109-54, 119 Stat. 499 (August 2, 2005), “. . . the Secretary of the Interior or a lessee may impose fees on overnight lodgers of the purpose of covering the cost of providing utilities and transportation services at Fort Baker properties at a rate not to exceed the annual cost of providing these services.” Tenant shall collect from overnight guests on behalf of Landlord and pay as part of Rent, a fee, referred to herein as the “NPS Utility and Transportation Fee.” Landlord shall use best efforts to establish the fee as a fixed percentage charge based on Tenant’s lodging rates for overnight guests, subject to adjustment by Landlord to reflect the annual cost of providing utilities and transportation services at Fort Baker (including the Premises).

b. Tenant shall deliver the NPS Utility and Transportation Fee to Landlord no later than the fifteenth (15th) day of the month following the month in which the payments were collected by Tenant. Landlord shall use the NPS Utility and Transportation Fee in accordance with the guidelines attached hereto as Exhibit S.

c. Tenant shall disclose in writing the NPS Utility and Transportation Fee to Retreat and Conference Center guests in a manner that is separate and readily distinguishable from any discretionary, non-governmental fees which may be charged by Tenant to such guests. Any discretionary, non-governmental fee charged by Tenant to Retreat and Conference Center guests shall be disclosed in writing by Tenant with the affirmative statement that such fee(s) are not charged by, or on behalf of, or required by, NPS or any other governmental entity.

5.6 Service District Charge

(b) (4) -



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5.8 Late Charges

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5.9 Contributions to Reserves

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b. Other Reserves

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5.10 Tenant's obligations to make contributions to the NPS Capital Improvement Fund shall be deemed obligations on the part of Tenant to pay Rent.

5.11 Proceeds from Subletting, Assignments and Refinancing

(b) (4)



6. IMPOSITIONS

6.1 Tenant's Obligation for Impositions

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(b) (4)

7. AUDIT AND RECORDS

7.1 Books and Records

a. Tenant shall keep, or cause to be kept, true, accurate and complete records and double-entry books in accordance with Uniform System of Accounts for the Lodging Industry, consistently applied, from which Landlord at all times can determine the nature and amounts of Gross Revenues and Adjusted Gross Revenues by item, and the Rent Roll. Without limitation of the foregoing, such records shall show all transactions relative to the conduct and production of Gross Revenues, Adjusted Gross Revenues, and the Rent Roll and such transactions shall be supported by documents of original entry. Tenant shall include in any license or concession agreement or any other agreement with anyone occupying the Premises or any part thereof under Tenant whose gross receipts constitute a basis for the payment of rental or fees to Tenant a provision giving Landlord the same right of examination and audit of such licensees' and concessionaires' books and records as provided in this Article 7.

b. Tenant shall keep and make available to Landlord at all reasonable times, upon ten (10) days advance notice and during normal business hours, said books of account and records at a location on the Premises or within the limits of the City and County of San Francisco, California, or at the Premises, for a period of five (5) years after the Lease Year to which they relate and thereafter in the event of litigation concerning the same until such litigation terminates in final judgment. Any such inspection shall be scheduled as soon as possible upon the request of Landlord during normal business hours at a mutually acceptable time and shall be undertaken so as to minimize, to the extent reasonably possible, any interference with the conduct of Tenant's business.

c. If at any time during the Term, said books, records and accounts prove inadequate to record Gross Revenues, Adjusted Gross Revenues, and the Rent Roll or provide other information in the detail required under this Lease, Tenant shall, upon the request of Landlord, procure and maintain such books, records and accounts as shall be of a character and form adequate for said purpose.

7.2 Tenant shall, at Tenant's sole cost and expense, prepare or cause to be prepared and furnished to Landlord an Annual Report within ninety (90) days of the end of each Lease Year.

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7.3 Landlord's Audit

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7.4 Access to Records

The Secretary of the Department of Interior and Comptroller General of the United States, or any of their duly authorized representatives, shall, upon not less than ten (10) days prior written notice, at any time up until the expiration of five (5) calendar years after the expiration of this Lease, have access to and the right to examine any of the Tenant's pertinent books, documents, papers, and records, and such documents of any entity or person related to this Lease that are necessary to perform an audit and to verify Tenant's compliance with the terms and conditions of this Lease.

8. NET LEASE; NO COUNTERCLAIM OR ABATEMENT

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9. LANDLORD NOT OBLIGATED TO PAY TENANT EXPENSES

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10. USE OF THE PREMISES; USE OF PARADE GROUND; FORT BAKER PLAN

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10.6 Operation of the Premises

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10.7 Fort Baker Institute

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10.8 Ten Percent Set-Aside

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10.9 Reservations

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10.11 Artist/Scholar-in-Residence

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10.12 Continuous Operation

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10.15 Prohibited Uses.

a. Without limitation of the foregoing, or any other provision of this Lease, in no event shall the Premises be used for any purpose that is in violation of any Applicable Laws and Requirements; that may be dangerous to life, limb, property or public health; that in any manner causes, creates, or results in a nuisance; that is of a nature that it involves substantial hazard, such as the manufacture or use of explosives, chemicals or products that may explode, or that otherwise harms the health or welfare of persons in the physical environment; or that results in any discharge of Hazardous Materials on the Premises in violation of Article 22 of this Lease, including but not limited to the disposing or discharging of such substances into, on or under the Premises.

b. Tenant shall not, without the prior written consent of Landlord which may be withheld in its sole and absolute discretion: (a) use or permit the use of the Premises for any unauthorized sales of any items, including but not limited to outlet, second-hand, distress, fire, bankruptcy, liquidation, relocation, closing, or "going out of business" sales; (b) construct, permit to construct, or attach any equipment or furnishings to the exterior of the Premises, or any telecommunications and data communications equipment, including but not limited to satellite dishes and cellular or digital communications towers and antennae; (c) use or permit the use of the Premises for commercial filming and photography, or any event not typically and directly associated with operation of the Premises as a Retreat and Conference Center, but excluding customary commercial filming and photography of conferences, meetings, and associated events at the Premises.

c. Tenant shall not, without the prior written consent of Landlord, which consent may be withheld in its sole and absolute discretion, sell items which in Landlord's judgment would compete with certain GGNRA-related merchandise or merchandise with GGNRA or Landlord's logos that may be exclusively provided or sold by Landlord or Landlord's nonprofit cooperating association, Golden Gate National Parks Conservancy.

10.16 Tenant's activities on the Premises shall be subject to the general supervision and inspection of Landlord and to such rules and regulations regarding ingress, egress, safety, sanitation and security as may be prescribed by Landlord from time to time. Moreover, Tenant shall maintain the Premises in good condition throughout the Term of this Lease.

10.17 Use of those portions of Fort Baker in the vicinity of the Retreat and Conference Center, which are not within the Premises or leased by Landlord to other tenants or assigned by Landlord to cooperators, and in particular, the Parade Ground and all landscape areas immediately adjacent to the Premises shall be subject to NPS special event guidelines attached hereto as Exhibit V, as amended, revised, or superseded, and adopted by Landlord. Landlord

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shall meet and confer with Tenant regarding such amendments or revisions. In permitting such special events, Landlord shall take into consideration the operating requirements unique to the adjacent Retreat and Conference Center, including, without limitation, the effect of noise and nighttime lighting.

10.18 Landlord shall notify Tenant of any significant changes to the Fort Baker Plan.

11. MAINTENANCE; PRESERVATION MAINTENANCE

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12. UTILITIES

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13. CONSTRUCTION AND INSTALLATION APPROVAL

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14. DESIGN AND CONSTRUCTION OF ALTERATIONS

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15. SUBMISSION OF EVIDENCE OF FINANCING FOR ALTERATIONS

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16. CONSTRUCTION OF PHASED IMPROVEMENTS, ALTERATIONS

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17. PERMITS AND APPROVALS

17.1 Except as otherwise provided in this Lease, Tenant shall be solely responsible for obtaining, at its sole cost and expense, the approval of any Agency for any permit or other governmental action necessary to permit the activities under this Lease. Landlord, at no expense to itself, shall cooperate with Tenant to the extent reasonable to obtain all such permits and approvals. Notwithstanding the foregoing, Tenant shall not submit to any person or entity, including any Agency, information regarding Landlord or Landlord's lands without Landlord's

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prior written approval, unless the communication of information is in response to a valid order by a court or Agency or to obtain a permit, approval or financing or is otherwise required to be released by law, in which case Tenant shall immediately provide Landlord with written notice of such order or requirement, identifying the specific information released. In addition, Tenant may release such information that is necessary for Tenant to obtain insurance, and upon release of such information, Tenant shall provide Landlord with written notice indicating what information was so released.

17.2 Tenant shall comply with all Applicable Laws and Requirements governing construction, sanitation, licenses, and permits to do business on the Premises.

18. EXCAVATION, SITE, AND GROUND DISTURBANCE

18.1 Except as permitted as part of the Phased Improvements or Alterations, Tenant shall conduct no mining or drilling operations; remove no material amount of sand, gravel or similar substances from the ground (except for foundation and utilities work); commit no waste of any kind; or in any manner materially change the contour or condition of the Premises or other Park property. Tenant shall give Landlord not less than thirty (30) days written notice of the scheduled commencement of any material site and ground disturbance on or under any portion of the Premises. Written approval for excavation including, but not limited to, environmental and archaeological clearances are required prior to any digging or excavation on the Premises.

18.2 Except as permitted as part of the Phased Improvements or Alterations, Tenant shall not remove or disturb or cause to be removed or disturbed any utility maintained by Landlord or a utility service provider, Preexisting Hazardous Materials, or any historical, archeological, architectural, or other cultural artifacts, relics, remains, materials or objects of antiquity encountered during site or ground disturbance. Notwithstanding anything to the contrary in the foregoing, Tenant shall not remove or disturb or cause to be removed or disturbed any Army Retained Conditions. If any such items are encountered by Tenant, Tenant shall immediately halt work and notify Landlord so that Landlord may evaluate the situation and with respect to Army Retained Conditions, notify the Army and take such other actions as Landlord may be obligated to take pursuant to the Army Transfer MOA and/or Applicable Laws and Requirements. The affected activity shall not resume until written approval is issued by Landlord. Tenant acknowledges that, at Landlord's sole discretion, and except where indicated in approved Construction Documents and/or the Preservation Maintenance Plan or except as authorized in writing in advance by Landlord, Tenant may be required to alter work plans to avoid damage to utilities or cultural resources and to avoid disturbance of Preexisting Hazardous Materials, and the Parties agree that while Landlord shall not be liable for any costs or expenditures occasioned as a result of any delays or alterations associated therewith, Landlord will cooperate with Tenant, and if applicable, will request the Army to cooperate with Tenant, to minimize the impact of any such delays or alterations.

18.3 The prior written approval of Landlord is required for excavation and an archaeological clearance is required prior to any digging or excavation within GGNRA. Where excavation is to be in archaeologically sensitive areas, an archaeologist approved by Landlord shall be present at the excavation to monitor the process of digging. Hand digging shall be required around any known archaeological sites or any that may be discovered during the course of excavation. When an archaeological site is discovered during the course of excavation, all digging shall stop while the archaeologist records the site and recovers any information or objects that may be present. Any objects found during the course of excavation are the property of Landlord, and the recovery of these items is subject to federal law, with penalties imposed for violations.

18.4 Open excavation shall be barricaded when Tenant's personnel are not present in the immediate vicinity of the work site. Under no circumstances will open excavations be allowed to remain at the completion of the work day without Landlord's prior written consent. At each location where excavation has been initiated, Tenant shall ensure backfilling operations are complete prior to the end of the work day unless Landlord otherwise consents in writing. No more than two hundred (200) linear feet of open excavation may exist at any time without Landlord's prior written approval.

18.5 Tenant shall maintain all excavations, embankments, stockpiles, roads, and all other work areas free from excess dust to such reasonable degree as to avoid causing a hazard or nuisance to personnel and surrounding facilities. Approved temporary methods consisting of sprinkling, or similar methods will be permitted to control dust. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs.

18.6 If applicable, damaged or backfilled areas shall be repaved, re-sodded or seeded and fertilized by Tenant in such a manner as to match the paving or vegetation existing prior to the damage. Paving, sod, seed, and fertilizer types and mixtures must be approved by Landlord.

19. OWNERSHIP OF IMPROVEMENTS

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20. LIMITATION ON EFFECT OF APPROVALS

20.1 All rights of Landlord to review, comment upon, approve, inspect or take any other action with respect to the Premises, Building Maintenance, Preservation Maintenance, Phased Improvements, or Alterations, or the design or construction thereof, or Response Actions, or any other matter, are expressly for the benefit of Landlord and no other party.

20.2 No review, comment, approval, inspection, right or exercise of any right to perform Tenant's obligations, or similar actions required or permitted by, of, or to Landlord

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under this Lease, or actions or omissions of Landlord's Agents, or other circumstances shall give or be deemed to give Landlord any liability, responsibility or obligation for, in connection with, or with respect to, the design and construction of Phased Improvements or Alterations, Preservation Maintenance, Building Maintenance, or management and operation of the Premises or any Response Action on, in or from the Premises or other Park property by Tenant, nor shall any such approval, actions, information or circumstances relieve or be deemed to relieve Tenant of the sole obligation and responsibility for the design and construction of Phased Improvements and Alterations, Preservation Maintenance, Building Maintenance, and management and operation of the Premises and any Response Action under this Lease, if any, except as expressly provided in Section 22.7 of this Lease.

21. COMPLIANCE WITH APPLICABLE LAWS; NEPA; NHPA

21.1 Tenant, at Tenant's sole cost and expense, shall promptly comply with all Applicable Laws and Requirements. Tenant shall give Landlord immediate written notice of any notice of violation of Applicable Laws and Requirements received by or on behalf of Tenant and, at its sole cost and expense, Tenant shall promptly rectify any such violation but shall retain the right to appeal any non-final rulings prior to taking any action.

21.2 Where activities undertaken by Tenant require the preparation of compliance documents pursuant to NEPA or NHPA, Tenant shall supply all necessary information to Landlord and any Agency in a timely manner. No construction or installation activities shall occur until all applicable NEPA and NHPA requirements have been met.

22. HAZARDOUS MATERIALS

22.1 Landlord has furnished or made available to Tenant copies of any and all reports Landlord has in its possession or has obtained in connection with the presence of Hazardous Materials on the Premises, including the Army Transfer MOA.

22.2 Except as specifically permitted under Sections 22.8, 22.9, or 22.10 of this Lease, Tenant shall not, and Tenant shall ensure that Hospitality Management Company, Affiliates, Agents, employees, guests, visitors, invitees, Occupants and other persons or entities under the control of Tenant during the Term shall not bring, generate or otherwise use, handle, treat, store, sell, dispose of, discharge or release any Hazardous Material upon, about, beneath or from the Premises, except for limited quantities of standard office, personal care, and janitorial supplies containing chemicals categorized as Hazardous Materials brought, generated or otherwise used, handled, treated, stored, sold, disposed of, discharged and released in compliance with Applicable Laws and Requirements. All Hazardous Materials-related activities undertaken by Tenant, Hospitality Management Company, Affiliates, Agents, employees, guests, invitees, visitors, Occupants and other persons or entities under the control of Tenant during the Term shall comply with all Applicable Laws and Requirements. Tenant shall not, and Tenant shall ensure that Agents, Hospitality Management Company, Affiliates, employees, guests, visitors,

invitees, Occupants and other persons or entities under the control of Tenant during the Term shall not, permit Hazardous Materials to be commingled with the Hazardous Materials of Landlord or the Army or Hazardous Materials which are Army Retained Conditions, if any. Tenant agrees to be responsible for timely acquisition of any permit(s) required for its Hazardous Materials-related activities, if any, and shall provide to Landlord, upon request, inventories of all such Hazardous Materials and any supporting documentation, including but not limited to material safety data sheets, uniform waste manifest forms, and/or any other pertinent permits.

22.3 (a) If either Party becomes aware of, or reasonably suspects, or receives notice or other communication concerning (i) any actual, alleged or threatened violation of any Applicable Laws and Requirements (A) by Tenant, Hospitality Management Company, Affiliates, Agents, employees, guests, visitors, invitees, Occupants and other persons or entities under the control of Tenant during the Term and in connection with, or affecting, the Premises, or (B) from past or present activities of any person in connection with the Premises, or (ii) any liability of Tenant, Agents, Hospitality Management Company, Affiliates, employees, guests, visitors, invitees, Occupants and other persons or entities under the control of Tenant during the Term for Environmental Damages in connection with, or affecting, the Premises, then such Party shall deliver to the other Party, immediately upon receipt of such notice or communication by Tenant, a written description of such alleged violation or liability together with copies of any documents evidencing same. Receipt of such notice shall not be deemed to create any obligation on the part of Landlord to defend or otherwise respond to any such notification.

(b) Pursuant to the Army Transfer MOA, the Army has retained the authority, responsibility and liability for Response Actions required with respect to the Army Retained Conditions and shall have the right to enter upon the Premises for the purposes of undertaking such Response Actions. If Hazardous Materials are encountered by Tenant, Hospitality Management Company, Affiliates, Agents, employees, guests, visitors, invitees, Occupants and other persons or entities under the control of Tenant, Tenant shall immediately halt work and notify Landlord so that Landlord may evaluate the situation and, with respect to Army Retained Conditions, Landlord shall notify the Army and take such other actions as Landlord may be obligated to take pursuant to the Army Transfer MOA and/or Applicable Laws and Requirements. Tenant shall cooperate with the Landlord and the Army with respect to the Army's access rights and Response Actions. Landlord shall promptly notify Tenant of any notice it receives from the Army with respect to Army Retained Conditions and Army access and Response Actions.

(c) Each Party shall immediately advise the other in writing if at any time (i) it receives written notice of any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against that Party or the Premises pursuant to any Applicable Laws and Requirements relating to any Hazardous Materials or Preexisting Hazardous Materials ("Hazardous Materials Law"); (ii) it receives any claim made or threatened by any third party against that Party or the Premises relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials or Preexisting

Hazardous Materials (the matters set forth in clauses (i) and (ii) above are referred to as "Hazardous Materials Claims"); (iii) it discovers or becomes aware of any occurrence or condition on any real property adjoining or in the vicinity of the Premises that is subject to any restrictions on the ownership, occupancy, transferability or use of the Premises under any Hazardous Materials Law; or (iv) it discovers the presence of Preexisting Hazardous Materials on, under, or adjacent to the Premises or Fort Baker if, as to the latter (with respect to Landlord's notification to Tenant), it could affect the Premises.

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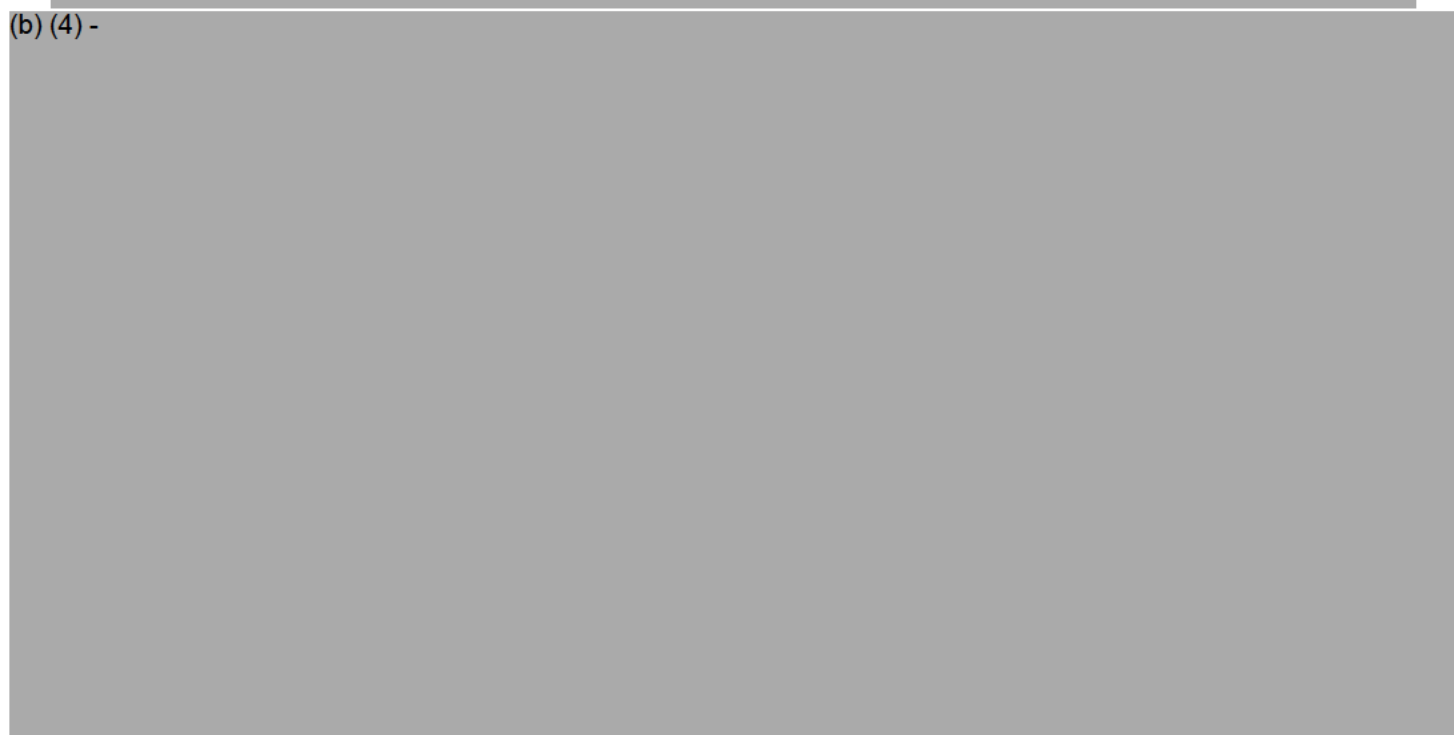


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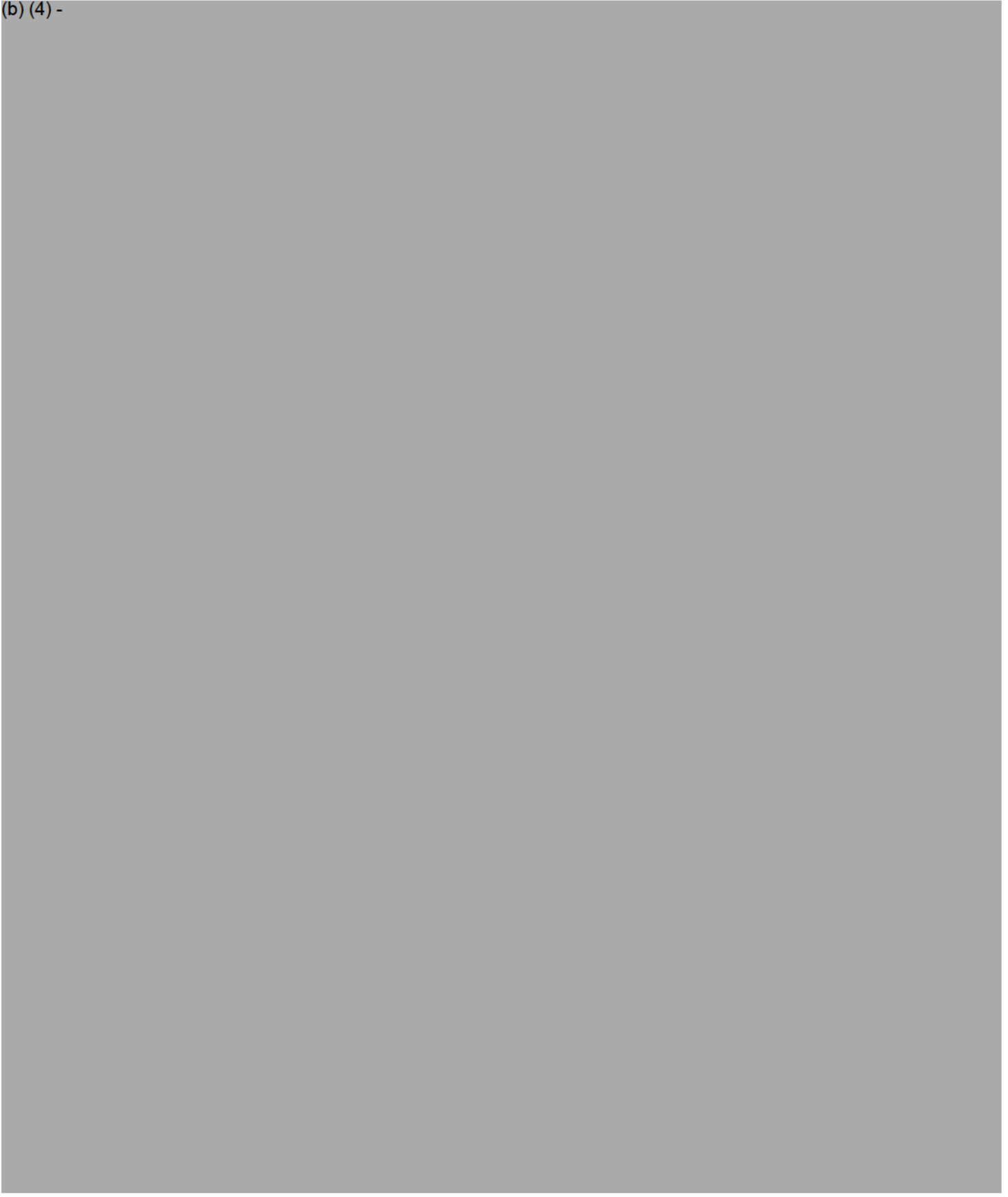
23. INSURANCE

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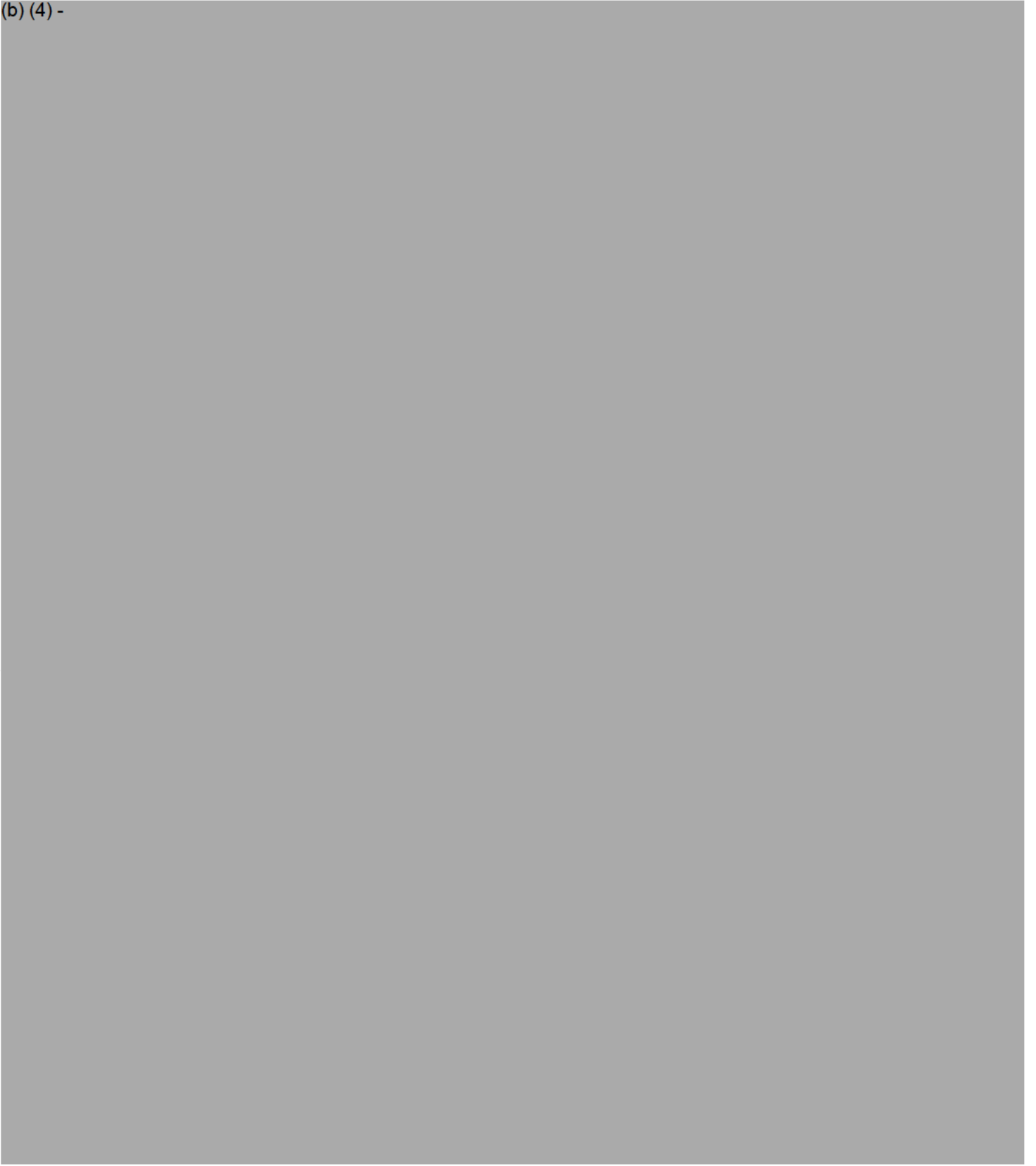
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24. DAMAGE OR DESTRUCTION

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25. INDEMNITY

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26. LIENS

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27. TRANSFER AND SUBLETTING

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28. LEASEHOLD MORTGAGES

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29. TRANSFER BY LANDLORD

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30. RIGHT TO ESTOPPEL CERTIFICATES

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31. DEFAULTS

(b) (4)

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**** PACIFIC WEST REGION - NATIONAL PARK SERVICE ****

(b) (4)




32. REMEDIES

32.1 Upon an Event of Default, Landlord shall have the following rights and remedies in addition to any rights or remedies available to Landlord at law or inequity, or under this Lease.

- a. All rights and remedies provided by federal and any applicable state law;

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(b) (4) -



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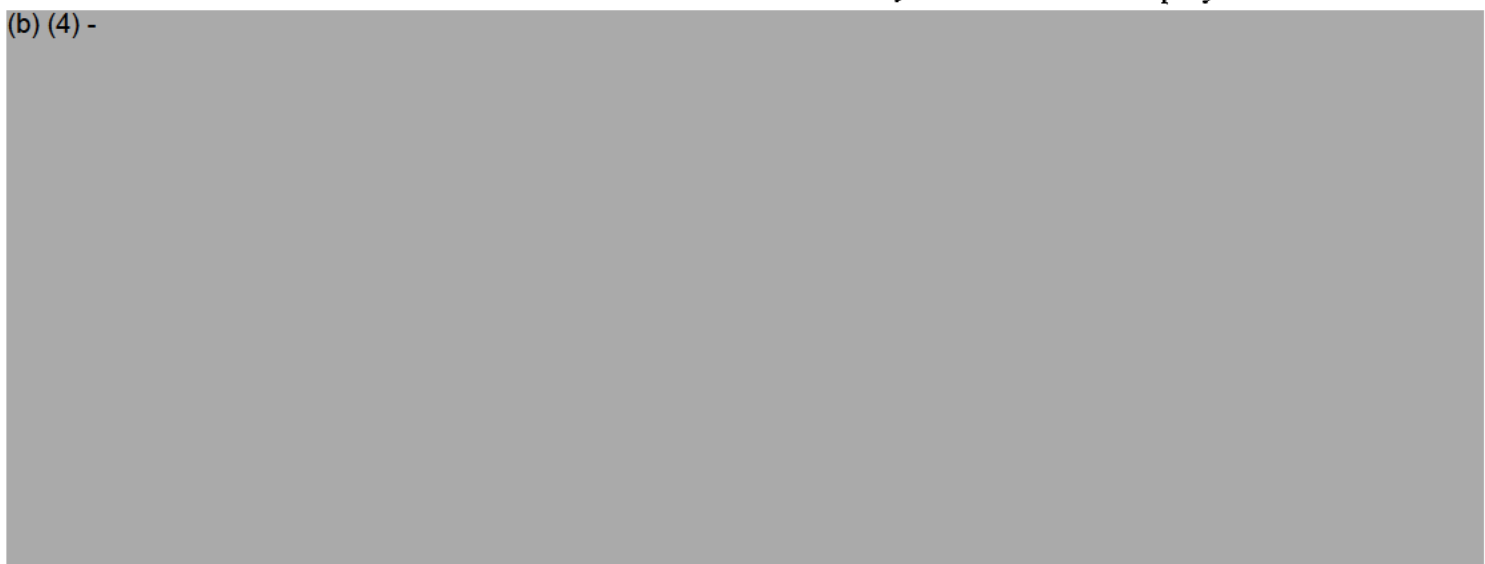
(b) (4) -



32.4 Upon the occurrence of an Event of Default, Landlord shall have the right, but not the obligation, to take such action as reasonably necessary to cure such default.


32.5 The remedies given to Landlord in this Section shall be in addition and supplemental to all other rights or remedies which Landlord may have at law or in equity.

(b) (4) -



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(b) (4) -



32.7 No failure by Landlord to insist upon the strict performance of any term, covenant, agreement, provision, condition or limitation of this Lease or to exercise any right or remedy upon an Event of Default, and no acceptance by Landlord of full or partial monetary obligation during the continuance of any such Event of Default, shall constitute a waiver of any such Event of Default or of such term, covenant, agreement, provision, condition or limitation. No term, covenant, agreement, provision, condition or limitation of this Lease and no Event of Default under this Lease may be waived, altered or modified except by a written instrument executed by Landlord. No waiver of any Event of Default shall affect or alter this Lease, but each and every term, covenant, agreement, provision, condition and limitation of this Lease shall continue in full force and effect with respect to any other then existing or subsequent Event of Default.

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32.8 No expiration or termination of this Lease pursuant to the terms hereof or by operation of law or otherwise and no repossession of the Premises or any part thereof pursuant to the terms hereof or by operation of law or otherwise, shall relieve Tenant of its liabilities and obligations hereunder arising prior to termination of this Lease, all of which shall survive such expiration, termination or repossession, including, without limitation, the rights of Landlord for indemnification for liability, personal injuries or property damage, nor shall anything in this Lease be deemed to affect the right of Landlord to equitable relief.

33. SURRENDER AND VACATE THE PREMISES

(b) (4) -



33.3 Ninety (90) days prior to the Termination Date, Tenant and Landlord shall jointly, or Landlord shall in the absence of Tenant, prepare an Inventory and Condition Report of the Premises to constitute the basis for materials and work that may be necessary to meet the conditions of this Article 33.

34. HOLDING OVER

34.1 This Lease shall terminate upon the Termination Date and any holding over by Tenant after the Termination Date shall not constitute a renewal of this Lease or give Tenant any rights under this Lease or in or to the Premises.

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35. REPRESENTATIONS AND WARRANTIES OF TENANT

35.1 Tenant hereby represents and warrants to Landlord as follows:

- a. Tenant is a limited liability company duly formed and validly existing under the laws of the State of California.
- b. The Person(s) executing this Lease on behalf of Tenant has full right, power and authority to execute and deliver this Lease as Tenant's act and deed and to bind Tenant hereto.
- c. Tenant has the right, power, legal capacity and authority to enter into and perform its obligations under this Lease, and to renovate, Rehabilitate, demolish, construct, develop, operate and maintain the Premises as contemplated by the Lease Disposition and Development Agreement and this Lease; all approvals or consents of any person(s) required in connection with the execution and performance of this Lease have been obtained.
- d. The Lease is a legal, valid and binding obligation of Tenant, enforceable against Tenant in accordance with its terms.
- e. The execution and delivery of this Lease by Tenant will not result in a breach of the terms or provisions of, or constitute a default or condition or event that would, with notice or lapse of time or both, be a default, breach or violation of Tenant's organizational documents or any indenture, agreement or obligation by which Tenant is bound or any order or decree of any court or Agency to which Tenant is a party or to which it is subject, and will not constitute a violation of any law, order, rule or regulation applicable to Tenant.
- f. No litigation is being threatened or prosecuted against Tenant or its members that might impair Tenant's ability to execute and deliver this Lease or perform any of its obligations hereunder.
- g. Tenant has taken all necessary action to authorize the execution, delivery and performance of this Lease and this Lease constitutes the legal, valid and binding obligation of Tenant.

36. REPRESENTATIONS AND WARRANTIES OF LANDLORD

36.1 Landlord hereby represents and warrants to Tenant as follows:

- a. Landlord is an Agency of the United States of America.
- b. Landlord has taken all necessary action to authorize the execution, delivery and performance of this Lease, and this Lease constitutes the legal, valid and binding obligation of Landlord.

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36.2 Landlord has made no representations or warranties, direct or implied, written or verbal, with respect to the Premises or any other property owned by Landlord.

37. COMPLIANCE WITH CIVIL RIGHTS AND EQUAL OPPORTUNITY LAWS

37.1 To the extent that the following Orders, Acts, Laws, and regulations apply to this Lease then Tenant shall comply with the requirements of (a) Title VII of the Civil Rights Act of 1964 (as amended), as well as Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967; (b) Title V, Sections 503 and 504 of the Rehabilitation Act of September 26, 1973, P.L. 93-112 (as amended), which prohibits discrimination on the basis of disability and requires Government contractors and subcontractors to take affirmative action to employ and advance in employment qualified handicapped individuals; (c) 41 CFR Chapter 60, which prescribes affirmative action requirements for government contractors and subcontractors; (d) the Age Discrimination in Employment Act of December 15, 1967, (as amended); (e) the Americans with Disabilities Act, 42 U.S.C. Sections 12111 et seq.; (f) Architectural Barriers Act of 1968, 42 U.S.C. Sections 4151 et seq.; and (g) all other Applicable Laws and Requirements relating to nondiscrimination in employment and in providing facilities and services to the public, and Tenant shall do nothing in advertising for employees that will prevent those covered by these laws from qualifying for such employment.

38. NOTICES

38.1 Any notice, consent or other communication required or permitted under this Lease shall be in writing and shall be delivered by hand, sent by courier, sent by prepaid registered or certified mail with return receipt requested, and shall be deemed to have been given on the earliest of (a) receipt, (b) one (1) business day after delivery to a courier for overnight expedited delivery service, or (c) five (5) business days after the date deposited in the United States mail, registered or certified, with postage prepaid and return receipt requested (provided that such return receipt must indicate receipt at the address specified), and addressed as appropriate to the following addresses (or to such other or further addresses as the Parties may designate by notice given in accordance with this Article 38):

If to Landlord: National Park Service
 U.S. Department of the Interior
 Golden Gate National Recreation Area
 Building 201 Fort Mason
 San Francisco, CA 94123
 Attention: Superintendent

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If to Tenant:

(b) (4), (b) (6)

And to:

39. LANDLORD'S RIGHT TO CURE DEFAULTS

39.1 If Tenant shall fail or neglect to do or perform any act or thing herein provided by it to be done or performed and such failure shall not be cured within the applicable grace period provided in Article 31 above, then Landlord may, but shall not be required to, do or perform or cause to be done or performed any other act or thing (entering upon the Premises for such purposes, if Landlord so elects), and Landlord shall not be or be held liable or in any way responsible for any loss, disturbance, inconvenience, annoyance or damage resulting to Tenant, Agents, Occupants, invitees or visitors on account thereof, and Tenant shall repay to Landlord upon demand the entire cost and expense thereof, including, without limitation, compensation to the agents, consultants and contractors of Landlord and expenses. Landlord may act upon shorter notice or no notice at all if necessary in Landlord's judgment to meet an emergency situation or governmental time limitation or to protect Landlord's interest in the Premises. Any act or thing done by Landlord pursuant to the provisions of this Article 39 shall not be or be construed as a waiver of any such Default by Tenant, or as a waiver of any term, covenant, agreement or condition herein contained or of the performance thereof.

40. LANDLORD'S RIGHT TO EXHIBIT THE PREMISES

40.1 During the final two (2) years of the Term, Landlord shall have the right to enter the Premises at all reasonable times during normal business hours and after giving twenty-four (24) hours prior notice for the purposes of exhibiting the same to prospective Tenants or developing plans for conversion of the same to full Park use after expiration of the Term. Landlord shall not take any action under this Article 40 that causes or is likely to cause material interference with Tenant's use and/or occupancy of the Premises under the terms of this Lease.

41. NO PARTNERSHIP OR JOINT VENTURE

41.1 Landlord is not for any purpose a partner or joint venturer of Tenant in the development or operation of the Premises or in any business conducted on the Premises. Landlord shall not under any circumstances be responsible or obligated for any losses or liabilities of Tenant.

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42. NO SUBORDINATION

42.1 Landlord's fee interest in the Premises and this Lease, as the same may be modified, amended or reinstated pursuant to Section 28.11 above, shall not be subject or subordinate (a) to any Leasehold Mortgage now or hereafter placed upon Tenant's interest in this Lease, or (b) any other liens or encumbrances hereafter affecting Tenant's interest in this Lease.

43. ANTI-DEFICIENCY ACT

43.1 In accordance with the Anti-Deficiency Act, 31 U.S.C. Section 1341, Tenant and Landlord agree that nothing contained in this Lease shall be construed as binding Landlord to expend, in any fiscal year, any sum in excess of the appropriation made by Congress for that fiscal year in furtherance of the subject matter of this Lease, or to involve Landlord in any contract or other obligation for the future expenditure of money in excess of such appropriations.

44. GENERAL PROVISIONS

44.1 No Congressional Conflict of Interest

No member or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Lease, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Lease if made with a corporation for its general benefit.

44.2 No Third Party Beneficiaries

This Lease shall not, nor be deemed nor construed to, confer upon any person or entity, other than the Parties hereto, any right or interest, including, without limiting the generality of the foregoing, any third party beneficiary status or any right to enforce any provision of this Lease.

44.3 No Preferential Renewal and Relocation Assistance

This Lease provides no right of renewal, and Tenant hereby waives any preferential right of renewal of this Lease or otherwise. No rights shall be acquired by virtue of this Lease entitling Tenant to claim benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646.

44.4 Memorandum of Lease

Tenant may record a Memorandum of Lease, at Tenant's cost and expense, in the Official Records of Marin County, California. If Tenant so elects, Tenant shall at Tenant's sole expense prepare the document(s) necessary for recordation and provide such documents to Landlord for Landlord's prior written approval. Following recordation, Tenant shall file a copy

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of the recorded Memorandum of Lease with the Superintendent of GGNRA and the Regional Director, Pacific West Region.

44.5 Broker's Commissions

Tenant warrants that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. Tenant shall defend and hold Landlord harmless from all damages resulting from any claims that may be asserted against Landlord by any other broker, finder or other person with whom the other party has or purportedly has dealt. The provisions of this Section 44.5 shall survive any termination of this Lease.

44.6 Severability

In case any one or more of the provisions of this Lease shall for any reason be held in a final disposition by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, or inapplicable due to assignment of this Lease by Landlord to any person or entity other than another governmental entity of the United States Government, such invalidity, illegality or unenforceability, or inapplicability of provisions solely applicable to a governmental entity of the United States Government shall not affect any other provision of this Lease, and this Lease shall be construed as if such invalid, illegal, unenforceable, or inapplicable provisions had not been contained in this Lease unless the rights and obligations of the Parties have been materially altered by such holding of invalidity, illegality or unenforceability.

44.7 Exhibits

Each of the exhibits referenced in this Lease is attached hereto and incorporated herein.

44.8 Time of the Essence

Time is hereby expressly declared to be of the essence of this Lease and of each and every term, covenant, agreement, condition and provision of this Lease.

44.9 Headings

Section and Subsection headings in this Lease are for convenience only and are not to be construed as a part of this Lease or in any way limiting or amplifying the provisions of this Lease.

44.10 Lease Construed as a Whole

The language in all parts of this Lease shall in all cases be construed as a whole according to its fair meaning and not strictly for or against either Landlord or Tenant. The Parties acknowledge that each party and its counsel have reviewed this Lease and participated in its drafting and therefore that the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed or applied in the interpretation of this Lease.

44.11 Meaning of Terms

Whenever the context so requires, the neuter gender shall include the masculine and the feminine, and the singular shall include the plural and vice versa.

44.12 Applicable Law

The laws of the United States shall govern the validity, construction and effect of this Lease.

44.13 Entire Lease

This instrument, together with the exhibits hereto, the Lease Disposition and Development Agreement and exhibits thereto, and that certain Revocable Permit for Construction dated as of October 10, 2006 (the "Permit"), constitute the entire agreement between Landlord and Tenant with respect to the subject matter of this Lease, the Lease Disposition and Development Agreement, and the Permit and supersedes all prior offers, negotiations, communications, discussions, correspondence oral and written. None of the provisions of the Lease Disposition and Development Agreement shall be merged by the Lease or any other instrument transferring title to any portion of the Premises, and neither the Lease nor any other instrument transferring title to any portion of the Premises shall affect the Lease Disposition and Development Agreement, except that in the event a provision of this Lease conflicts with a provision of the Lease Disposition and Development Agreement, the Lease provisions shall be controlling.

44.14 Amendments

This Lease may not be amended or modified in any respect whatsoever except by an instrument in writing signed by Landlord and Tenant.

44.15 Termination Not Merger

The voluntary sale or other surrender of this Lease by Tenant to Landlord, or a mutual cancellation thereof, or the termination thereof by Landlord pursuant to any provision contained in this Lease, shall not work a merger, but, at the option of Landlord, shall either

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terminate any or all existing Subleases or other occupancy agreements on the Premises, or operate as an assignment to Landlord of any or all of such Subleases or other occupancy agreements.

44.16 Time Periods

Any time period to be computed pursuant to this Lease shall be computed by excluding the first day and including the last day. If the last day falls on a Saturday, Sunday or holiday, the last day shall be extended until the next business day that the Landlord is open for business, but in no event shall the extension be for more than three (3) calendar days. All references to days shall mean calendar days unless otherwise specifically stated.

44.17 Joint and Several Liability

If there is one or more entity named as Tenant hereunder, the obligations and liabilities of the Tenant hereunder shall be joint and several.

44.18 Non-Liability of Officials, Trustees, and Employees

a. Notwithstanding anything to the contrary in this Lease, no elective or appointive board member, trustee, officer, or employee of Tenant shall be personally liable to Landlord, in the event of any default or breach by Tenant or for any obligation of Tenant under this Lease, nor shall any employee of Landlord be personally liable to Tenant, its successors or assigns, in the event of any default or breach by Landlord or for any obligation of Landlord under this Lease, except as provided in Section 44.18(b) below.

b. The limitation on liability in this section does not in any way affect any rights Landlord or Tenant may have to recover any funds, damages or costs incurred as a result of fraud.

44.19 Binding Upon Successors.

This Lease shall be binding upon and inure to the benefit of the administrators, executors, successors in interest, and assigns of each of the Parties. However, there shall be no assignment or transfer by Tenant except as permitted in Article 27 of this Lease. Any reference in this Lease to a specifically named Party shall be deemed to apply to any successor, administrator, executor, successor, or assign of such Party who has acquired an interest in compliance with the terms of this Lease or under law.

44.20 Approvals

a. Whenever this Lease calls for Landlord's approval, consent, or waiver, the written approval, consent, or waiver of the NPS Director or his/her delegate shall constitute the approval, consent, or waiver of Landlord.

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b. All approvals under this Lease shall be subject to a reasonableness standard, except where a sole discretion standard is specifically provided.

44.21 Counterparts

This Lease may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

IN WITNESS WHEREOF, Regional Director of the Pacific West Region of the National Park Service, acting on behalf of the United States, in the exercise of the delegated authority from the Secretary, as Landlord, and Tenant have executed this Lease by proper persons thereunto duly authorized.

LANDLORD:

NATIONAL PARK SERVICE

By:

Name:

Jonathan B. Jarvis

Title:

Regional Director

Date:


11/20/06

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TENANT:

FORT BAKER RETREAT GROUP LLC,
a California limited liability company

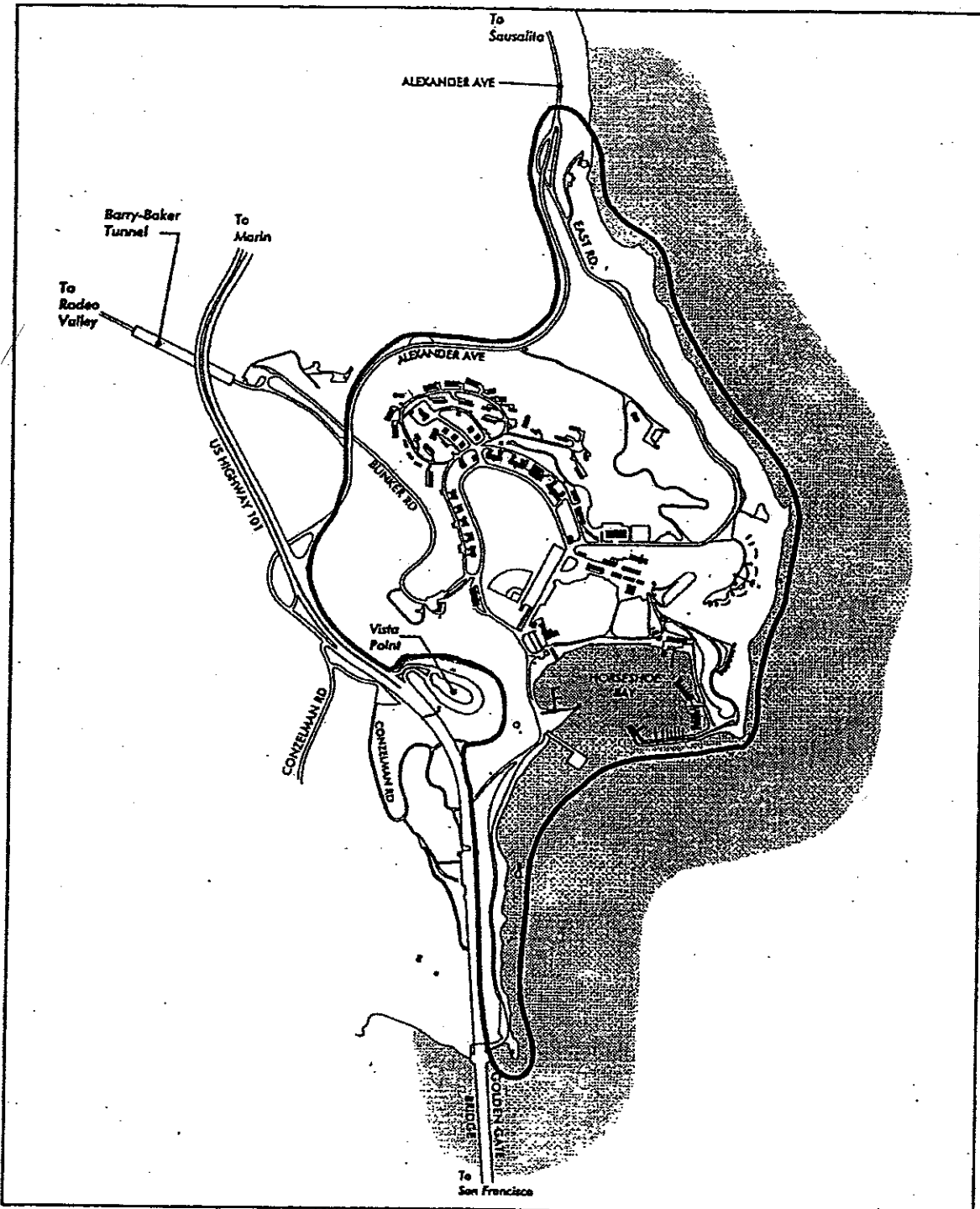
By: FBRG Manager, LLC,
a California limited liability company,
Its: Manager

By: 
D. Thomson Sargeant
Its: President

Date: 11/20/06

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FORT BAKER



Planning Area Boundary



DATE: October 1986



GOLDEN GATE
NATIONAL
PARKS
ASSOCIATION

EXHIBIT A

EXHIBIT B-1

LEGAL DESCRIPTION OF PREMISES

[Insert legal description of Premises prior to Lease execution]



**LEGAL DESCRIPTION
PARCELS ONE AND TWO
FOR THE
"RETREAT AT FORT BAKER"
PORTION OF GOLDEN GATE NATIONAL RECREATION AREA
"FORT BAKER MILITARY RESERVATION"
VICINITY OF SAUSALITO
MARIN COUNTY, CALIFORNIA**

December 6, 2006

Being a portion of that certain real property within the "Golden Gate National Recreation Area" designated as the "Lime Point Tract" granted to the United States of America by deed recorded in Liber "F" of Deeds at Page 127, also being a portion of the "Fort Baker Military Reservation" within "Rancho Sausalito", Official Records in the office of the Recorder, Marin County, State of California, being more particularly described as follows:

PARCEL ONE:

COMMENCING at a found 6" x 6" concrete monument located on the northerly right of way line of the "Sausalito Lateral" from which a found 6" x 6" concrete monument bears North 33° 55' 21" East 547.34 feet (North 32° 43' 58" East 545.78 feet), said concrete monuments are shown on that certain map entitled "Record of Survey of a Portion of Fort Baker Military Reservation described in a Deed to the State of California, recorded as Document No. 39501 in 1525 O.R. 7. Marin County, California", said Record of Survey was filed for record August 8, 1962 in Book 3 of Surveys at Page 23 Official Records in the office of the Recorder, Marin County, State of California. Said "Sausalito Lateral" being shown as "Parcel Five" on that certain map entitled "GGB & HD R/W within Fort Baker Military Reservation by Permit" Drawing No. M-1251.7 on file, office of the Department of Transportation District 4, said "Sausalito Lateral" being a road leading into the street system of the City of Sausalito. Said concrete monuments also being described within that certain State of California Quitclaim Deed from the State of California to the "United States National Park Service" recorded April 29, 1977 in Book 3194 at Page 400 as Document No. 21583, said Quitclaim Deed rerecorded by that certain State of California Quitclaim Deed from the State of California to the "United States of America and its assigns" recorded October 16, 1978 in Book 3448 at Page 234 as Document No. 50998; thence through the interior of said ("F" Deeds 127) South 34° 04' 20" West 155.76 feet to a found "Survey Spike" with tag "Towill", said "Survey Spike" is one of a series of found survey control points within and adjacent to the herein described real property; thence South 40° 51' 07" West 238.18 feet to a point on the northerly line of said parcel one, from which a found 6" x 6" concrete monument located on the northerly right of way line of the "Sausalito Lateral" bears North 45° 45' 40" West 539.96 feet; said point also being 58 feet more or less from the southerly right of way line of said "Sausalito Lateral" and being the **TRUE POINT OF BEGINNING** of the herein described parcel one boundary; thence continuing through the interior of said ("F" Deeds 127) the following seventy six (76) courses:
North 87°05'58" West 185.29 feet;
North 90°00'00" West 52.43 feet;

URS

North 86°07'33" West 82.02 feet;
South 25°31'21" West 34.22 feet;
South 73°49'50" West 118.15 feet;
South 15°15'37" East 18.69 feet;
South 49°42'38" West 13.35 feet to a point of curvature concave southeasterly;
along said curve concave southeasterly having a radius of 140.00 feet, southwesterly
through a central angle of 13° 53' 37" an arc length of 33.95 feet;
South 35°49'02" West 16.46 feet;
South 72°53'06" West 19.94 feet;
North 79°13'27" West 48.64 feet;
North 03°06'14" West 17.99 feet;
South 86°53'46" West 140.00 feet (18 feet more or less from the southerly right of way
line of said "Sausalito Lateral") from which a found 6"x 6" concrete monument bears
North 49° 03' 38" West 486.29 feet, said monument is as shown on said Record of
Survey (3 ROS 23) and as referenced within said documents (3194 OR 400) and (3448
OR 234), also a found 6"x 6" concrete monument bears North 69° 20' 19" West 1,014.23
feet, as shown on that certain map entitled "Parcel Two Calif. D.O.T. R/W Along Rte.
101 Across East Fort Baker by Permit" Drawing No. M-1251.5 on file, office of the
Department of Transportation District 4, also a found "Survey Spike" with tag "Towill"
bears South 79° 25' 48" West 560.98 feet;
South 03°06'14" East 80.00 feet;
South 29°17'48" East 21.14 feet;
South 28°14'27" West 124.05 feet to a point 15 feet more or less from the southerly right
of way line of said "Sausalito Lateral";
South 61°45'33" East 26.16 feet;
South 19°01'12" East 40.76 feet;
South 07°32'53" East 121.83 feet;
North 82°32'24" East 54.85 feet;
South 22°03'44" East 118.52 feet to a point of a non-tangent curve concave
southwesterly to which a radial bears North 49° 58' 43" East;
along said non-tangent curve concave southwesterly having a radius of 500.00 feet,
southeasterly through a central angle of 19° 23' 51" an arc length of 169.28 feet to a point
of reverse curvature concave northeasterly;
along said curve concave northeasterly having a radius of 500.00 feet, southeasterly
through a central angle of 20° 08' 10" an arc length of 175.72 feet;
South 40°45'36" East 41.67 feet;
South 90°00'00" East 33.75 feet to a point of a non-tangent curve concave southwesterly
to which a radial bears North 63° 42' 20" East;
along said non-tangent curve concave southwesterly having a radius of 1500.00 feet,
southeasterly through a central angle of 14° 42' 36" an arc length of 385.11 feet to a point
of compound curvature concave northwesterly;
along said curve concave northwesterly having a radius of 125.00 feet, southwesterly
through a central angle of 61° 52' 35" an arc length of 134.99 feet;
South 50°17'32" West 42.58 feet;
South 02°32'47" West 241.32 feet;
North 50°12'31" East 242.05 feet to a point of curvature concave southeasterly;
along said curve concave southeasterly having a radius of 80.00 feet, northeasterly
through a central angle of 39° 36' 54" an arc length of 55.31 feet;
North 89°49'25" East 22.60 feet to a point of curvature concave northwesterly;



along said curve concave northwesterly having a radius of 80.00 feet, northeasterly through a central angle of $86^{\circ} 02' 40''$ an arc length of 120.14 feet, to a point of compound curvature concave southwesterly;
along said curve concave southwesterly having a radius of 740.00 feet, northwesterly through a central angle of $27^{\circ} 11' 17''$ an arc length of 351.15 feet;
North $23^{\circ} 24' 31''$ West 232.89 feet to a point of curvature concave easterly;
along said curve concave easterly having a radius of 110.00 feet, northwesterly, northerly and northeasterly through a central angle of $57^{\circ} 44' 13''$ an arc length of 110.85 feet to a point of compound curvature concave southeasterly;
along said curve concave southeasterly having a radius of 180.00 feet, northeasterly, easterly and southeasterly through a central angle of $71^{\circ} 37' 11''$ an arc length of 225.00 feet;
South $74^{\circ} 03' 07''$ East 131.16 feet to a point of curvature concave southwesterly;
along said curve concave southwesterly having a radius of 500.00 feet, southeasterly through a central angle of $23^{\circ} 32' 44''$ an arc length of 205.47 feet;
South $50^{\circ} 30' 23''$ East 33.33 feet to a point of curvature concave southwesterly;
along said curve concave southwesterly having a radius of 450.00 feet, southeasterly through a central angle of $27^{\circ} 03' 43''$ an arc length of 212.54 feet;
South $23^{\circ} 26' 40''$ East 109.15 feet;
South $19^{\circ} 57' 07''$ East 171.43 feet from which a found "cut cross" on a manhole rim bears South $32^{\circ} 05' 52''$ West 333.24 feet, from said "cut cross" a found "Survey Spike" with tag "Towill" bears South $13^{\circ} 32' 30''$ East 1,382.74 feet, from said "cut cross" a found 2 inch Iron Pipe with tag L.S. 2798 bears South $29^{\circ} 16' 48''$ West 2,122.04 feet, said found 2 inch Iron Pipe is designated as "Corner No. 3" shown on that certain map entitled "Parcel Four GGB & HD R/W within Fort Baker Military Reservation by Permit" Drawing No. M-1251.6 on file, office of the Department of Transportation District 4, said found 2 inch Iron Pipe "Corner No. 3" is as described within "Parcel 2" in said State of California Quitclaim Deed from the State of California to the "United States National Park Service" recorded April 29, 1977 in Book 3194 at Page 400 as Document No. 21583, said Quitclaim Deed rerecorded by that certain State of California Quitclaim Deed from the State of California to the "United States of America and its assigns" recorded October 16, 1978 in Book 3448 at Page 234 as Document No. 50998, from said found 2" Iron Pipe "Corner No. 3" a found 2 inch Iron Pipe with tag L.S. 2798 bears North $81^{\circ} 54' 29''$ East 93.76 feet, another found 2 inch Iron Pipe bears South $04^{\circ} 02' 47''$ East 334.21 feet;
North $62^{\circ} 17' 02''$ East 146.15 feet;
North $19^{\circ} 13' 38''$ West 314.27 feet;
North $24^{\circ} 15' 02''$ West 60.52 feet;
North $59^{\circ} 20' 57''$ East 101.62 feet;
South $71^{\circ} 28' 37''$ East 72.10 feet;
North $18^{\circ} 30' 56''$ East 56.77 feet;
North $64^{\circ} 10' 09''$ West 6.74 feet to a point of curvature concave northeasterly;
along said curve concave northeasterly having a radius of 66.00 feet, northwesterly through a central angle of $39^{\circ} 23' 35''$ an arc length of 45.38 feet to a point of reverse curvature concave southwesterly;
along said curve concave southwesterly having a radius of 25.00 feet, northwesterly, through a central angle of $62^{\circ} 32' 16''$ an arc length of 27.29 feet;
North $87^{\circ} 18' 50''$ West 5.47 feet;
North $28^{\circ} 12' 10''$ West 53.84 feet;



North 63°41'58" East 45.64 feet;
South 88°03'36" East 5.13 feet to a point of curvature concave northwesterly;
along said curve concave northwesterly having a radius of 58.00 feet, easterly and
northerly through a central angle of 107° 53' 53" an arc length of 109.22 feet;
North 15°57'29" West 132.09 feet;
North 00°27'35" West 23.19 feet;
North 24°13'35" West 25.01 feet;
North 12°51'22" West 29.68 feet to a point of curvature concave southwesterly;
along said curve concave southwesterly having a radius of 70.00 feet, northwesterly
through a central angle of 35° 04' 31" an arc length of 42.85 feet;
North 47°55'53" West 53.94 feet to a point of curvature concave southerly;
along said curve concave southerly having a radius of 60.00 feet, northwesterly, westerly
and southwesterly through a central angle of 76° 49' 00" an arc length of 80.44 feet;
South 55°15'07" West 46.08 feet to a point of curvature concave northerly;
along said curve concave northerly having a radius of 25.00 feet, southwesterly, westerly
and northwesterly through a central angle of 62° 30' 23" an arc length of 27.27 feet;
North 62°14'30" West 47.26 feet;
North 78°08'29" West 46.33 feet;
North 68°08'26" West 117.32 feet to a point of a non-tangent curve concave northerly to
which a radial bears South 12° 28' 27" East;
along said curve concave northerly having a radius of 189.77 feet, westerly through a
central angle of 20° 11' 44" an arc length of 66.89 feet;
North 37°48'17" East 25.96 feet;
North 34°00'17" West 114.22 feet;
North 49°34'45" West 77.13 feet;
North 33°45'02" West 47.88 feet;
North 90°00'00" West 75.31 feet;
North 70°06'33" West 116.38 feet to the **TRUE POINT OF BEGINNING.**

Containing 1,200,458 square feet of land (27.559 acres), more or less.

EXCEPTING AND RESERVING therefrom the following three parcels of real property and all improvements thereon currently known as "Fort Baker Military Reservation" Buildings 533, 546 and 636 being more particularly described as follows:

BUILDING 533:

COMMENCING at a found 6" x 6" concrete monument located on the northerly right of way line of the "Sausalito Lateral" from which a found 6" x 6" concrete monument bears North 33 55' 21" East 547.34 feet (North 32° 43' 58" East 545.78 feet), said concrete monuments are shown on that certain map entitled "Record of Survey of a Portion of Fort Baker Military Reservation described in a Deed to the State of California, recorded as Document No. 39501 in 1525 O.R. 7. Marin County, California", said Record of Survey was filed for record August 8, 1962 in Book 3 of Surveys at Page 23 Official Records in the office of the Recorder, Marin County, State of California. Said "Sausalito Lateral" being shown as "Parcel Five" on that certain map entitled "GGB & HD R/W within Fort Baker Military Reservation by Permit" Drawing No. M-1251.7 on file, office of the Department of Transportation District 4, said "Sausalito Lateral" being a road leading into the street system of the City of Sausalito. Said concrete monuments also being



described within that certain State of California Quitclaim Deed from the State of California to the "United States National Park Service" recorded April 29, 1977 in Book 3194 at Page 400 as Document No. 21583, said Quitclaim Deed rerecorded by that certain State of California Quitclaim Deed from the State of California to the "United States of America and its assigns" recorded October 16, 1978 in Book 3448 at Page 234 as Document No. 50998; thence through the interior of said ("F" Deeds 127) South 34° 04' 20" West 155.76 feet to a found "Survey Spike" with tag "Towill", said "Survey Spike" is one of a series of found survey control points within and adjacent to the herein described real property; thence South 40° 51' 07" West 238.18 feet to a point on the northerly line of said parcel one, from which a found 6" x 6" concrete monument located on the northerly right of way line of the "Sausalito Lateral" bears North 45° 45' 40" West 539.96 feet; said point also being 58 feet more or less from the southerly right of way line of said "Sausalito Lateral"; thence continuing through the interior of said ("F" Deeds 127) the following five (5) courses:

North 87°05'58" West 185.29 feet;

North 90°00'00" West 52.43 feet;

North 86°07'33" West 82.02 feet;

South 25°31'21" West 34.22 feet;

South 30° 28' 42" West 246.89 feet to a point on the base of the foundation wall at the existing surface grade of said Building 533 and being the **TRUE POINT OF**

BEGINNING; thence along the perimeter of the foundation wall of said Building 533 through the interior of said parcel one the following twenty (20) courses:

South 52° 08' 03" West 26.10 feet;

South 38° 04' 57" East 44.16 feet;

South 52° 17' 09" West 7.68 feet;

South 37° 36' 51" East 12.78 feet;

South 52° 16' 44" West 1.53 feet;

South 38° 18' 04" East 25.30 feet;

South 51° 32' 24" West 6.55 feet;

South 38° 04' 25" East 15.57 feet;

North 51° 39' 45" East 6.17 feet;

South 46° 04' 26" East 1.66 feet;

North 52° 01' 17" East 44.53 feet;

North 36° 53' 46" West 8.49 feet;

North 52° 05' 07" East 6.27 feet;

North 38° 09' 01" West 25.52 feet;

South 51° 15' 48" West 6.41 feet;

North 37° 42' 51" West 8.60 feet;

South 58° 05' 07" West 1.96 feet;

North 38° 38' 54" West 12.83 feet;

South 51° 51' 40" West 7.06 feet;

North 38° 03' 09" West 43.85 feet to the **TRUE POINT OF BEGINNING**.

Containing 3,831 square feet of land (0.088 acre), more or less.

BUILDING 546:

COMMENCING at a found 6" x 6" concrete monument located on the northerly right of way line of the "Sausalito Lateral" from which a found 6" x 6" concrete monument bears



North 33° 55' 21" East 547.34 feet (North 32° 43' 58" East 545.78 feet), said concrete monuments are shown on that certain map entitled "Record of Survey of a Portion of Fort Baker Military Reservation described in a Deed to the State of California, recorded as Document No. 39501 in 1525 O.R. 7. Marin County, California", said Record of Survey was filed for record August 8, 1962 in Book 3 of Surveys at Page 23 Official Records in the office of the Recorder, Marin County, State of California. Said "Sausalito Lateral" being shown as "Parcel Five" on that certain map entitled "GGB & HD R/W within Fort Baker Military Reservation by Permit" Drawing No. M-1251.7 on file, office of the Department of Transportation District 4, said "Sausalito Lateral" being a road leading into the street system of the City of Sausalito. Said concrete monuments also being described within that certain State of California Quitclaim Deed from the State of California to the "United States National Park Service" recorded April 29, 1977 in Book 3194 at Page 400 as Document No. 21583, said Quitclaim Deed rerecorded by that certain State of California Quitclaim Deed from the State of California to the "United States of America and its assigns" recorded October 16, 1978 in Book 3448 at Page 234 as Document No. 50998; thence through the interior of said ("F" Deeds 127) South 34° 04' 20" West 155.76 feet to a found "Survey Spike" with tag "Towill", said "Survey Spike" is one of a series of found survey control points within and adjacent to the herein described real property; thence South 40° 51' 07" West 238.18 feet to a point on the northerly line of said parcel one, from which a found 6" x 6" concrete monument located on the northerly right of way line of the "Sausalito Lateral" bears North 45° 45' 40" West 539.96 feet; said point also being 58 feet more or less from the southerly right of way line of said "Sausalito Lateral"; thence continuing through the interior of said ("F" Deeds 127) the following twenty one (21) courses:

North 87° 05' 58" West 185.29 feet;
North 90° 00' 00" West 52.43 feet;
North 86° 07' 33" West 82.02 feet;
South 25° 31' 21" West 34.22 feet;
South 73° 49' 50" West 118.15 feet;
South 15° 15' 37" East 18.69 feet;
South 49° 42' 38" West 13.35 feet to a point of curvature concave southeasterly;
along said curve concave southeasterly having a radius of 140.00 feet, southwesterly through a central angle of 13° 53' 37" an arc length of 33.95 feet;
South 35° 49' 02" West 16.46 feet;
South 72° 53' 06" West 19.94 feet;
North 79° 13' 27" West 48.64 feet;
North 03° 06' 14" West 17.99 feet;
South 86° 53' 46" West 140.00 feet (18 feet more or less from the southerly right of way line of said "Sausalito Lateral") from which a found 6" x 6" concrete monument bears North 49° 03' 38" West 486.29 feet, said monument is as shown on said Record of Survey (3 ROS 23) and as referenced within said documents (3194 OR 400) and (3448 OR 234), also a found 6" x 6" concrete monument bears North 69° 20' 19" West 1,014.23 feet, as shown on that certain map entitled "Parcel Two Calif. D.O.T. R/W Along Rte. 101 Across East Fort Baker by Permit" Drawing No. M-1251.5 on file, office of the Department of Transportation District 4, also a found "Survey Spike" with tag "Towill" bears South 79° 25' 48" West 560.98 feet;
South 03° 06' 14" East 80.00 feet;
South 29° 17' 48" East 21.14 feet;



South 28°14'27" West 124.05 feet to a point 15 feet more or less from the southerly right of way line of said "Sausalito Lateral";

South 61°45'33" East 26.16 feet;

South 19°01'12" East 40.76 feet;

South 07°32'53" East 121.83 feet;

North 82°32'24" East 54.85 feet;

South 85° 32'59" East 33.52 feet to a point on the base of the foundation wall at the existing surface grade of said Building 546 and being the **TRUE POINT OF**

BEGINNING; thence along the perimeter of the foundation wall of said Building 546 through the interior of said parcel one the following four (4) courses:

North 67° 44' 30" East 24.26 feet;

South 22° 03' 44" East 59.88 feet;

South 67° 40' 35" West 24.28 feet;

North 22° 02' 53" West 59.91 feet to the **TRUE POINT OF BEGINNING**.

Containing 1,454 square feet of land (0.033 acre), more or less.

BUILDING 636:

COMMENCING at a found 6" x 6" concrete monument located on the northerly right of way line of the "Sausalito Lateral" from which a found 6" x 6" concrete monument bears North 33 55' 21" East 547.34 feet (North 32° 43' 58" East 545.78 feet), said concrete monuments are shown on that certain map entitled "Record of Survey of a Portion of Fort Baker Military Reservation described in a Deed to the State of California, recorded as Document No. 39501 in 1525 O.R. 7. Marin County, California", said Record of Survey was filed for record August 8, 1962 in Book 3 of Surveys at Page 23 Official Records in the office of the Recorder, Marin County, State of California. Said "Sausalito Lateral" being shown as "Parcel Five" on that certain map entitled "GGB & HD R/W within Fort Baker Military Reservation by Permit" Drawing No. M-1251.7 on file, office of the Department of Transportation District 4, said "Sausalito Lateral" being a road leading into the street system of the City of Sausalito. Said concrete monuments also being described within that certain State of California Quitclaim Deed from the State of California to the "United States National Park Service" recorded April 29, 1977 in Book 3194 at Page 400 as Document No. 21583, said Quitclaim Deed rerecorded by that certain State of California Quitclaim Deed from the State of California to the "United States of America and its assigns" recorded October 16, 1978 in Book 3448 at Page 234 as Document No. 50998; thence through the interior of said ("F" Deeds 127) South 34° 04' 20" West 155.76 feet to a found "Survey Spike" with tag "Towill", said "Survey Spike" is one of a series of found survey control points within and adjacent to the herein described real property; thence South 40° 51' 07" West 238.18 feet to a point on the northerly line of said parcel one, from which a found 6" x 6" concrete monument located on the northerly right of way line of the "Sausalito Lateral" bears North 45° 45' 40" West 539.96 feet; said point also being 58 feet more or less from the southerly right of way line of said "Sausalito Lateral" thence continuing through the interior of said ("F" Deeds 127) the following forty six (46) courses:

North 87°05'58" West 185.29 feet;

North 90°00'00" West 52.43 feet;

North 86°07'33" West 82.02 feet;

South 25°31'21" West 34.22 feet;

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South 73°49'50" West 118.15 feet;
South 15°15'37" East 18.69 feet;
South 49°42'38" West 13.35 feet to a point of curvature concave southeasterly;
along said curve concave southeasterly having a radius of 140.00 feet, southwesterly
through a central angle of 13° 53' 37" an arc length of 33.95 feet;
South 35°49'02" West 16.46 feet;
South 72°53'06" West 19.94 feet;
North 79°13'27" West 48.64 feet;
North 03°06'14" West 17.99 feet;
South 86°53'46" West 140.00 feet (18 feet more or less from the southerly right of way
line of said "Sausalito Lateral") from which a found 6"x 6" concrete monument bears
North 49° 03' 38" West 486.29 feet, said monument is as shown on said Record of
Survey (3 ROS 23) and as referenced within said documents (3194 OR 400) and (3448
OR 234), also a found 6"x 6" concrete monument bears North 69° 20' 19" West 1,014.23
feet, as shown on that certain map entitled "Parcel Two Calif. D.O.T. R/W Along Rte.
101 Across East Fort Baker by Permit" Drawing No. M-1251.5 on file, office of the
Department of Transportation District 4, also a found "Survey Spike" with tag "Towill"
bears South 79° 25' 48" West 560.98 feet;
South 03°06'14" East 80.00 feet;
South 29°17'48" East 21.14 feet;
South 28°14'27" West 124.05 feet to a point 15 feet more or less from the southerly right
of way line of said "Sausalito Lateral";
South 61°45'33" East 26.16 feet;
South 19°01'12" East 40.76 feet;
South 07°32'53" East 121.83 feet;
North 82°32'24" East 54.85 feet;
South 22°03'44" East 118.52 feet to a point of a non-tangent curve concave
southwesterly to which a radial bears North 49° 58' 43" East;
along said non-tangent curve concave southwesterly having a radius of 500.00 feet,
southeasterly through a central angle of 19° 23' 51" an arc length of 169.28 feet to a point
of reverse curvature concave northeasterly;
along said curve concave northeasterly having a radius of 500.00 feet, southeasterly
through a central angle of 20° 08' 10" an arc length of 175.72 feet;
South 40°45'36" East 41.67 feet;
South 90°00'00" East 33.75 feet to a point of a non-tangent curve concave southwesterly
to which a radial bears North 63° 42' 20" East;
along said non-tangent curve concave southwesterly having a radius of 1500.00 feet,
southeasterly through a central angle of 14° 42' 36" an arc length of 385.11 feet to a point
of compound curvature concave northwesterly;
along said curve concave northwesterly having a radius of 125.00 feet, southwesterly
through a central angle of 61° 52' 35" an arc length of 134.99 feet;
South 50°17'32" West 42.58 feet;
South 02°32'47" West 241.32 feet;
North 50°12'31" East 242.05 feet to a point of curvature concave southeasterly;
along said curve concave southeasterly having a radius of 80.00 feet, northeasterly
through a central angle of 39° 36' 54" an arc length of 55.31 feet;
North 89°49'25" East 22.60 feet to a point of curvature concave northwesterly;



along said curve concave northwesterly having a radius of 80.00 feet, northeasterly through a central angle of $86^{\circ} 02' 40''$ an arc length of 120.14 feet, to a point of compound curvature concave southwesterly;
along said curve concave southwesterly having a radius of 740.00 feet, northwesterly through a central angle of $27^{\circ} 11' 17''$ an arc length of 351.15 feet;
North $23^{\circ} 24' 31''$ West 232.89 feet to a point of curvature concave easterly; along said curve concave easterly having a radius of 110.00 feet, northwesterly, northerly and northeasterly through a central angle of $57^{\circ} 44' 13''$ an arc length of 110.85 feet to a point of compound curvature concave southeasterly;
along said curve concave southeasterly having a radius of 180.00 feet, northeasterly, easterly and southeasterly through a central angle of $71^{\circ} 37' 11''$ an arc length of 225.00 feet;
South $74^{\circ} 03' 07''$ East 131.16 feet to a point of curvature concave southwesterly;
along said curve concave southwesterly having a radius of 500.00 feet, southeasterly through a central angle of $23^{\circ} 32' 44''$ an arc length of 205.47 feet;
South $50^{\circ} 30' 23''$ East 33.33 feet to a point of curvature concave southwesterly;
along said curve concave southwesterly having a radius of 450.00 feet, southeasterly through a central angle of $27^{\circ} 03' 43''$ an arc length of 212.54 feet;
South $23^{\circ} 26' 40''$ East 109.15 feet;
South $19^{\circ} 57' 07''$ East 171.43 feet from which a found "cut cross" on a manhole rim bears South $32^{\circ} 05' 52''$ West 333.24 feet, from said "cut cross" a found "Survey Spike" with tag "Towill" bears South $13^{\circ} 32' 30''$ East 1,382.74 feet, from said "cut cross" a found 2 inch Iron Pipe with tag L.S. 2798 bears South $29^{\circ} 16' 48''$ West 2,122.04 feet, said found 2 inch Iron Pipe is designated as "Corner No. 3" shown on that certain map entitled "Parcel Four GGB & HD R/W within Fort Baker Military Reservation by Permit" Drawing No. M-1251.6 on file, office of the Department of Transportation District 4, said found 2 inch Iron Pipe "Corner No. 3" is as described within "Parcel 2" in said State of California Quitclaim Deed from the State of California to the "United States National Park Service" recorded April 29, 1977 in Book 3194 at Page 400 as Document No. 21583, said Quitclaim Deed rerecorded by that certain State of California Quitclaim Deed from the State of California to the "United States of America and its assigns" recorded October 16, 1978 in Book 3448 at Page 234 as Document No. 50998, from said found 2 inch Iron Pipe "Corner No. 3" a found 2 inch Iron Pipe with tag L.S. 2798 bears North $81^{\circ} 54' 29''$ East 93.76 feet, another found 2 inch Iron Pipe bears South $04^{\circ} 02' 47''$ East 334.21 feet;
North $62^{\circ} 17' 02''$ East 146.15 feet;
North $19^{\circ} 13' 38''$ West 314.27 feet;
North $24^{\circ} 15' 02''$ West 60.52 feet;
South $76^{\circ} 42' 54''$ West 28.31 feet to a point on the base of the foundation wall at the existing surface grade of said building 636 and being the **TRUE POINT OF BEGINNING**; thence along the perimeter of the foundation wall of said building 636 through the interior of said parcel one the following sixteen (16) courses:
South $53^{\circ} 16' 40''$ West 36.12 feet;
North $36^{\circ} 39' 51''$ West 72.59 feet;
North $53^{\circ} 30' 16''$ East 45.01 feet;
North $36^{\circ} 38' 26''$ West 27.64 feet;
South $53^{\circ} 22' 15''$ West 59.04 feet;
North $36^{\circ} 50' 39''$ West 8.90 feet;
South $53^{\circ} 17' 02''$ West 27.69 feet;

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South 36° 28' 23" East 58.77 feet;
South 52° 31' 00" West 11.01 feet;
South 36° 29' 49" East 27.86 feet;
North 53° 35' 18" East 11.35 feet;
South 36° 50' 13" East 58.67 feet;
North 53° 42' 42" East 27.62 feet;
North 37° 05' 13" West 8.97 feet;
North 53° 03' 13" East 50.10 feet;
North 36° 43' 46" West 27.50 feet to the **TRUE POINT OF BEGINNING.**

Containing 8,378 square feet of land (0.192 acre), more or less.

PARCEL TWO:

COMMENCING at a found 6" x 6" concrete monument located on the northerly right of way line of the "Sausalito Lateral" from which a found 6" x 6" concrete monument bears North 33° 55' 21" East 547.34 feet (North 32° 43' 58" East 545.78 feet), said concrete monuments are shown on that certain map entitled "Record of Survey of a Portion of Fort Baker Military Reservation described in a Deed to the State of California, recorded as Document No. 39501 in 1525 O.R. 7. Marin County, California", said Record of Survey was filed for record August 8, 1962 in Book 3 of Surveys at Page 23 Official Records in the office of the Recorder, Marin County, State of California. Said "Sausalito Lateral" being shown as "Parcel Five" on that certain map entitled "GGB & HD R/W within Fort Baker Military Reservation by Permit" Drawing No. M-1251.7 on file, office of the Department of Transportation District 4, said "Sausalito Lateral" being a road leading into the street system of the City of Sausalito. Said concrete monuments also being described within that certain State of California Quitclaim Deed from the State of California to the "United States National Park Service" recorded April 29, 1977 in Book 3194 at Page 400 as Document No. 21583, said Quitclaim Deed rerecorded by that certain State of California Quitclaim Deed from the State of California to the "United States of America and its assigns" recorded October 16, 1978 in Book 3448 at Page 234 as Document No. 50998; thence through the interior of said ("F" Deeds 127) South 34° 04' 20" West 155.76 feet to a found "Survey Spike" with tag "Towill", said "Survey Spike" is one of a series of found survey control points within and adjacent to the herein described real property; thence South 40° 51' 07" West 238.18 feet to a point on the northerly line of said parcel one, from which a found 6" x 6" concrete monument located on the northerly right of way line of the "Sausalito Lateral" bears North 45° 45' 40" West 539.96 feet; said point also being 58 feet more or less from the southerly right of way line of said "Sausalito Lateral" thence continuing through the interior of said ("F" Deeds 127) the following thirty (30) courses:
North 87° 05' 58" West 185.29 feet;
North 90° 00' 00" West 52.43 feet;
North 86° 07' 33" West 82.02 feet;
South 25° 31' 21" West 34.22 feet;
South 73° 49' 50" West 118.15 feet;
South 15° 15' 37" East 18.69 feet;
South 49° 42' 38" West 13.35 feet to a point of curvature concave southeasterly;
along said curve concave southeasterly having a radius of 140.00 feet, southwesterly through a central angle of 13° 53' 37" an arc length of 33.95 feet;



South 35°49'02" West 16.46 feet;
South 72°53'06" West 19.94 feet;
North 79°13'27" West 48.64 feet;
North 03°06'14" West 17.99 feet;
South 86°53'46" West 140.00 feet (18 feet more or less from the southerly right of way line of said "Sausalito Lateral") from which a found 6"x 6" concrete monument bears North 49° 03' 38" West 486.29 feet, said monument is as shown on said Record of Survey (3 ROS 23) and as referenced within said documents (3194 OR 400) and (3448 OR 234), also a found 6"x 6" concrete monument bears North 69° 20' 19" West 1,014.23 feet, as shown on that certain map entitled "Parcel Two Calif. D.O.T. R/W Along Rte. 101 Across East Fort Baker by Permit" Drawing No. M-1251.5 on file, office of the Department of Transportation District 4, also a found "Survey Spike" with tag "Towill" bears South 79° 25' 48" West 560.98 feet;
South 03°06'14" East 80.00 feet;
South 29°17'48" East 21.14 feet;
South 28°14'27" West 124.05 feet to a point 15 feet more or less from the southerly right of way line of said "Sausalito Lateral";
South 61°45'33" East 26.16 feet;
South 19°01'12" East 40.76 feet;
South 07°32'53" East 121.83 feet;
North 82°32'24" East 54.85 feet;
South 22°03'44" East 118.52 feet to a point of a non tangent curve concave southwesterly to which a radial bears North 49° 58' 43" East;
along said non tangent curve concave southwesterly having a radius of 500.00 feet, southeasterly through a central angle of 19° 23' 51" an arc length of 169.28 feet to a point of reverse curvature concave northeasterly;
along said curve concave northeasterly having a radius of 500.00 feet, southeasterly through a central angle of 20° 08' 10" an arc length of 175.72 feet;
South 40°45'36" East 41.67 feet;
South 90°00'00" East 33.75 feet to a point of a non tangent curve concave southwesterly to which a radial bears North 63° 42' 20" East;
along said non tangent curve concave southwesterly having a radius of 1500.00 feet, southeasterly through a central angle of 14° 42' 36" an arc length of 385.11 feet to a point of compound curvature concave northwesterly;
along said curve concave northwesterly having a radius of 125.00 feet, southwesterly through a central angle of 61° 52' 35" an arc length of 134.99 feet;
South 50°17'32" West 42.58 feet;
South 02°32'47" West 241.32 feet;
South 01° 12' 11" West 31.70 feet to a point on the westerly line of the herein described parcel two and being the **TRUE POINT OF BEGINNING**; thence continuing through the interior of said ("F" Deeds 127) the following twenty one (21) courses:
South 80° 39' 21" East 38.54 feet;
South 09° 22' 42" West 96.18 feet;
South 76° 56' 27" East 45.03 feet;
South 81° 26' 10" East 41.40 feet;
South 85° 36' 39" East 21.50 feet to a point of curvature concave northerly;
along said curve concave northerly having a radius of 55.00 feet, easterly through a central angle of 11° 19' 59" an arc length of 10.88 feet;
North 83° 03' 21" East 25.85 feet to a point of curvature concave southerly;

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along said curve concave southerly having a radius of 150.00 feet, easterly through a central angle of $12^{\circ} 14' 29''$ an arc length of 32.05 feet;
South $84^{\circ} 42' 09''$ East 73.67 feet to a point of curvature concave southerly;
along said curve concave southerly having a radius of 290.00 feet, southeasterly through a central angle of $04^{\circ} 47' 48''$ an arc length of 24.28 feet;
South $79^{\circ} 54' 21''$ East 13.95 feet to a point of curvature concave northerly;
along said curve concave northerly having a radius of 120.00 feet, easterly through a central angle of $22^{\circ} 18' 41''$ an arc length of 46.73 feet;
North $77^{\circ} 46' 58''$ East 19.11 feet;
North $22^{\circ} 42' 16''$ West 68.13 feet;
North $17^{\circ} 34' 08''$ West 62.37 feet;
North $14^{\circ} 20' 34''$ West 69.92 feet;
North $02^{\circ} 38' 02''$ East 92.25 feet from which a found "cut cross" on a manhole rim bears South $88^{\circ} 49' 31''$ East 465.08 feet, from said "cut cross" a found "Survey Spike" with tag "Towill" bears South $13^{\circ} 32' 30''$ East 1,382.74 feet, from said "cut cross" a found 2" Iron Pipe with tag L.S. 2798 bears South $29^{\circ} 16' 48''$ West 2,122.04 feet, said found 2" Iron Pipe is designated as "Corner No. 3" shown on that certain map entitled "Parcel Four GGB & HD R/W within Fort Baker Military Reservation by Permit" Drawing No. M-1251.6 on file, office of the Department of Transportation District 4, said found 2" Iron Pipe "Corner No. 3" is as described within "Parcel 2" in said State of California Quitclaim Deed from the State of California to the "United States National Park Service" recorded April 29, 1977 in Book 3194 at Page 400 as Document No. 21583, said Quitclaim Deed rerecorded by that certain State of California Quitclaim Deed from the State of California to the "United States of America and its assigns" recorded October 16, 1978 in Book 3448 at Page 234 as Document No. 50998, from said found 2" Iron Pipe "Corner No. 3" a 2" Iron Pipe with tag L.S. 2798 bears North $81^{\circ} 54' 29''$ East 93.76 feet, another 2" Iron Pipe bears South $04^{\circ} 02' 47''$ East 334.21 feet;
North $74^{\circ} 11' 28''$ West 60.68 feet to a point of curvature concave southerly;
along said curve concave southerly having a radius of 50.00 feet, westerly through a central angle of $21^{\circ} 29' 31''$ an arc length of 18.76 feet to a point of compound curvature concave southeasterly; along said curve concave southeasterly having a radius of 100.00 feet, southwesterly through a central angle of $34^{\circ} 22' 39''$ an arc length of 60.00 feet South $49^{\circ} 56' 22''$ West 240.06 feet to the **TRUE POINT OF BEGINNING**.

Containing 74,482 square feet of land (1.710 acres), more or less.

This legal description is based upon a field survey and record information. The Basis of Bearings is based upon NAD83 (1992) CCS Zone 3.

The attached Plat Maps prepared by URS Corporation are made a part of this description and show the intent of this description.



PLAT MAP

TO ACCOMPANY LEGAL DESCRIPTION

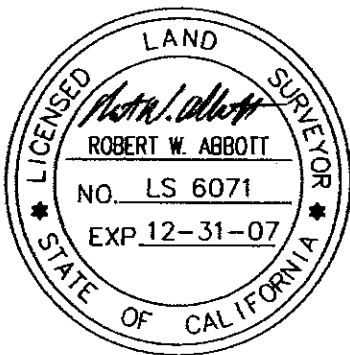
DECEMBER 6, 2006

VICINITY MAP

GOLDEN GATE NATIONAL
RECREATION AREA

MARIN COUNTY

"FORT BARRY"



Robert W. Abbott
ROBERT W. ABBOTT PLS 6071
LICENSE EXPIRES 12/31/07

SAUSALITO

STATE HIGHWAY 101

SAUSALITO

LATERAL

PARCEL ONE

"FORT BAKER"

PARCEL TWO

GOLDEN GATE
BRIDGE



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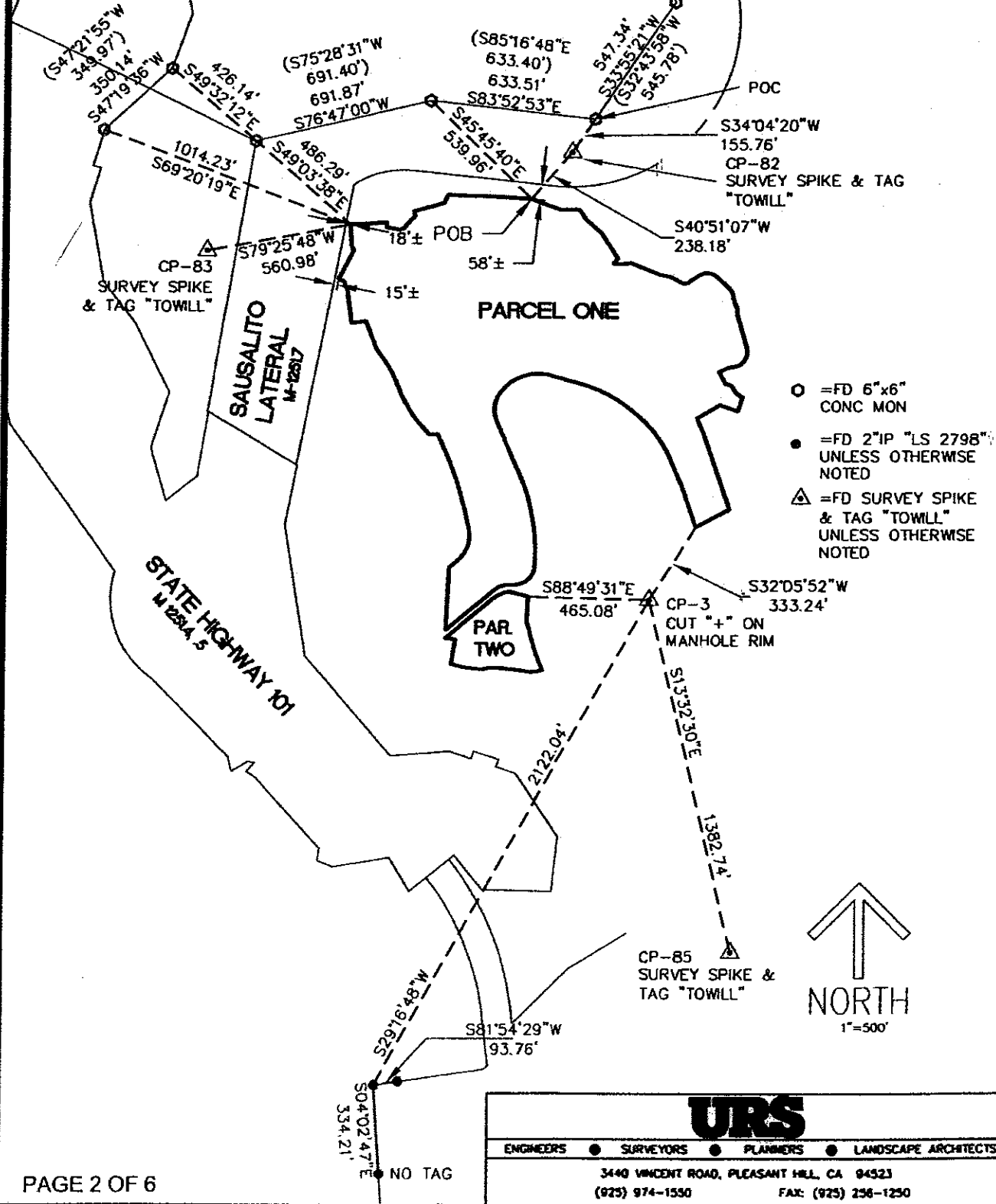
3440 VINCENT ROAD, PLEASANT HILL, CA 94523

(925) 974-1530

FAX: (925) 236-1230

PLAT MAP

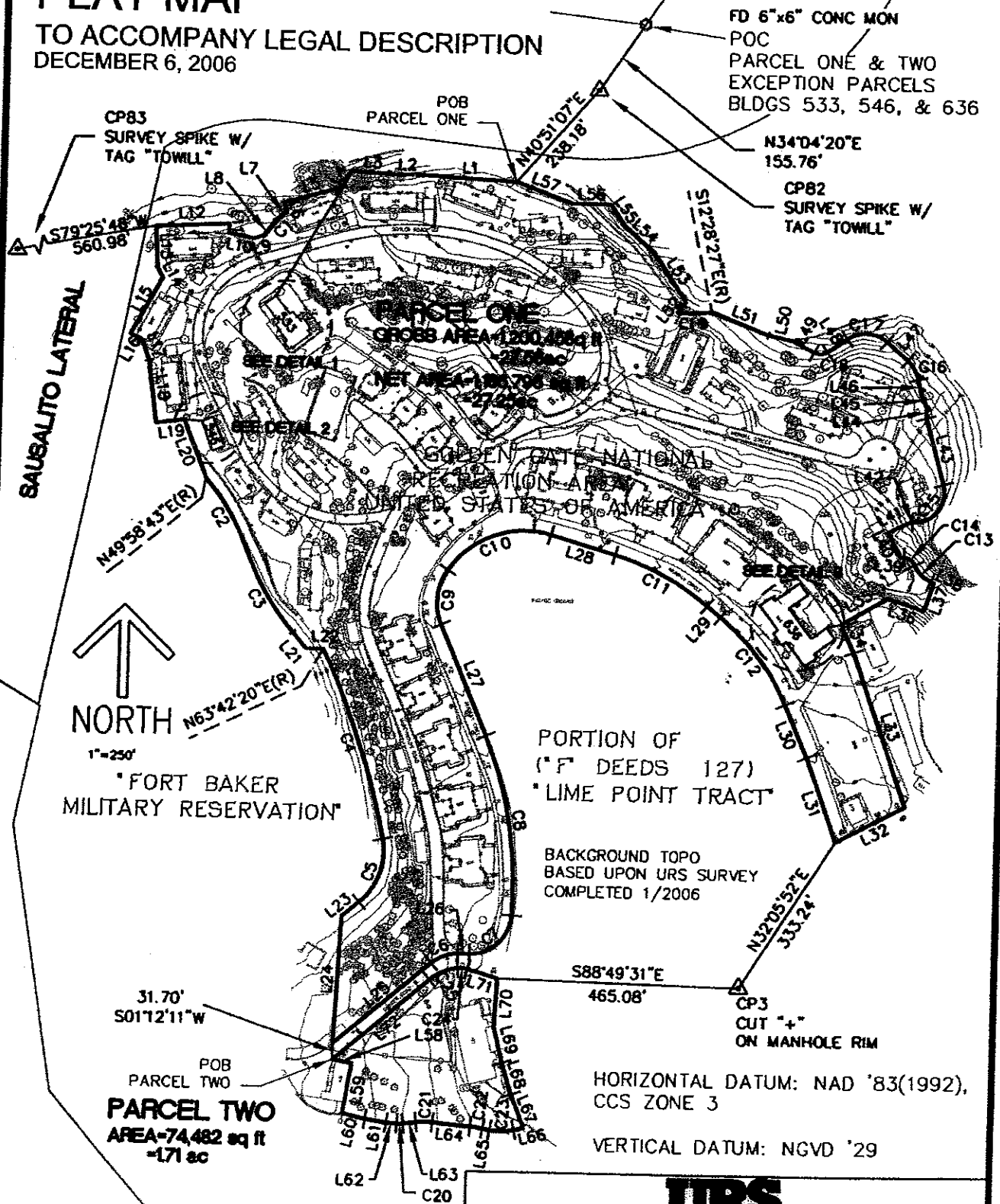
TO ACCOMPANY LEGAL DESCRIPTION
DECEMBER 6, 2006



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3440 VINCENT ROAD, PLEASANT HILL, CA 94523						
(925) 974-1550 FAX: (925) 256-1250						

PLAT MAP

TO ACCOMPANY LEGAL DESCRIPTION
DECEMBER 6, 2006



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3440 VINCENT ROAD, PLEASANT HILL, CA 94523

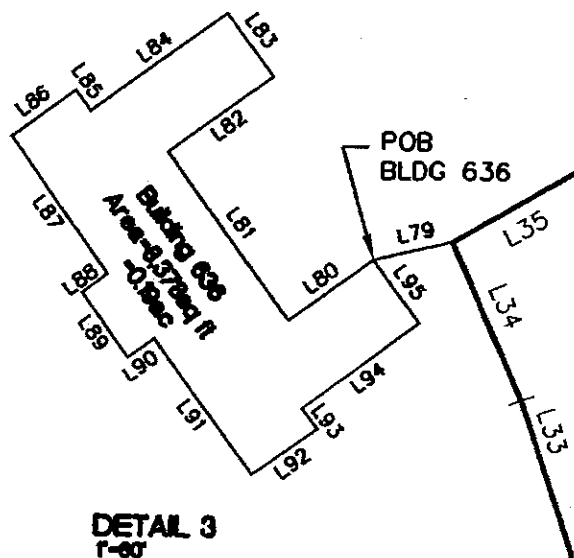
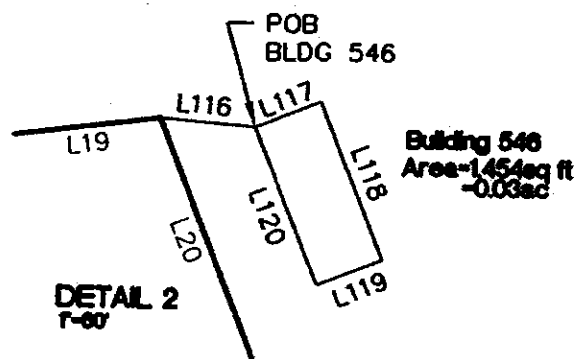
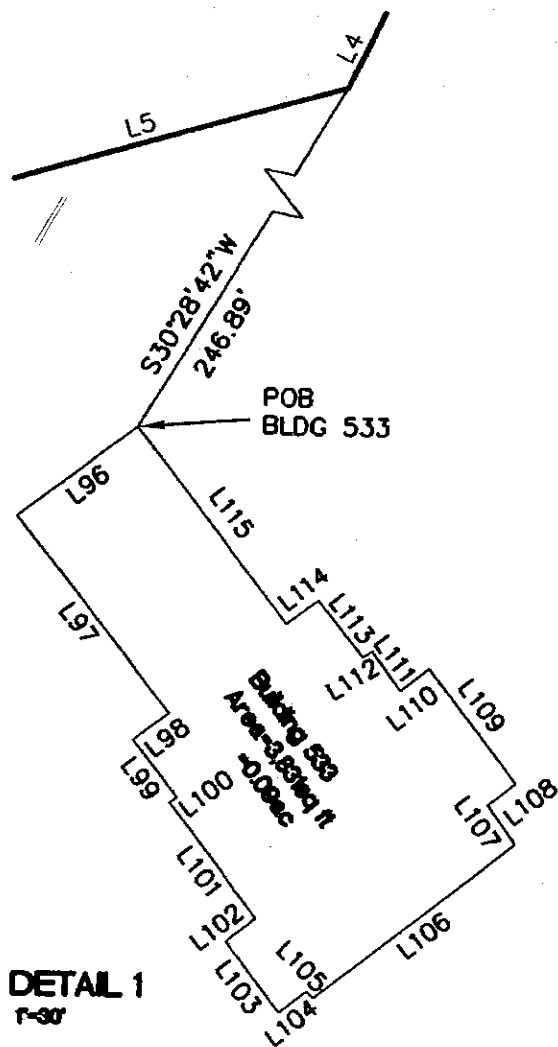
(925) 974-1550

FAX: (925) 256-1250

PLAT MAP

TO ACCOMPANY LEGAL DESCRIPTION
DECEMBER 6, 2006

EXCEPTION PARCELS



PLAT MAP

TO ACCOMPANY LEGAL DESCRIPTION
DECEMBER 6, 2006

LINE TABLE

LINE	LENGTH	BEARING
L1	185.29	N87°05'58"W
L2	52.43	N90°00'00"W
L3	82.02	N86°07'33"W
L4	34.22	S25°31'21"W
L5	118.15	S73°49'50"W
L6	18.69	S15°15'37"E
L7	13.35	S49°42'38"W
L8	16.46	S35°49'02"W
L9	19.94	S72°53'06"W
L10	48.64	N79°13'27"W
L11	17.99	N03°06'14"W
L12	140.00	S86°53'46"W
L13	80.00	S03°06'14"E
L14	21.14	S29°17'48"E
L15	124.05	S28°14'27"W
L16	26.16	S61°45'33"E
L17	40.76	S19°01'12"E
L18	121.83	S07°32'53"E
L19	54.85	N82°32'24"E
L20	118.52	S22°03'44"E
L21	41.67	S40°45'36"E
L22	33.75	N90°00'00"E
L23	42.58	S50°17'32"W
L24	241.32	S02°32'47"W
L25	242.05	N50°12'31"E
L26	22.60	N89°49'25"E
L27	232.89	N23°24'31"W
L28	131.16	S74°03'07"E
L29	33.33	S50°30'23"E
L30	109.15	S23°26'40"E
L31	171.43	S19°57'07"E
L32	146.15	N62°17'02"E
L33	314.27	N19°13'38"W
L34	60.52	N24°15'02"W
L35	101.62	N59°20'57"E
L36	72.10	S71°28'37"E
L37	56.77	N18°30'56"E
L38	6.74	N64°10'09"W
L39	5.47	N87°18'50"W
L40	53.84	N28°12'10"W

LINE	LENGTH	BEARING
L41	45.64	N63°41'58"E
L42	5.13	S88°03'36"E
L43	132.09	N15°57'29"W
L44	23.19	N00°27'35"W
L45	25.01	N24°13'35"W
L46	29.68	N12°51'22"W
L47	53.94	N47°55'53"W
L48	46.08	S55°15'07"W
L49	47.26	N62°14'30"W
L50	46.33	N78°08'29"W
L51	117.32	N68°08'26"W
L52	25.96	N37°48'17"E
L53	114.22	N34°00'17"W
L54	77.13	N49°34'45"W
L55	47.88	N33°45'02"W
L56	75.31	N90°00'00"W
L57	116.38	N70°06'33"W
L58	38.54	S80°39'21"E
L59	96.18	S09°22'42"W
L60	45.03	S76°56'27"E
L61	41.40	S81°26'10"E
L62	21.50	S85°36'39"E
L63	25.85	N83°03'21"E
L64	73.67	S84°42'09"E
L65	13.95	S79°54'21"E
L66	19.11	N77°46'58"E
L67	68.13	N22°42'16"W
L68	62.37	N17°34'08"W
L69	69.92	N14°20'34"W
L70	92.25	N02°38'02"E
L71	60.68	N74°11'28"W
L72	240.06	S49°56'22"W
L79	28.31	S76°42'54"W
L80	36.12	S53°16'40"W
L81	72.59	N36°39'51"W
L82	45.01	N53°30'16"E
L83	27.64	N36°38'26"W
L84	59.04	S53°22'15"W
L85	8.90	N36°50'39"W
L86	27.69	S53°17'02"W

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3440 VINCENT ROAD, PLEASANT HILL, CA 94523

(925) 974-1550

FAX: (925) 256-1250

PLAT MAP

TO ACCOMPANY LEGAL DESCRIPTION
DECEMBER 6, 2006

LINE	LENGTH	BEARING
L87	58.77	S36°28'23"E
L88	11.01	S52°31'00"W
L89	27.86	S36°29'49"E
L90	11.35	N53°35'18"E
L91	58.67	S36°50'13"E
L92	27.62	N53°42'42"E
L93	8.97	N37°05'13"W
L94	50.10	N53°03'13"E
L95	27.50	N36°43'46"W
L96	26.10	S52°08'03"W
L97	44.16	S38°04'57"E
L98	7.68	S52°17'09"W
L99	12.78	S37°36'51"E
L100	1.53	S52°16'44"W
L101	25.30	S38°18'04"E
L102	6.55	S51°32'24"W
L103	15.57	S38°04'25"E
L104	6.17	N51°39'45"E
L105	1.66	S46°04'26"E
L106	44.53	N52°01'17"E
L107	8.49	N36°53'46"W
L108	6.27	N52°05'07"E
L109	25.52	N38°09'01"W
L110	6.41	S51°15'48"W
L111	8.60	N37°42'51"W
L112	1.96	S58°05'07"W
L113	12.83	N38°38'54"W
L114	7.06	S51°51'40"W
L115	43.85	N38°03'09"W
L116	33.52	S85°32'59"E
L117	24.26	N67°44'30"E
L118	59.88	S22°03'44"E
L119	24.28	S67°40'35"W
L120	59.91	N22°02'53"W

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	33.95	140.00	13°53'37"
C2	169.28	500.00	19°23'51"
C3	175.72	500.00	20°08'10"
C4	385.11	1500.00	14°42'36"
C5	134.99	125.00	61°52'35"
C6	55.31	80.00	39°36'54"
C7	120.14	80.00	86°02'40"
C8	351.15	740.00	27°11'17"
C9	110.85	110.00	57°44'13"
C10	225.00	180.00	71°37'11"
C11	205.47	500.00	23°32'44"
C12	212.54	450.00	27°03'43"
C13	45.38	66.00	39°23'35"
C14	27.29	25.00	62°32'16"
C15	109.22	58.00	107°53'53"
C16	42.85	70.00	35°04'31"
C17	80.44	60.00	76°49'00"
C18	27.27	25.00	62°30'23"
C19	66.89	189.77	20°11'44"
C20	10.88	55.00	11°19'59"
C21	32.05	150.00	12°14'29"
C22	24.28	290.00	4°47'48"
C23	46.73	120.00	22°18'41"
C24	18.76	50.00	21°29'31"
C25	60.00	100.00	34°22'39"

NPS Primary Utilities

Original on file with NPS
Draft3_CO_UTILITY LOCATION 1-60 SCALE - color-Layout1.pdf

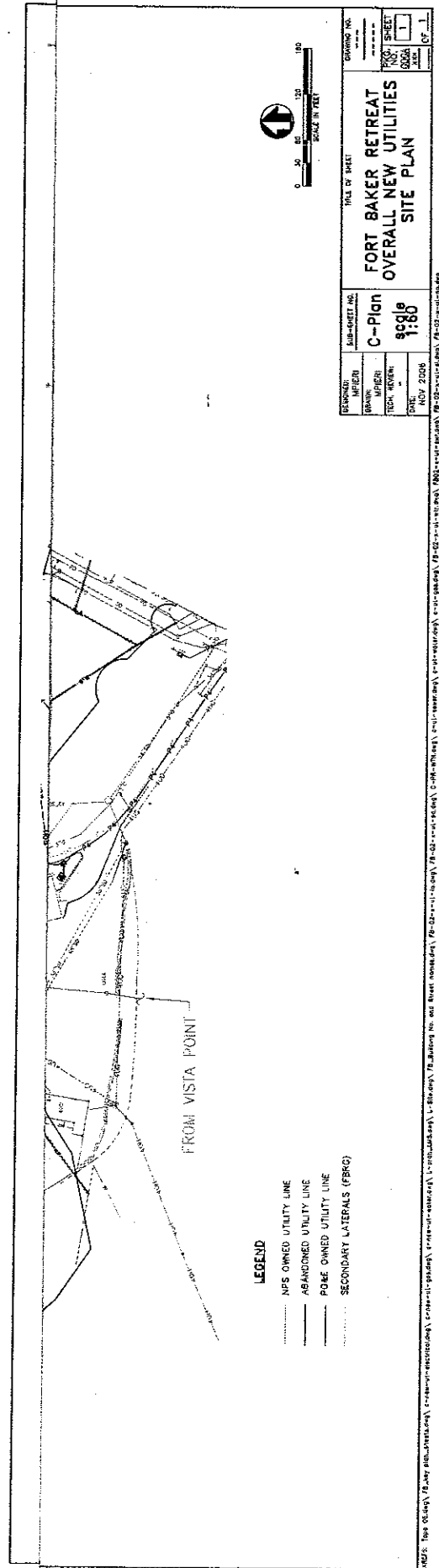


EXHIBIT D

HISTORIC STRUCTURES

All terms not defined herein shall have the meaning ascribed to them in the Lease to which this Exhibit D is attached to and a part thereof.

Building Number	FEIS Gross Square Feet
407	8,125
502	1,003
519	3,374
522	1,709
523	3,425
527	3,425
529	3,425
530	3,427
531	3,446
533	12,471
534	400
541	390
543	733
545	1,155
546	1,440
547	1,440
549	1,440
564	768
601	17,775
602	17,011
603	3,086
604	7,302
605	10,901
606	6,664
607	10,901
615	2,266
623	9,025
629	8,764
631	10,638
636	22,267

Note: Building Numbers 533 and 636 are not part of Initial Phase of the Phased Improvements
Building Number 546 is the Retained Space

EXHIBIT E
INVENTORY AND CONDITION REPORT

No inventory listed.

EXHIBIT F

[Intentionally omitted.]

EXHIBIT G

[Intentionally omitted.]

EXHIBIT H

MANAGEMENT PLAN

[Attach prior to Lease execution]

Exhibit H

Management Plan Fort Baker Version 1.0

October 30, 2006

(b) (4)



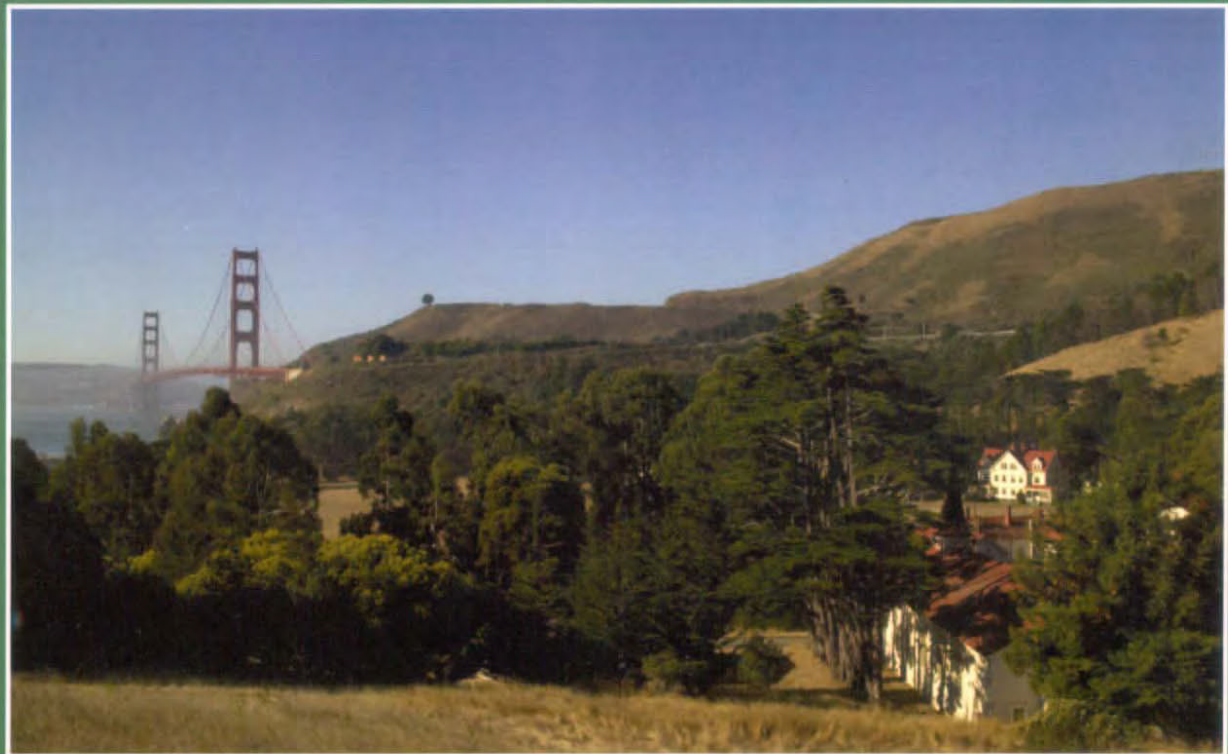
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(b) (4)



PASSPORT – FT. BAKER MANAGEMENT LLC



Passport – Ft. Baker Management LLC

921 Front Street, Suite 200

San Francisco, California 94111

www.passportresorts.com

415-788-7870

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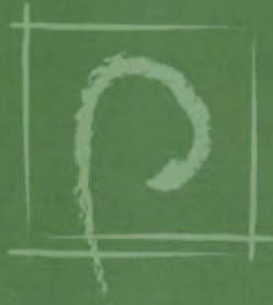


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(b) (4)





Passport – Ft. Baker Management LLC

921 Front Street, Suite 200 San Francisco, California 94111

www.passportresorts.com

415-788-7870

EXHIBIT I

MARKETING PLAN

[Attach prior to Lease execution]

Exhibit I

Marketing Plan

Fort Baker

Version 1.0

October 30, 2006

(b) (4)



(b) (4)



(b) (4)



(b) (4)



(b) (4)



(b) (4)



EXHIBIT J

INITIAL PHASE OF THE PHASED IMPROVEMENTS

(b) (4)



EXHIBIT K

SUSTAINABILITY PROGRAM

[To be attached prior to Lease execution]

Exhibit K

Sustainability Program for Design and Construction

(b) (4)



(b) (4)



(b) (4)



(b) (4)



(b) (4)



(b) (4)



(b) (4)



EXHIBIT L

TRADE FIXTURES

(b) (4)



EXHIBIT M

ENVIRONMENTAL INFORMATION

“Asbestos Hazard Abatement Plan, East Fort Baker, Site Specific Health and Safety Plan. Buildings 500 A/B, 508 A/B, 512 A/B, 519, 535 A/B, 601, 602, 623, 629 A, and 636,” prepared by Allied Technology Group, Inc., 47375 Fremont Blvd, Fremont, CA 94538, September 1997. USACE Contract No. DACA05-97-D0002, Task Order No. 0007.

“Draft - Work Plan - Building 637 and 407 Aboveground Storage Tank Removal, East Fort Baker, Marin County, California,” prepared by Geofon, Inc., 65 Quinta Court, Suite D, Sacramento, CA 95823, July 2000. USACE Contract No. DACAW05-98-D0008.

“Environmental Condition of Property - Final, East Fort Baker, Marin County, California,” prepared by Department of Army, BRAC Environmental Office, March 2002.

“Final Lead-Based Paint Report, East Fort Baker, Marin County, CA,” U.S. Army BRAC Office, Hamilton Army Airfield, Novato CA 94949, May 2002.

“Final Report, Building 0407, Asbestos Materials Re-Survey and Lead-Based Paint investigation, East Fort Baker, Sausalito, California,” prepared by Versar, Inc., 1225 Harbor Bay Parkway Suite 100 Alameda, CA 94502, February 26, 1996. Contract No. DACA05-87-C-0188, Modification P00008.

“Final Report, Building 0546, Asbestos Materials Re-Survey and Lead-Based Paint investigation, East Fort Baker, Sausalito, California,” prepared by Versar, Inc., 1225 Harbor Bay Parkway Suite 100 Alameda, CA 94502, February 27, 1996. Contract No. DACA05-87-C-0188, Modification P00008.

“Final Report, Building 0547, Asbestos Materials Re-Survey and Lead-Based Paint investigation, East Fort Baker, Sausalito, California,” prepared by: Versar, Inc., 1225 Harbor Bay Parkway Suite 100 Alameda, CA 94502, February 28, 1996. Contract No. DACA05-87-C-0188, Modification P00008.

“Final Report, Building 0548, Asbestos Materials Re-Survey and Lead-Based Paint investigation, East Fort Baker, Sausalito, California,” Prepared by: Versar, Inc., 1225 Harbor Bay Parkway Suite 100 Alameda, CA 94502, February 26, 1996. Contract No. DACA05-87-C-0188, Modification P00008.

“Final Report, Building 0549, Asbestos Materials Re-Survey and Lead-Based Paint investigation, East Fort Baker, Sausalito, California,” Prepared by: Versar, Inc., 1225 Harbor Bay Parkway Suite 100 Alameda, CA 94502, February 27, 1996. Contract No. DACA05-87-C-0188, Modification P00008.

“Final Report, Building 0604, Asbestos Materials Re-Survey and Lead-Based Paint investigation, East Fort Baker, Sausalito, California,” Prepared by: Versar, Inc., 1225 Harbor

Bay Parkway Suite 100 Alameda, CA 94502, February 21, 1996. Contract No. DACA05-87-C-0188, Modification P00008.

“Final Report, Building 0631, Asbestos Materials Re-Survey and Lead-Based Paint investigation, East Fort Baker, Sausalito, California,” Prepared by: Versar, Inc., 1225 Harbor Bay Parkway Suite 100 Alameda, CA 94502, February 02, 1996. Contract No. DACA05-87-C-0188, Modification P00008.

“Final Report Plan, Buildings 500 A/B, 508 A/B, 512 A/B, 519, 535 A/B, 601, 602, 623, 629 A, and 636, East Fort Baker, Asbestos Clean-up/Repair,” prepared by Allied Technology Group, Inc., 47375 Fremont Blvd, Fremont, CA 94538, March 1998. USACE Contract No. DACA05-97-D-002, Task Order No. 0007.

Fort Baker Letter of Transfer between the Department of the Army and the National Park Service, including “Environmental Condition of Property for East Fort Baker, Marin County California – Final,” “US Army Corps of Engineers Sacramento District and Department of Army BRAC Environmental Office, March 2002,” and “Memorandum of Agreement between the United States Department of the Army and United States Department of the Interior the National Park Service Concerning the Interagency Transfer of Base Closure Property at East Fort Baker, Marin County, California,” July 2002.

Letter dated May 14, 2002 from Edward Keller, US Army Forces Command to Brian Ullensvang, National Park Service regarding “Forwarding Statement of Work and Cost Estimates for Lead-Based Paint Hazard Abatement; East Fort Baker, Marin County, CA,” with referenced attachment/document “Lead Hazard Abatement Statement of Work for East Fort Baker, Sausalito, Marin County, California,” prepared for DECAM Fort Carson Colorado by Engineering-Environmental Management, Inc., February 2002.

“Level 1 Pre-Acquisition Environmental Site Assessment. East Fort Baker, Marin County, California,” prepared by Erler & Kalinowski, Inc., 1730 So. Amphlett Blvd., Suite 320, San Mateo, CA 94402. February 16, 2001.

“Petroleum Sites Management Plan - Final, East Fort Baker, Marin County, California,” prepared by Department of Army, BRAC Environmental Office, November 2000.

“Project Work Plan, Lead in Soil Abatement, East Fort Baker, Sausalito California,” prepared by Allied Technology Group, USACE Contract No. DACA05-97-D-0002, Task Order No. 0006, September 1997.

“Transformer and Lead Sites Closure Report, East Fort Baker, Marin County, California, Final,” U.S. Army Corps of Engineers Sacramento District; Department of the Army BRAC Environmental Office, October 2001.

EXHIBIT N

[Intentionally omitted.]

EXHIBIT O

RETREAT AND CONFERENCE CENTER NAME

All terms not defined herein shall have the meaning ascribed to them in the Lease to which this Exhibit O is attached to and a part thereof.

The sole identifying name of the Retreat and Conference Center shall be:
“Cavallo Point - The Lodge at the Golden Gate”.

EXHIBIT P

ARMY TRANSFER MOA

[To be attached]

**MEMORANDUM OF AGREEMENT
BETWEEN
THE UNITED STATES DEPARTMENT OF THE ARMY
AND
UNITED STATES DEPARTMENT OF THE INTERIOR
THE NATIONAL PARK SERVICE
CONCERNING
THE INTERAGENCY TRANSFER OF BASE CLOSURE PROPERTY
AT
EAST FORT BAKER
MARIN COUNTY, CALIFORNIA**

JULY 2002

EXHIBIT P

1. This Memorandum of Agreement ("MOA"), made and entered into between the United States Department of the Army ("Army") and the United States Department of the Interior, the National Park Service ("NPS"), sets forth the terms and conditions for the transfer of interests from the Army to the NPS for certain parcels of real property located at the former Army post, East Fort Baker. The authority to enter into this MOA is found in the Golden Gate National Recreation Area Enabling Act, P.L. 92-589, codified at 16 U.S.C. §§ 460bb and the Defense Base Closure and Realignment Act of 1990 ("BRAC"), (Part A of Title XXIX of P.L. 101-510), as amended (1990). This agreement establishes a framework within which the Army and NPS will interact in addressing issues relating to environmental response actions after the Effective Date, including all disputes between the Parties, so that the Parties will be able to present a unified Federal position on all such matters in dealing with the State of California.

Whereas, East Fort Baker, a sub-installation of Fort Lewis, Washington, is located near the north end of Golden Gate Bridge in Marin County, California. It consists of approximately 267,300 square feet of facilities on approximately 91 acres.

Whereas, in 1995, the Defense Base Closure and Realignment Commission recommended East Fort Baker for closure. East Fort Baker has been closed as a military base since August 2000. Under separate agreement with the Army, since February 1997, NPS has occupied several buildings at East Fort Baker for the purposes of housing, administration, and storage.

Whereas, under the Golden Gate National Recreation Area Enabling Act, P.L. 92-589, codified at 16 U.S.C. §§ 460bb, the Army is required to transfer East Fort Baker to the Golden Gate National Recreational Area (GGNRA) when it determines East Fort Baker is excess to the Department of Defense ("DOD").

Now therefore in accordance with all terms, conditions, limitations, and exceptions provided herein, the Parties agree as follows:

2. INCORPORATION AND CONSTRUCTION

The foregoing whereas paragraphs are hereby incorporated by reference as if fully set forth at length.

3. DEFINITIONS

When used herein, the following terms shall have the respective meanings set forth opposite each such term, as appropriate, to both the singular and plural forms of the defined terms:

"Applicable Law" shall mean all applicable federal, state and local laws. Such applicable laws may include Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901-6987; CERCLA, 42 U.S.C. §§ 9601-9657; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801-1812; the Clean Water Act, 33 U.S.C. §§ 1251-1387; the Clean Air Act, 42 U.S.C. §§ 7401-7642; the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2655; the Safe Drinking Water Act, 42 U.S.C. §§ 300f-300j; the Emergency Planning and Community Right to Know Act of 1986, 42 U.S.C. §§ 11011-11050; Title X of Public Law 102-550, 42 U.S.C. §§ 4822, 4851-4856; the Occupational Safety and Health Act, 29 U.S.C. §§ 651-678; the Atomic Energy Act, 42 U.S.C. Section 2011; 40 C.F.R. Section 260.10, 40 C.F.R. Section 266.201 and similar California laws; as any of the same have been or from time to time may be amended. However, nothing in this MOA shall constitute a waiver of sovereign immunity by any Party.

"Army" shall mean the United States Department of the Army, its designated officials or authorized representatives and agents.

"Army Retained Conditions" means any Hazardous Substances, petroleum and petroleum derivative conditions, unexploded ordnance, medical waste, chemical and biological agents, or radiological material located at and/or migrating from East Fort Baker, presenting or likely to present a threat to human health or the environment, attributable to the Army and for which the Army remains responsible for Response Action unless otherwise specified in this MOA.

"Business Days" shall mean Days (as defined hereafter) other than Saturdays, Sundays, and federal legal holidays.

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation and Liability Act, Public Law 96-510, 42 U.S.C. §§ 9601-9675, as amended by the Superfund Amendments and Reauthorization Act of 1986, Public Law 99-499, and any subsequent amendments.

"Days" shall mean calendar days, unless Business Days are specified.

"East Fort Baker" is as defined in Exhibit A.

"Effective Date" shall mean the date on which this MOA becomes effective, which shall be the date that the last Party executes the Transfer Agreement.

"Hazardous Substances" shall mean any hazardous substance as defined under CERCLA, 42 USC §§9601 (14).

"MOA" shall mean this -- "Memorandum of Agreement Between the United States Department of the Army and the National Park Service Concerning the

Interagency Transfer of Base Closure Property at East Fort Baker, Marin County, California"-- and shall include all exhibits to this MOA. All of which are incorporated herein by reference and made part of this agreement.

"NPS" shall mean the National Park Service, U.S. Department of the Interior, its designated officials or authorized representatives and agents.

"Parties" shall mean the agencies that have entered into this MOA; such agencies are the Army and the NPS.

"Response Action" shall include all environmental response actions, like removal, remedial, corrective, and enforcement actions, and associated operation, maintenance and monitoring of such removal, remedial or corrective actions as may be required under Applicable Laws.

"Transfer Agreement" shall mean the "Letter of Transfer" between the Parties to transfer the jurisdiction, custody, control, administration, accountability and responsibility for East Fort Baker.

The Army and the NPS in consideration of the terms, conditions, limitations and exceptions contained herein, and intending to be bound hereby, agree as follows:

4. ARMY RESPONSIBILITIES

4.1 Transfer of Jurisdiction, Custody, Control, Administration, Accountability and Responsibility. Except as otherwise provided in this MOA, the Army shall transfer to the NPS, subject to existing easements, all interests currently held by the Army including jurisdiction, custody, control, administration, accountability and responsibility for East Fort Baker on the Effective Date pursuant to the terms and conditions of this MOA and the Transfer Agreement.

4.2 ENCUMBRANCES, RESERVATIONS AND RESTRICTIONS; ENVIRONMENTAL COMPLIANCE RESPONSIBILITIES:

4.2.1 The Army completed an Environmental Baseline Survey (EBS), dated March 10, 1997, and the Environmental Condition of the Property (ECOP), dated March 7, 2002 for East Fort Baker. The EBS and ECOP summarize what is known about the environmental condition of the property. The ECOP reflects the Army's position that the property is suitable for transfer. The NPS confirmed receipt of copies of the final EBS and final ECOP and has been given the opportunity to inspect the property.

4.2.2 In accordance with the National Environmental Policy Act, the Army completed an Environmental Assessment for the disposal of East Fort Baker in September 2000, and

determined that implementing the disposal action would not have any significant direct, indirect or cumulative impacts on the quality of the natural or human environment. The Army signed a Finding of No Significant Impact on November 3, 2000.

4.2.3 Army Retained Conditions. Subject to the limitations and exceptions herein, following the transfer, the Army shall retain the Army's authority, responsibility and liability for Response Actions required with respect to Army Retained Conditions. Subject to available funding, the Army will perform or fund any additional Response Action found to be necessary or required after the transfer to address Army Retained Conditions on any portion of East Fort Baker that existed prior to the effective date of the transfer of East Fort Baker to NPS, including Army Retained Conditions not presently known but subsequently discovered and determined to be attributable to Army activities or conditions on East Fort Baker prior to transfer to the NPS or attributable to any act or omission of the Army, its employees, agents, contractors, or subcontractors that occurs after the transfer to the NPS. All such post transfer Response Actions by the Army on East Fort Baker shall be consistent with all Applicable Laws. It is explicitly understood that the NPS is not a liable party in any existing agreements between the Army and state and local governments concerning Army Retained Conditions and is not responsible for any of the obligations under these agreements. With respect to any future agreements between the Army and state and/or local governments concerning Army Retained Conditions, NPS will have the opportunity to review and provide comment to the Army on the agreement.

4.2.4 Following transfer, Response Actions for Army Retained Conditions at East Fort Baker will be performed and funded in accordance with and subject to applicable Army BRAC environmental response authority and funding availability.

4.2.5 Discovery of Army Retained Conditions. If Army Retained Conditions located at or migrating from East Fort Baker are discovered after the Effective Date, or any information previously unknown is discovered regarding the presence or reasonably likely presence of Army Retained Conditions at or migrating from East Fort Baker, then, as among the Parties, the Army shall be responsible for its share of all additional Response Actions required under Applicable Law with respect to Army Retained Conditions.

4.2.6 Army Documents and Information. Upon request, the Army shall provide to the NPS, on a timely basis, reports on all investigations, monitoring and Response Actions taken by the Army or its agents or contractors, as well as all supporting documents, including but not limited to analytical data, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing and other data within its possession, or that of its agents or contractors relating to any Response Actions on East Fort Baker taken after the Effective Date.

4.2.7 Access. The Army has the right to reasonable and timely access to East Fort Baker for any additional Response Action, to include environmental investigation, monitoring, sampling, testing, remedial action, corrective action, or any other action necessary for the Army to meet its environmental responsibilities under applicable laws and as provided for in this MOA and any letter of transfer. This includes the right to access and use utilities on East Fort Baker. In exercising this right of access, except in cases of imminent endangerment to human health or the environment, the Army shall give the NPS reasonable notice of its intended actions to be taken on the Property and shall use reasonable means, without significant additional cost to the Army, to avoid and/or minimize interference with the use of East Fort Baker.

5. NPS RESPONSIBILITIES

5.1 Acceptance of Jurisdiction, Custody, Control, Administration, Accountability, and Responsibility and Transfer of Necessary Documents. Except as otherwise provided in this MOA, the NPS shall accept the transfer from the Army of jurisdiction, custody, control, administration, accountability and responsibility for East Fort Baker on the Effective Date without any representation or warranty whatsoever by the Army concerning the state of quality, character, condition, size, kind or that the same is in condition or fit to be used by the NPS for a particular purpose, except to the extent of the Army's responsibilities under Sections 4, 6 and 7. The NPS shall be responsible for all costs the NPS incurs in connection with the transfer of East Fort Baker and associated personal property, including, but not limited to, survey costs; legal descriptions of the East Fort Baker property; or other legal expenses.

5.2 Environmental.

5.2.1 The NPS shall assume and retain responsibility for full regulatory compliance in the maintenance of any building, personal property, and structures in regard to all hazardous substances, radon, asbestos, and lead based paint, in accordance with all Applicable Laws.

5.2.2 It is the stated policy of the Department of the Interior ("DOI") that prior to acquisition of real property, including intra-governmental transfers, each acquiring bureau must determine the likelihood or the presence of and extent of hazardous substance-related or environmental liability associated with the property. A pre-acquisition site assessment, based on ASTM No. 1527.97 standards for Environmental Site Assessments for Commercial Real Estate, has been performed within 12 months prior to the Effective Date.

5.2.3 The NPS, in June 2000, approved a Record of Decision for the Fort Baker Plan and Final Environmental Impact Statement. The Fort Baker Plan is intended to address the transformation of Fort Baker from a military installation to a unit of the National Park

System following transfer of the base from the Army to the NPS. The Record of Decision adopted the final Fort Baker Plan, identified as the Proposed Action in the Final Environmental Impact Statement as the General Management Plan Amendment and Implementation Plan for Fort Baker. The Record of Decision concluded that the Fort Baker Plan would not impair park resources or values, and that it would significantly enhance the site's natural and cultural resources.

5.2.4 Lead-Based Paint. Available information concerning known lead-based paint and/or lead-based paint hazards, the location of lead-based paint and/or lead-based paint hazards, and the condition of painted surfaces, contained in the Environmental Baseline Survey, the Lead-Based Paint Surveys, and Risk Assessment, have been provided to NPS. NPS hereby acknowledges receipt of all of the information described in this paragraph. Further, NPS acknowledges that it has received the opportunity to conduct its own risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards prior to execution of this document

5.2.4.1 Lead-Based Paint in and on Buildings. The Army and NPS acknowledge that all buildings at East Fort Baker, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint on the interior and/or exterior. Continued exposure to lead from paint, paint chips, and dust may pose a health hazard to young children if not managed properly. Prior to occupation of such buildings for residential purposes, NPS will be responsible for the evaluation, notification, management, and abatement, if necessary, of any lead-based paint hazards from any of the interior or exterior painted surfaces of the buildings in accordance with Applicable Law, to include the guidelines and regulations established pursuant to Title X of the Housing and Community Development Act of 1992. Residential buildings or property means dwelling units, common areas, building exterior surfaces; and, buildings visited regularly by the same child, 6 years of age or under, on at least two different days within any week, including day-care centers, preschools and kindergarten classrooms and similarly used buildings; and, any surrounding land, including outbuildings, fences and play equipment affixed to the land, available for use by residents and children; but not including land used for agricultural, commercial, industrial, or other non-residential purposes; and, not including paint on the pavement of parking lots, garages, or roadways.

5.2.4.2 Lead-Based Paint in Soils. The Army and the NPS acknowledge that certain areas within East Fort Baker may contain lead-based paint in the soil from normal paint weathering and maintenance on buildings that existed on East Fort Baker prior to the Effective Date. The Army will retain responsibility for any Response Action found to be necessary and required under CERCLA with respect to lead based paint soil hazards attributable to the Army and existing prior to the Effective Date, provided that the determination of necessity for such Response Action is made and applied in the same manner and to the same extent as is done at other non-federal facilities. To date, as a matter of law and national policy, efforts to limit exposure to lead from lead based paint

have been properly focused on residential property where, because of the presence and exposure patterns of children under six, there may be a risk of adverse health effects. In regard to property intended for residential use, prior to residential occupation after the Effective Date, the NPS shall be solely responsible for evaluation and abatement of any soil-lead hazards and addressing potential lead based paint soil hazards by abatement, interim controls, or notification in accordance with Applicable Law, to include the guidelines and regulations established pursuant to Title X of the Housing and Community Development Act of 1992. Prior to commencement of such evaluation or abatement, NPS will provide a workplan to the appropriate regulatory agency and the Army for review and comment.

5.2.5 Asbestos. The Army has encapsulated or removed all friable, accessible asbestos that posed a risk to human health inside the buildings at East Fort Baker. Following transfer of East Fort Baker to NPS, NPS will be responsible for any additional remediation of asbestos found to be necessary to the extent required by Applicable Law.

5.2.6 Pesticides. The NPS is informed and does acknowledge that pesticides may be present on the Property. To the best of Army's knowledge, the past use and application of any pesticide product by the Army was in accordance with its intended purpose, and any pesticide residue resulting from such application is not believed to pose a threat to human health and the environment. To the extent allowed under CERCLA Section 107(i), the Army assumes no liability for damages or for future remediation of such pesticide residue.

5.2.6.1 The NPS agrees that its continued possession, potential use and continued management of the Property, including any demolition of structures, will be in compliance with all applicable laws relating to hazardous substances/pesticides and hazardous wastes.

5.2.7 The NPS shall allow and provide the Army and its agents access to East Fort Baker as necessary to carry out its responsibilities under this MOA and to obtain access to the adjacent property. In exercising this access the Army shall give the NPS at least fifteen (15) days prior written notice of actions to be taken on the property, except for emergency situations or an imminent threat to human health or the environment in which case the Army shall give such notice as is reasonably practicable under the circumstances.

5.2.8 Historic Building or Archeological Site Protection. There is an eligible historic district at East Fort Baker. Consultation with the State Historic Preservation Officer (SHPO) is required prior to any proposed modification, preservation and maintenance of the architectural integrity of a given resource. NPS shall assume responsibility to comply with all laws relating to historic and archeological protection.

6. JOINT ARMY/NPS RESPONSIBILITIES

6.1 If contamination directly attributable to Army activities that poses a risk to human health and the environment is discovered after transfer of East Fort Baker it will be addressed in the following manner:

6.1.1 The NPS will immediately secure the suspected area of contamination by use of engineering controls such as signage, fencing or capping and promptly notify the Army point of contact (POC).

6.1.2 Notice to the Army Upon Discovery of Army Retained Conditions If the NPS discovers or otherwise receives notification of the discovery of the presence or the likelihood of Army Retained Conditions at or migrating from East Fort Baker, the NPS shall provide written notice to the Army, pursuant to the Notice provisions in Section 9.1 of this MOA, of such discovery or notification within five (5) days. Such notice shall describe, to the extent known by the NPS, the location and nature of the conditions discovered and the basis under which action is required. Such notice may include the NPS's request that the Army take a Response Action.

6.1.3 Action Upon Notice of Army Retained Conditions. Within five (5) business days of receiving written notice from the NPS, the Army will assess the extent of the contamination by on-site inspection. If needed, the Army will then initiate a request for funds to identify, characterize and define the nature, extent and potential threat to human health or the environment. The Army shall then provide a written response to the NPS of the Army's proposed course of action. If necessary, Army will then develop, in coordination with appropriate state regulatory agencies, US EPA and NPS, a work plan for a response action. NPS will give the Army, to the maximum extent possible, reasonable opportunity to commence any response action for Army Retained Conditions.

6.1.4 NPS Ability to Respond. The parties recognize that NPS may undertake response actions with respect to such Army Retained Conditions (i) to abate imminent and substantial threats to human health or the environment; (ii) to take immediate actions required by valid compliance orders issued by authorized regulatory agencies; or (iii) following written agreement between the Parties after on-site inspection by the Army. If, in undertaking a response action, NPS interferes or disrupts an Army remedy, NPS will be solely responsible for any liability associated with such interference.

6.1.5 Claims and Reimbursement for Costs of Taking Action. If the NPS incurs costs as the result of taking necessary or required response actions in accordance with Section 6.1.4 to address Army Retained Conditions at East Fort Baker, the NPS may submit a written claim with appropriate receipts, to the Army for reimbursement. Upon approval by the Army, subject to audit, NPS will be reimbursed within thirty (30) Days

following approval for reasonable response costs incurred as a result of responding to Army Contamination.

6.1.6 Disputes with Regard to Discovery of Army Retained Conditions. If the parties cannot agree upon (a) whether a substance or condition constitutes Army Retained Conditions; (b) whether or what action is required under Applicable Law to address Army Retained Conditions, or (c) whether or what reimbursement is appropriate for NPS actions taken to address Army Retained Conditions, the matter may be referred to dispute resolution in accordance with the terms of this MOA; provided, however, that to the extent the NPS reasonably believes that action must be taken prior to or during the dispute resolution process, the NPS may take action under the circumstances above. To the extent that the NPS incurs costs as the result of taking action, the NPS may submit a written claim requesting reimbursement.

6.2 Unexploded Ordnance, chemical munitions, biological or radiological wastes or agents. As part of Army Retained Conditions, the Army shall retain responsibility for all UXO, chemical and, biological agents or radiological materials found on East Fort Baker at any time after transfer. Because of the historical and archeological significance of many of the structures at East Fort Baker, the Army will pursue deactivation methods in lieu of exploding UXO unless it is not feasible or safe to do so. In the event the NPS, its successors and assigns, should discover any of these conditions on the Property, it shall not attempt to remove or destroy it, but shall immediately notify the local police or safety department or the Army representative designated in this document. A competent Army or Army-designated explosive ordnance or chemical, biological or radiological professional will be dispatched promptly to assess, respond and dispose of such substances properly. The NPS, its successors and assigns, will provide access to the Army, for the purpose of removal of these conditions, in the event the NPS, its successors and assigns, should discover any of these substances on the Property.

6.3 Petroleum and Petroleum Products. The NPS will adhere to and comply with the regulator approved Petroleum Sites Management Plan. The NPS agrees to notify the Army when a POL problem above the action level is identified and determined to be the result of past Army activity.

6.3.1 The Army, consistent with program requirements, will develop a sampling work plan and conduct sampling in the waterfront area in fiscal year 2003, subject to the availability of funds. In the event that the Army finds Army Retained Conditions in the waterfront area as a result of its sampling, the Army will carry out a Response Action to the extent required by Applicable Law and subject to available appropriations. Alternatively, in accordance with Sections 6.1.4(iii) and 6.1.5 of this MOA, the Parties may enter into a written agreement to allow the NPS to respond to any Army Retained Conditions.

6.4 The Army and NPS conducted a joint physical condition inspection of the buildings and surrounding land area comprising the NPS parcel. The NPS agrees to accept transfer of all structures, buildings, personal property, real property, and facilities without any representation or warranty whatsoever by the Army concerning the state of quality, character, condition, size, kind or that the same is in condition or fit to be used by the NPS for a particular purpose. Personal property has been maintained under Federal regulatory standards, and the Army will not perform additional repairs.

7. LIABILITIES

7.1 Each party to this Agreement shall be responsible for any liability arising from its own conduct.

7.2 General Responsibility/Enforcement Actions/Orders and Directives. Each Party shall be responsible for all claims, damages, penalties, losses, liabilities and costs arising out of or related to its acts or omissions, pursuant to activities and responsibilities under this MOA. Such responsibility includes the obligation, to the extent allowed by law, to comply with any and all administrative orders, compliance orders or other binding directives, civil penalties, fines, citations or other expenses associated with any governmental action or citizen environmental enforcement action pertaining to acts or omissions of the Party pursuant to its responsibilities under this MOA.

7.3 Tort Claims. Each Party shall be responsible for accepting, processing, adjudicating and defending all administrative claims and litigation asserted under the Federal Tort Claims Act that arise related to its activities on East Fort Baker or out of any failure of the Party to comply with the terms and conditions of this MOA. Each Party will cooperate in providing information to the other Party relating to any such tort claims. Any liability on the part of the Parties will be determined in accordance with the Federal Tort Claims Act and other Applicable Laws.

7.4 Except as otherwise provided in this MOA, the NPS does not assume any of the Army's potential liability or responsibility for contamination caused by the Army's use, management, or release of hazardous substances, hazardous waste or petroleum products on East Fort Baker or any contamination thereof that occurred prior to transfer of East Fort Baker to the NPS. The NPS assumes liability and responsibility for contamination caused by use, management or release of hazardous materials, hazardous wastes or petroleum products by NPS or its tenants, agents, employees, or contractors on any portion of East Fort Baker.

7.5 This MOA has no effect on any liabilities that may attach to any Party except for those liabilities addressed expressly by this MOA. Nothing in this MOA shall affect the rights of any Party to this MOA to allocate liability for or to seek reimbursement from

any person, entity or agency that is not a Party to this MOA for any act or omission of such third party concerning substances and conditions at East Fort Baker.

8. DISPUTE RESOLUTION

8.1 Available Remedy. Dispute resolution is the sole recourse of any Party to this MOA with respect to any aspect of this MOA. Any dispute which arises under or with respect to this MOA shall in the first instance be the subject of informal dispute resolution as set forth in this MOA and if not resolved informally shall be referred to formal dispute resolution in accordance with this MOA.

8.2 Informal Dispute Resolution. The Army and the NPS agree that, in the event of a dispute between the parties, the parties will provide written or oral notification of the purported breach and use their best efforts to seek in good faith to resolve the dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. Should a dispute not be resolved by informal communication, officials will elevate the dispute through each party's respective chain of command with a formal dispute notice and sufficient documentation to facilitate a reasonable resolution, commencing at the staff level.

8.3 Formal Dispute Resolution. A formal dispute shall be considered to have arisen when one Party sends the other Party formal written Notice of Dispute, which notice shall expressly invoke the dispute resolution process provided under this MOA.

8.3.1 Notice of Dispute. The Notice of Dispute shall be submitted to the Golden Gate National Recreation Area, pursuant to the Notice provisions in section 9.1 of this MOA and to the Regional Director, Pacific West Region at the NPS and the Base Realignment and Closure Office (Atlanta Field Office) at the Army (collectively referred to as "Staff Level Negotiators"). The Notice of Dispute shall set forth in reasonable detail the nature of the dispute.

8.3.2 Staff Level. The Staff Level Negotiators for each Party shall confer within fifteen (15) days after receiving the Notice. If within thirty (30) days after submission the Staff Level Negotiators cannot settle the dispute, the Staff Level Negotiators shall immediately submit the dispute to the Management Level Negotiators in accordance with the formal dispute procedures set forth in this MOA.

8.3.3 Management Level.

8.3.3.1 Within twenty (20) days after the thirty (30) day period described in Section 8.3.2 each Staff Level Negotiator shall submit to the Director of the NPS; and the Base Realignment and Closure Office at the Army Headquarters (collectively referred to as

"Management Level Negotiators") a written statement explaining the nature of the dispute and the position taken by such Staff Level Negotiator. This explanation shall contain, at a minimum, the work affected by the dispute, and the technical, legal or factual data, analysis or opinion and any supporting documentation relied upon by such Staff Level Negotiator.

8.3.3.2 The Management Level Negotiators shall confer within fifteen (15) days after the close of the twenty (20) day period described in Section 8.3.3.1. An administrative record of the dispute (the "Record of Dispute") shall be maintained in a manner determined by the Management Level Negotiators and shall contain the statements of each Staff Level Negotiator received during the twenty (20) day period and any supporting documentation. If within thirty (30) days after the close of the twenty (20) day period the Management Level Negotiators cannot settle the dispute, the Management Level Negotiators shall immediately submit the dispute to Executive Level Negotiators in accordance with this Section.

8.3.4 Executive Level. The Management Level Negotiators shall submit to the Secretary of the Interior and the Secretary of the Army or their respective designees (collectively referred to as the "Executive Level Negotiators") the Record of Dispute. In addition, each Management Level Negotiator shall provide to the Executive Level Negotiators any additional written statement that such Management Level Negotiator deems appropriate to support such Management Level Negotiator's position. The Executive Level Negotiators shall confer within fifteen (15) days after receiving the submissions described above to resolve the dispute. The Executive Level Negotiators shall determine the manner in which to record the resolution and shall issue all Parties a copy of the written resolution. The agreed resolution shall be in writing and signed by all parties.

8.3.5 Attorney General Review of Legal Disputes. If, within thirty (30) days after submission, the Executive Level Negotiators have not resolved a dispute involving purely legal issues, then either Party may refer the legal dispute to the U.S. Attorney General, in a manner consistent with the procedures set forth in Executive Order 12146 (July 18, 1979). The Parties shall submit the Record of Dispute to the Assistant Attorney General, Office of Legal Counsel, and to the Assistant Attorney General, Environment and Natural Resources Division. The Record of Dispute shall include any timing constraints associated with the dispute. The Parties agree to be bound by the decision of the Attorney General or his/her designee. The Parties agree to disclose to the other Party any ex parte communication that such Party has had with the Attorney General or his/her designee concerning a dispute subject to Attorney General Review under this Section.

8.4 Time Limits. All time limits provided in the dispute resolution process set forth above may be extended on a case-by-case basis by mutual written agreement of the

Parties. The Parties agree that time is of the essence with respect to the dispute resolution procedures set forth in this Section.

9. NOTICES

9.1 All notices, consents, requests, claims, demands, or other communications to or upon the respective Parties shall be in writing and shall be effective for all purposes upon receipt on any business day before 5:00 p.m. recipient's local time and on the next business day if received after 5:00 p.m. or on other than a business day, including, without limitation, in the case of (a) personal delivery, (b) delivery by messenger, express or air courier or similar courier, (c) delivery by United States first class certified or registered mail, postage prepaid and (d) transmitted by telecopies or facsimile, addressed to the Parties at their respective addresses as set forth below:

For the Army:

BRAC Environmental Coordinator
Hamilton Army Airfield
ATTN: Ed Keller
1 Burma Road
Novato, California 94949

Copy to:

Chief, Atlanta Field Office
Headquarters, Department of the Army
Base Realignment and Closure Office
1777 Hardee Ave SW
FORT MCPHERSON, GA 30330-1062

For the NPS:

Brian O'Neill
Superintendent, Golden Gate National Recreation Area
Golden Gate National Recreation Area
Fort Mason, Building 201
San Francisco, CA 94123
415-561-4720
415-561-4710 (fax)

Copy to:

Brian Ullensvang

Remediation Manager
Golden Gate National Recreation Area
Fort Mason, Building 201
San Francisco, CA 94123
415-561-4439
415-561-4410 (fax)

9.2 Any Party may change its address by seven days' prior written notice to the other Party in the manner set forth above. In addition, except as otherwise provided in this MOA, any Party may designate, from time to time, by written notice given pursuant to this Section, additional addresses for notices or other or additional representatives for receipt of notices. Receipt of communications by United States first class certified or registered mail or by courier will be sufficiently evidenced by return receipt. Receipt of communications by facsimile will be sufficiently evidenced by a machine-generated evidence of transmission without notation of error. In the case of illegible or otherwise unreadable facsimile transmissions, the receiving Party shall promptly notify the transmitting Party of any transmission problem and the transmitting Party shall promptly re-send any affected pages.

10. FUNDING

Notwithstanding any other provision of this MOA, the obligations of the Parties to this agreement are made subject to the requirements and limitations of the Anti-Deficiency Act, 31 U.S.C. §§1341 *et seq.*, as it may apply to each Party, and nothing in this MOA shall be interpreted to require obligation or payment of funds by the Army or by the NPS in violation of the Anti-Deficiency Act, as it may apply to each Party. The Army and the NPS agree to use their best efforts to secure funding to meet the terms and conditions of this MOA.

11. MODIFICATION AND TERMINATION

11.1 This MOA shall take effect upon execution by both the Army and the NPS in one original document or in counterpart. Each MOA counterpart, when executed and delivered, shall be deemed to be an original but such counterparts shall together constitute one and the same document. The Army or the NPS may propose modifications to this MOA at any time. Modifications shall be in writing and will take effect upon execution by both the Army and the NPS. This MOA shall remain in force until such time as the Army and the NPS mutually agree in writing to its termination.

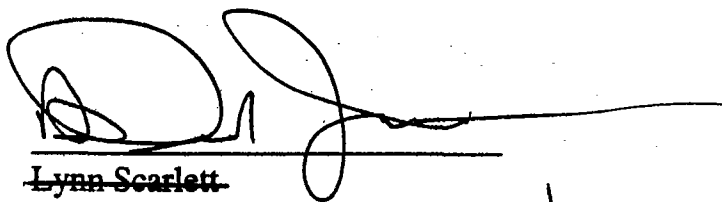
11.2 Any provisions requiring performance after the expiration or termination of this MOA shall remain in force, notwithstanding the expiration or termination of this MOA.

11.3 If any provision of this MOA becomes invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the extent permitted by law and regulation.

12. ENTIRE AGREEMENT

It is expressly understood and agreed that this MOA and the Transfer Agreement when executed, embody the entire agreement among the Parties regarding the transfer of East Fort Baker from the Army to the NPS, and there are no understandings or agreements, verbal or otherwise, among the Parties except as expressly set forth herein.

APPROVED BY:



~~Lynn Scarlett~~

~~Assistant Secretary~~


~~Policy, Management and Budget~~

~~Department of the Interior~~

Director

NATIONAL Park Service

Date 7/31/02



Joseph W. Whitaker
Deputy Assistant Secretary of the Army
Installations and Housing

Date July 25, 2002

EXHIBIT Q

TEN PERCENT SET-ASIDE RESERVATION POLICY

(b) (4)



(b) (4)



(b) (4)



ATTACHMENT 1 TO EXHIBIT Q

(b) (4)



(b) (4)



(b) (4)



(b) (4)



(b) (4)



EXHIBIT R

SERVICE DISTRICT CHARGE RATE SCHEDULE

[To be attached]

(b) (4)



(b) (4)



EXHIBIT R-1

SERVICE DISTRICT CHARGE POLICY

[To be attached]



United States Department of the Interior

NATIONAL PARK SERVICE
Golden Gate National Recreation Area
Fort Mason, San Francisco, California 94123

IN REPLY REFER TO:
F30 (GOGA-SUPT)

JUN 17 2005

Memorandum

To: Business Management Division; Fort Baker Project Team

From: General Superintendent, Golden Gate NRA

(b) (5)



(b) (5)



(b) (5)



(b) (5)



EXHIBIT S

NPS Utility and Transportation Fee Guidelines

[To be attached prior to Lease execution]

Exhibit S



IN REPLY REFER TO:

United States Department of the Interior

NATIONAL PARK SERVICE
GOLDEN GATE NATIONAL RECREATION AREA
FORT MASON, SAN FRANCISCO, CALIFORNIA 94123


23 February 2006

To: Fort Baker Retreat Group LLC ("FBRG")

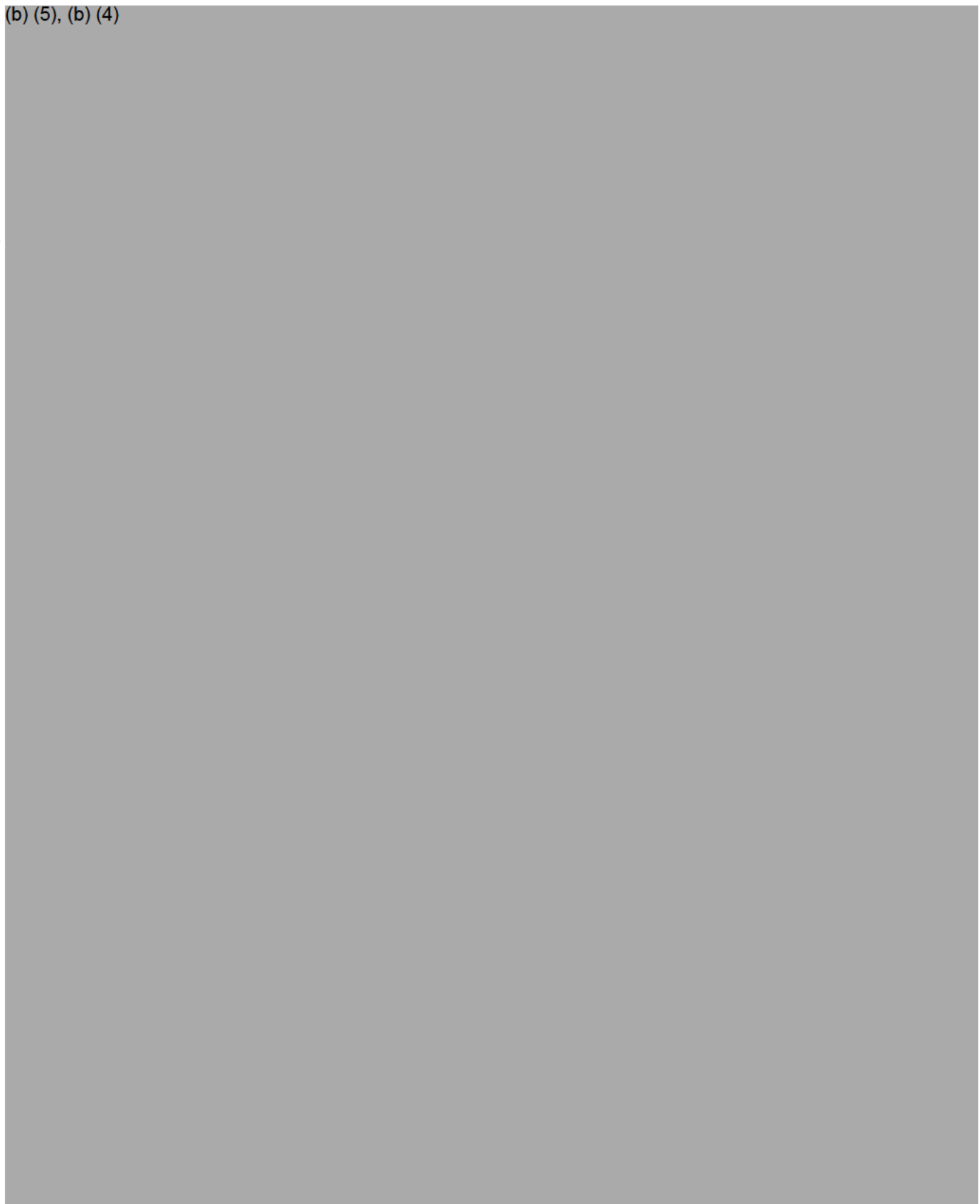
Fr: Mai-Liis Bartling and Steve Kasierski, Golden Gate NRA

Re: Summary of National Park Service ("NPS") "Guest Lodging Fees" and supplemental FBRG fees

(b) (5), (b) (4)



(b) (5), (b) (4)



H. R. 2361

One Hundred Ninth Congress
of the
United States of America

AT THE FIRST SESSION

*Begun and held at the City of Washington on Tuesday,
the fourth day of January, two thousand and five*

An Act

Making appropriations for the Department of the Interior, environment, and related agencies for the fiscal year ending September 30, 2006, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the following sums are appropriated, out of any money in the Treasury not otherwise appropriated, for the Department of the Interior, environment, and related agencies for the fiscal year ending September 30, 2006, and for other purposes, namely:

TITLE I—DEPARTMENT OF THE INTERIOR

BUREAU OF LAND MANAGEMENT

MANAGEMENT OF LANDS AND RESOURCES

For necessary expenses for protection, use, improvement, development, disposal, cadastral surveying, classification, acquisition of easements and other interests in lands, and performance of other functions, including maintenance of facilities, as authorized by law, in the management of lands and their resources under the jurisdiction of the Bureau of Land Management, including the general administration of the Bureau, and assessment of mineral potential of public lands pursuant to Public Law 96-487 (16 U.S.C. 3150(a)), \$860,791,000, to remain available until expended, of which \$1,250,000 is for high priority projects, to be carried out by the Youth Conservation Corps; and of which \$3,000,000 shall be available in fiscal year 2006 subject to a match by at least an equal amount by the National Fish and Wildlife Foundation for cost-shared projects supporting conservation of Bureau lands; and such funds shall be advanced to the Foundation as a lump sum grant without regard to when expenses are incurred.

In addition, \$32,696,000 is for Mining Law Administration program operations, including the cost of administering the mining claim fee program; to remain available until expended, to be reduced by amounts collected by the Bureau and credited to this appropriation from annual mining claim fees so as to result in a final appropriation estimated at not more than \$860,791,000, and \$2,000,000, to remain available until expended, from communication site rental fees established by the Bureau for the cost of administering communication site activities.

continue in effect under the renewed permit. Nothing in this section shall be deemed to extend the nonrenewable permits beyond the standard 1-year term.

SEC. 124. Notwithstanding any other provision of law, the Secretary of the Interior is authorized to acquire lands, waters, or interests therein including the use of all or part of any pier, dock, or landing within the State of New York and the State of New Jersey, for the purpose of operating and maintaining facilities in the support of transportation and accommodation of visitors to Ellis, Governors, and Liberty Islands, and of other program and administrative activities, by donation or with appropriated funds, including franchise fees (and other monetary consideration), or by exchange; and the Secretary is authorized to negotiate and enter into leases, subleases, concession contracts or other agreements for the use of such facilities on such terms and conditions as the Secretary may determine reasonable.

SEC. 125. Upon the request of the permittee for the Clark Mountain Allotment lands adjacent to the Mojave National Preserve, the Secretary shall also issue a special use permit for that portion of the grazing allotment located within the Preserve. The special use permit shall be issued with the same terms and conditions as the most recently-issued permit for that allotment and the Secretary shall consider the permit to be one transferred in accordance with section 325 of Public Law 108–108.

SEC. 126. Notwithstanding any other provision of law, the National Park Service final winter use rules published in Part VII of the Federal Register for November 10, 2004, 69 Fed. Reg. 65348 et seq., shall be in force and effect for the winter use season of 2005–2006 that commences on or about December 15, 2005.

SEC. 127. Section 1121(d) of the Education Amendments of 1978 (25 U.S.C. 2001(d)) is amended by striking paragraph (7) and inserting the following:

“(7) APPROVAL OF INDIAN TRIBES.—The Secretary shall not terminate, close, consolidate, contract, transfer to another authority, or take any other action relating to an elementary school or secondary school (or any program of such a school) of an Indian tribe without the approval of the governing body of any Indian tribe that would be affected by such an action.”

SEC. 128. Section 108(e) of the Act entitled “An Act to establish the Kalaupapa National Historical Park in the State of Hawaii, and for other purposes” (16 U.S.C. 410jj–7) is amended by striking “twenty-five years from” and inserting “on the date that is 45 years after”.

SEC. 129. Section 402(b) of the Surface Mining Control and Reclamation Act of 1977 (30 U.S.C. 1232(b)) is amended by striking “September 30, 2005,” and inserting “June 30, 2006.”

SEC. 130. None of the funds in this or any other Act may be used to set up Centers of Excellence and Partnership Skills Bank training without prior approval of the House and Senate Committees on Appropriations.

SEC. 131. Section 114 of the Department of the Interior and Related Agencies Appropriations Act, 2003 (16 U.S.C. 460bb–3 note; 117 Stat. 239; division F of Public Law 108–7), is amended—

(1) in the second sentence, by inserting “, including utility expenses of the National Park Service or lessees of the National Park Service” after “Fort Baker properties”; and

(2) by inserting between the first and second sentences the following: "In furtherance of a lease entered into under the first sentence, the Secretary of the Interior or a lessee may impose fees on overnight lodgers for the purpose of covering the cost of providing utilities and transportation services at Fort Baker properties at a rate not to exceed the annual cost of providing these services."

SEC. 132. (a) Section 813(a) of the Federal Lands Recreation Enhancement Act (16 U.S.C. 6812(a)) is amended by striking "and (i)" and inserting "and (i) (except for paragraph (1)(C))".

(b) Section 4(i)(1)(C)(i) of the Land and Water Conservation Fund Act of 1965 (16 U.S.C. 4601-6a(i)(1)(C)(i)) is amended—

(1) by striking "Notwithstanding subparagraph (A)" and all that follows through "or section 107" and inserting "Notwithstanding section 107", and

(2) by striking "account under subparagraph (A)" and inserting "account under section 807(a) of the Federal Lands Recreation Enhancement Act (16 U.S.C. 6806(a))".

(c) Except as provided in this section, section 4(i)(1)(C) of the Land and Water Conservation Fund Act of 1965 (16 U.S.C. 4601-6a(i)(1)(C)) shall be applied and administered as if section 813(a) of the Federal Lands Recreation Enhancement Act (16 U.S.C. 6812(a)) (and the amendments made by that section) had not been enacted.

(d) This section and the amendments made by this section take effect as of December 8, 2004.

SEC. 133. Section 5(c) of the National Trails System Act (16 U.S.C. 1244(c)) is amended by adding at the end the following: "(43)(A) The Captain John Smith Chesapeake National Historic Watertrail, a series of routes extending approximately 3,000 miles along the Chesapeake Bay and the tributaries of the Chesapeake Bay in the States of Virginia, Maryland, Pennsylvania, and Delaware and the District of Columbia that traces Captain John Smith's voyages charting the land and waterways of the Chesapeake Bay and the tributaries of the Chesapeake Bay.

"(B) The study shall be conducted in consultation with Federal, State, regional, and local agencies and representatives of the private sector, including the entities responsible for administering—

"(i) the Chesapeake Bay Gateways and Watertrails Network authorized under the Chesapeake Bay Initiative Act of 1998 (16 U.S.C. 461 note; title V of Public Law 105-312); and

"(ii) the Chesapeake Bay Program authorized under section 117 of the Federal Water Pollution Control Act (33 U.S.C. 1267).

"(C) The study shall include an extensive analysis of the potential impacts the designation of the trail as a national historic watertrail is likely to have on land and water, including docks and piers, along the proposed route or bordering the study route that is privately owned at the time the study is conducted."

SEC. 134. (a) Notwithstanding section 508(c) of the Omnibus Parks and Public Lands Management Act of 1996 (40 U.S.C. 8903 note; Public Law 104-333) there is hereby appropriated to the Secretary of the Interior \$10,000,000, to remain available until expended, for necessary expenses for the Memorial to Martin Luther King, Jr., authorized in that Act.

EXHIBIT T

Phased Improvements

(b) (4)



EXHIBIT U

RETREAT PROGRAM PARTNER AGREEMENTS

None

EXHIBIT V

NPS Special Event Guidelines

[To be attached]

Golden Gate

National Recreation Area

Standard Operating Procedures

SUBJECT:	Interim Special Park Uses Guidelines for East Fort Baker
PROCEDURE NO:	612
EFFECTIVE DATE:	8/1/04 - until opening of the Ft. Baker Retreat and Conference Center or until a revised SOP is approved at an earlier date.
REPLACES:	NEW <i>Brian O'Neill 7-22-04</i>

PURPOSE OF PROCEDURE:

Fort Baker, one of the most scenic destinations within the Golden Gate National Recreation Area (GGNRA), has historically been accessible to the public. It attracts many visitors to its historic waterfront and marina, open space, parade ground, the Golden Gate Bridge and the Bay Area Discovery Museum. Given the prominence of the location and its unique assets, Fort Baker is in demand for a variety of Special Park Uses. A Special Park Use is defined as a short-term activity that takes place in a park area, and that:

1. Provides a benefit to an individual, group, or organization rather than the public at large;
2. Requires written authorization and some degree of management control from the National Park Service in order to protect park resources and the public interest;
3. Is not prohibited by law or regulation;
4. Is not initiated, sponsored, or conducted by the National Park Service; and
5. Is not managed under a concession contract, cooperative agreement, a recreation activity for which the NPS charges a fee, or a lease.

Since implementation of the Fort Baker Project is forthcoming, this Standard Operating Procedure (SOP) shall function as an interim document until the official opening of the retreat and conference center or until a revised SOP is approved at an earlier date. The purpose of this SOP is to:

1. Provide National Park Service (NPS) personnel with consistent policies addressing special park uses at Fort Baker.
2. Provide blanket approval for special park use proposals that clearly meet all guidelines in this SOP and NPS management documents.
3. Ensure that Special Park Uses comply with the Fort Baker Plan Final Environmental Impact Statement Record of Decision (June 2000).

SCOPE AND APPLICABILITY:

This standard operating procedure applies to special use permit requests at Fort Baker, including requests from Park Partner organizations.

ROLES AND RESPONSIBILITIES:

The Chief of the Office of Special Park Uses is responsible for identifying whether the Standard Operating Procedure is up to date or requires revision. It is also the responsibility of the Chief to either complete, or assign to another staff member, any revisions and approvals that the document requires.

The Deputy Superintendent is responsible for a substantive review of this Standard Operating Procedure and recommending approval.

The General Superintendent will approve and sign this Standard Operating Procedure.

TOPICS COVERED IN THIS PROCEDURE:

- I. Introduction
- II. Background and Overview of Special Park Uses at Fort Baker
- III. Procedures for Applying and Scheduling Special Park Use Permit Requests
- IV. Review and Approval of Special Park Uses
- V. Special Park Use Guidelines
- VI. Site Specific Guidelines
- VII. Monitoring of Special Park Uses

c) Other measures that could be implemented as part of Fort Baker's TDM include: Implement limitations on programs offered and scheduling of large events. (FEIS 2.6.6. Traffic and Circulation: page 2-33).

d) During special events requiring a park permit (as described in the TDM discussion), the NPS could require the use of traffic control officers at potential bottleneck locations to improve traffic flow and safety. This measure could also be used to alleviate construction-related effects if deemed necessary through monitoring. If implemented, this measure will be reviewed with the GGBHTD, Caltrans, and other relevant agencies to ensure coordination with their operations and assure that proper permits are received and qualified personnel employed. (FEIS 2.6.6. Traffic and Circulation: page 2-34).

3. The FEIS requires that event guidelines, "...be established to assure that events are small-to-medium-sized, and that the location, frequency, duration, and nature of events at Fort Baker are compatible with the conference and retreat center and the quiet character of the site, and protective of the site's natural and cultural resources." (FEIS 2.6.9 Recreation and Visitor Use: page 2-37).

D. NPS Management Policies and Code of Federal Regulations

1. All special park use permit requests must comply with NPS Management Policies and the Code of Federal Regulations.

II. BACKGROUND AND OVERVIEW OF SPECIAL PARK USES AT FORT BAKER

A. Unique Site Attributes That Influence Special Use Permit Requests

1. Fort Baker is an ideal starting point for walk-a-thons, runs and bike tours that wish to incorporate a crossing of the Golden Gate Bridge and destination points in the Presidio, Crissy Field, or Fort Baker into their courses.
2. Fort Baker is one of a very limited number of locations for commercial film and photography projects requiring a close up of the Golden Gate Bridge.
3. Two park partners based at Fort Baker hold annual events, the Bay Area Discovery Museum and the U.S. Coast Guard.
4. Fort Baker has exceptional scenic qualities and provides views of the city, bay, Alcatraz, Golden Gate Bridge, as well as historic streetscapes and structures.

It is listed in the National Register of Historic Places and is part of a National Historic District.

5. The number of parking spaces available in Fort Baker is limited and they are quickly filled during special events.
6. Natural soundscape and darkness.

B. Special Events at Fort Baker with Precedent

1. Fort Baker has hosted long standing annual events such as Across the Bay 12K, March for Parks, the Girl Scouts' Bridging walk, and the Tamalpais Outrigger Canoe Race permitted by the GGNRA.
2. The GGNRA has approved requests for other events, (e.g., fun runs, bike and kayak tours, etc.) and commercial filming and photography requests.
3. The GGNRA has permitted three private tented events on the fishing pier (FB415).
4. Permitted events sponsored by GGNRA Park Partners, such as the Bay Area Discovery Museum's Annual Goblin Jamboree and Soapbox Derby as well as the U.S. Coast Guard's Public Safety Open House.

III. PROCEDURES FOR APPLYING and SCHEDULING OF SPECIAL USE PERMIT REQUESTS

A. Applying for a Special Use Permit

1. Event organizers may contact the Office of Special Park Uses (OSPU) to request an application and entry on to the event calendar up to one year in advance of the proposed event. There is no minimum advance notice requirement for proposing an event or filming activity; however, the Park may deny a request if it is determined there is not ample time for a thorough review of the proposal.
2. All persons proposing a special park use must complete the appropriate Special Use Permit Application form. The application form is available by mail, fax, and the GGNRA website.

B. Event Scheduling and Coordination

1. All special park use requests (interior and exterior) must be cleared through the Fort Baker Project Office by calling or emailing the Project Manager

(currently Steve Kasierski) to eliminate conflicts with implementation of the Fort Baker Plan and rehabilitation projects.

2. Projects related to implementation of the Fort Baker Plan shall take precedence over special use permit requests. During the implementation period, special use permits can be cancelled on short notice should unforeseen circumstances delay or change the timeline of scheduled projects.

3. Event dates are secured on a first-come, first-served basis, with priority given to events directly sponsored or co-sponsored by the National Park Service. Priority is also given to long-standing annual events, (e.g., Across the Bay 12K, Goblin Jamboree, Soapbox Derby, Girl Scout's Bridging Event).

4. All special events and filming projects, regardless of sponsorship, shall be scheduled through OSPU and shall be included on a master calendar.

5. The following NPS divisions, government agencies and organizations are already provided a calendar of special park uses at the beginning of each month by email or fax. Any NPS office interested in receiving a copy should contact their division chief:

a) Assistant Superintendent, Chief of the Office of Public Affairs & Special Events, Chief of Visitor and Resource Protection, Chief of Interpretation, Chief of Business Management, Chief of Planning, Chief of Natural Resources, Chief of Cultural Resources, Chief of Maintenance, U.S. Park Police, Golden Gate Bridge Highway & Transportation District, Sausalito City Manager.

6. Copies of special use permit summary sheets will be provided to the following offices in advance of each permitted activity:

a) Park Dispatch (561-5522), Ft. Baker Project Office (561-4410), U.S. Park Police (561-4179), North District Law Enforcement (331-7334), Marin Interpretive Area Site Supervisor (389-6957), Fort Baker Buildings and Utilities (561-7305), Marin Headlands Visitor Center (331-6963), Marin Headlands Roads and Trails (331-9452), Marin Headlands Buildings and Grounds (331-0920), Marin Headlands Facilities Manager (331-1238), Fire Management Office (331-6942), Marin Headlands Fire Station (332-7139), Presidio Fire (561-1505, 5189, 4222), Bay Area Discovery Museum (332-9671), United States Coast Guard (331-2816), Presidio Yacht Club (332-7358), Sausalito City Manager (289-4167).

7. OSPU personnel shall ensure permittee coordinates with the following additional agencies during cross jurisdictional events:

a) Golden Gate Bridge Highway and Transportation District, California Department of Transportation (Caltrans), City of Sausalito, United States Coast Guard, California Highway Patrol, San Francisco Police Department, Marin County Sheriff's Office, Presidio Trust.

IV. REVIEW AND APPROVAL

A. Proposals to be Approved Without Project Review

1. If a proposal falls within the guidelines of this SOP, NPS management documents, and previous permits have established a precedent for the activity, a permit may be granted without Project Review. The following requests will fall under this category:

a) Annual GGNRA permitted events (e.g., Across the Bay 12K, Goblin Jamboree, Soapbox Derby, Girl Scout's Bridging Event, Bridge to Bridge, Coast Guard Safety Open House, Outrigger Canoe Race.

b) Film and photography requests comparable to previously permitted exterior use requests at Fort Baker that do not include closed areas or social trails.

c) Individuals or groups wishing to exercise First Amendment rights in relation to a special event or activity within the GGNRA (see First Amendment Activities below).

d) Special events that are comparable to previously permitted events at Fort Baker. All other new proposals or major changes to previously permitted events shall receive administrative or full project review.

B. Proposals Requiring Superintendent's Approval

1. If a proposal does not fall within the parameters listed above, the Office of Special Park Uses will submit a Briefing Statement to the General Superintendent for review. If the General Superintendent grants conceptual approval, the proposal will be submitted to Project Review.

V. SPECIAL PARK USE PERMIT GUIDELINES

A. Debris Containers and Recycling

1. All trash, garbage, and waste must be bagged and removed from parklands or debris box service must be provided. Permittee may contact debris box vendor directly or OSPU may request reimbursement for arranging dumpster service.

2. Bay Cities Refuse Service (332-3646) has exclusive jurisdiction for debris box rentals at Fort Baker.
3. The GGNRA will require recycling and sustainable practices when coordinating special events.
4. Animal proof trash receptacles are required.

B. Portable Restrooms

1. Event organizers shall provide portable toilets at the ratio of one toilet for every two hundred expected participants for events that do not involve the sale of food and drink.
2. Event organizers shall provide toilets at the ratio of one toilet for every fifty expected participants for events that involve the sale of food and drink.
3. In both cases, one-fifth of all toilets shall meet ADA specifications.
4. Event organizers will be responsible for ensuring portable restrooms are removed by the end of the next weekday after the completion of an event.

C. Tenting

1. Tents used at special events shall be neutral in color, (i.e. white, tan or clear).
2. Whenever possible, it is preferable for tents to be secured with water barrels. If tent stakes are to be used, the OSPU must coordinate with maintenance staff to ensure that utility lines will not be punctured.
3. If tent staking is proposed in an area that has not previously been cleared for such a purpose, OSPU shall contact the GGNRA Section 106 coordinator (Paul Scolari) by phone or email, to ensure compliance with the National Historic Preservation Act. The Section 106 coordinator will determine if a proposed request will require Quintex review.

D. Sound

1. The natural soundscape and quiet character of the site will be taken into consideration when analyzing proposed requests. Event organizers will, to the greatest extent feasible, minimize sound levels and contain sound to event areas.
2. It is favorable to maintain amplified sound levels at or below 70 decibels at the perimeter of the Parade Ground (approximately equivalent to a lawn mower at a distance of 100 feet).

E. Lighting

1. Event organizers will use the minimum lighting necessary and must prevent fugitive light from event areas.
2. The use of low-wattage bulbs and shielded fixtures will be required. Bulbs should not protrude below the shields and light should not project upward into the sky.

F. Utilities

1. Permit holders shall be responsible for providing a generator(s) for their own power needs. Permit holders will not be allowed to use power from existing utilities at Fort Baker. Permittees may be required to use enclosed or insulated generators rather than open units.

G. Signage

1. Permit holders may be required to place event signage to improve traffic flow and safety.
2. If a permit holder is required or proposes to post signage, they shall provide a map of the proposed locations and examples of signage to the Office of Special Park Uses for approval prior to the event.
3. Event signs shall be restricted to information related to the event, (e.g. directions, dates, times, etc.). Signs that are strictly commercial notices or advertisements are prohibited (36 CFR 5.1 - Advertisements).
4. Temporary signage must be self-standing and may not be secured into the ground. Signage affixed to existing signage, natural and cultural features or secured into the ground will be removed by park personnel.
5. If an event will alter public or vehicle access, advance notice signs shall be in place 7-days prior to the event. Signs shall be posted at the affected site and along major thoroughfares and shall contain the following information:
 - a) Nature of restriction, (e.g. no motor vehicles, no parking, etc.)
 - b) Name of event
 - c) Dates and times of event
 - d) OSPU phone number for more information

6. It will be the responsibility of the permittee to ensure that all signage associated with their event is removed within 48-hours after the event.

7. If areas will be closed to vehicle parking and towing could occur, signage must be posted 72-hours in advance.

H. Safety and Security

1. Depending on the complexity of an event, OSPU may assign NPS and/or USPP staff to be on site during an event. NPS will recover all costs related to on site management by NPS staff.

2. OSPU shall conduct briefings with special event personnel, including NPS employees and permit holders, prior to the event.

3. If a special park use is in conflict with security measures, the security measures will take precedence. Certain areas of Fort Baker may be closed to public access and special park uses during heightened states of alert. Special use permits can be cancelled on short notice should unforeseen emergency circumstances occur. All permittees shall have an alternate route planned in advance and procedures for canceling their event should be in place.

I. Fire Prevention

1. The OSPU office will contact the Presidio Fire Prevention Branch when proposals contain the use of tents, propane, cooking appliances, barbecues, or other heat/flame producing equipment. Set-up diagrams will be provided to the Fire Prevention Branch for review. Use of these items will be approved on a case by case basis.

2. It is the responsibility of the permittee to provide fire extinguishers when propane, cooking appliances, barbecues, or other heat/flame producing equipment is utilized. The Fire Prevention Branch will make recommendations for the amount and placement of such extinguishers on a case by case basis.

J. Visitor Access

1. Roads and trails will remain open to regular visitor use and emergency traffic for the duration of the special event. Exceptions include temporary road closures for participant safety.

2. Any event requiring closure of Bunker Road, Lower Conzelman, or East Road will be required to go through Project Review.

3. If an area is fenced and gated for a ticketed event, surrounding trails and roads will remain accessible to visitors.

K. Alcohol Sale and Consumption at Special Events

1. If alcohol is to be served, it will be noted in the permit conditions and summary sheet.
2. The sale of alcohol will only be allowed at gated events and event organizers must comply with 36 CFR 2.35 – Alcoholic beverages and controlled substances.

L. Event Parking and Traffic Management

1. Parking at Fort Baker will become more constrained in the future and a Transportation Demand Management Plan (TDM) plan is forthcoming. The purpose of the TDM is to reduce automobile use and parking requirements, alleviate traffic congestion, and enhance transportation safety. All special park use requests will be required to comply with the TDM. When requested by GGNRA, permittees will be required to submit an event specific TDM to the Office of Special Park Uses for approval prior to issuance of a Special Use Permit. Some measures may include, but are not limited to:

- a) Utilizing an array of transportation modes, (e.g., ferry service, shuttles, busses, bicycles, car pools, car and/or bicycle valet service etc.)
- b) Streamlining traffic flow by providing routes to parking facilities that involve right turns only.
- c) Staggering work shifts of event employees/volunteers, deliveries, and event activities.
- d) Selling a pre-determined number of advance tickets to limit participants.
- e) Scheduling event to avoid peak hours to maximum extent feasible.
- f) Providing written information to event attendees in advance of event on various modes of transportation available.
- g) Providing incentives to event participants for using alternative modes of transportation, (e.g., reduced entry or ticket fee, free gifts, preferred parking for car pools, etc.)
- h) Directing cars to specific parking lots in a predetermined pattern.

i) Requiring use of traffic control officers at potential bottleneck locations to improve traffic flow and safety. If implemented, this measure will be reviewed with the GGBHTD, Caltrans, and other relevant agencies to ensure coordination with their operations and assure that proper permits are received and qualified personnel employed (Record of Decision 2.6.7:Traffic and Circulation, page 13).

j) Inclusion of overflow parking along East Road on existing paved/graveled surfaces with shuttle service provided to special event site as appropriate depending on scale of event.

k) Offering monitored bicycle parking. OSPU personnel shall plan bike-parking areas in conjunction with event organizers to locate them in convenient proximity.

2. Vehicular traffic is prohibited on Lower Conzelman Road. The only exceptions are emergency and service vehicles. It may also be used for one-way outbound traffic during peak traffic conditions (Record of Decision 2.6.7:Traffic and Circulation, page 10). It will mainly be used for bicycle and pedestrian traffic.

3. Fire and emergency access lanes must be identified and kept clear during events.

4. Event parking and traffic management plans may be reviewed by the GGNRA Transportation Coordinator (currently Paul Bignardi).

5. Permittees should encourage event participants to enter Fort Baker via Bunker Road in order to minimize any increased traffic through the City of Sausalito.

M. Aviation

1. Helicopter landings shall be limited to circumstances of security and safety or for official use by the Federal Government. OSPU will not issue permits for helicopter fly-bys or landings unless it is expressly approved the General Superintendent. If such a use is approved, a flight plan must be submitted to the Park and approved by the General Superintendent.

2. Aviation companies must comply with all FAA regulations and must submit their flight plan to the FAA.

3. The Fire Management Office and Park Aviation Coordinator are responsible for aviation uses in the Park. They shall be consulted if any aviation uses are being considered.

4. The Golden Gate Bridge District and U.S. Coast Guard shall be notified in advance of any aviation uses in the vicinity of Fort Baker.

N. Endangered Species

1. Events are prohibited in areas designated for the protection of the endangered Mission Blue Butterfly. In general, these areas are Battery Cavallo, Battery Yates and Drown Fire Road. The SPUG office shall consult with the Division of Natural Resources if proposed uses have any potential to impact these areas (point of contact for Mission Blue butterfly issues is currently Jessica Shors).

O. First Amendment Activities

Individuals or groups wishing to exercise First Amendment rights in relation to a special event or activity within the GGNRA may apply to the Superintendent for the designation of an additional First Amendment area. These sites will be temporary and will only exist during the time frame designated within the permit (36 CFR 2.51 – Public Assemblies, meetings and 2.52 – Sale or distribution of printed matter).

VI. SITE SPECIFIC GUIDELINES

A. General Exterior Uses

1. The GGNRA Section 106 coordinator (currently Paul Scolari) must clear all special use permit requests, by phone or email, that require ground disturbance or an installation affecting a cultural or historic landscape, structure or archeological site, to ensure compliance with the National Historic Preservation Act. The Section 106 coordinator will determine if a proposed request will require Quintex review.

B. Interior Uses

1. Prior to the NPS execution of a long-term lease, building interiors may be used for filming /photography projects, storage, trainings, or other short-term uses. This shall include all internal NPS trainings. These uses will be scheduled on a calendar maintained by the Office of Special Park Uses.

2. Commercial filming requiring the use of lighting will be prohibited in the interiors of buildings until fire suppression systems are functioning.

3. The GGNRA Section 106 coordinator (currently Paul Scolari) must clear all special use permit requests by phone or email for use of interior space to ensure compliance with the National Historic Preservation Act. The Section 106 coordinator will determine if a proposed request will require Quintex review.

4. Smoking is prohibited in all government buildings.

5. There will be no alteration, removal, or additions to structures (including walkways, exteriors and interiors of buildings), or any alterations of landscaping

without review of the Fort Baker Project Office, Project Review and Quintex Review.

6. All special park uses in historic buildings must be monitored by NPS and/or USPP staff.

7. Availability of utilities is not guaranteed. Permittees will be responsible for providing portable restrooms, water, and electricity if necessary.

C. Fort Baker Boat Ramp

1. Any use of the boat ramp for a special park use shall be coordinated with the U.S. Coast Guard.

D. Lower Conzelman Road

1. Vehicular traffic is prohibited on Lower Conzelman Road. The only exceptions are emergency and service vehicles. It may also be used for one-way outbound traffic during peak traffic conditions (Record of Decision 2.6.7: Traffic and Circulation, page 10). It will mainly be used for bicycle and pedestrian traffic.

2. NPS will coordinate any event traffic or road closures involving Lower Conzelman Road with the Golden Gate Bridge Highway and Transportation District and United States Coast Guard.

E. East Road

1. Existing paved/graveled surfaces on East Road may be used as a parking/staging area for shuttle service to special event sites as appropriate depending on the scale of the event.

F. Parade Ground

1. 36 CFR 1.5 of the GGNRA Compendium states that the Fort Baker parade ground is closed to all forms of organized athletics and sports activities. This is defined as recreation that requires the erection of associated equipment, use of uniforms, and/or exclusive use of more than one-third of the designated area or patterns of routine use.

2. The Parade Ground may not be used for vehicle parking. Parking on the Parade Ground is prohibited at all times.

G. Waterfront Parking Area

1. Prior to removal of the dirt parking area along the waterfront, the waterfront parking area may be used for staging and event parking.
2. OSPU will ensure notification and coordination the Presidio Yacht Club, U.S. Coast Guard and Bay Area Discovery Museum if the waterfront area is requested for events or film/photography projects.

H. Battery Yates

1. The GGNRA Section 106 coordinator (currently Paul Scolari) must clear all special use permit requests by phone or email for use of Battery Yates to ensure compliance with the National Historic Preservation Act. The Section 106 coordinator will determine if a proposed request will require Quintex review.

I. Battery Cavallo

1. Battery Cavallo, a historic structure, is closed in order to protect the endangered Mission Blue Butterfly. Special events and film/photography permits are prohibited.

J. Moore Road

1. Currently closed due to construction on Golden Gate Bridge and security concerns.

K. Battery Duncan

1. Closed to protect historic resources. Special events and film/photography permits are prohibited.

L. Fort Baker Fishing Pier

1. The Fort Baker Fishing Pier is listed as a designated fishing pier in the GGNRA Compendium and is to remain open twenty-four hours a day.

M. Social Trails

1. Use of social trails is prohibited for all events, including athletic events requesting trail use. Only officially designated trails may be included in courses.

N. Park Partner Sites

1. All Park Partner special event requests shall comply with the provisions within any and all agreements in place between the Park Partner and the GGNRA.

VII. MONITORING

A. Since the Fort Baker Project is ongoing, the Office of Special Park Uses and NPS staff will monitor permitted events to measure impacts on visitation and traffic.

B. Monitoring may include, but is not limited to:

1. The Office of Special Park Uses will complete an After Action Report which shall include observations, incidents, and recommendations.
2. NPS staff may take digital photographs to attach to After Action Reports.
3. NPS staff may record the traffic counter reading before and after events that will impact parking and traffic.
4. The NPS may also require, as a permit condition, that a permittee pay for outside consultants to monitor and record the impacts of event.

EXHIBIT W

Permitted Exceptions

1. **Property taxes**, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2006-2007.

Property not currently assessed on the Assessor's Tax Rolls

2. **The lien of supplemental taxes**, if any, assessed pursuant to the provisions of Chapter 3.5 (Commencing with Section 75) of the Revenue and Taxation code of the State of California.
3. Any rights in favor of the public which may exist on said land for access, parking, beach or recreational uses, if said land or portions thereof were at any time used by the public for such purposes.
4. The terms, conditions, reservations and provisions of the Act of the Legislature of April 16, 1859 (Chap. 334, Stats 1859, Page 33) and any amendments thereto and the effect of any failure to comply therewith.
5. The terms, conditions, reservations and provisions of the Act of the Legislature of March 2, 1897 (Chap. 81, Stats 1897, Page 74) and any amendments thereto and the effect of any failure to comply therewith.
6. **Intentionally deleted**
7. **Intentionally deleted**
8. **Intentionally deleted**
9. **Intentionally deleted**
10. The terms, conditions, reservations and provisions of the Act of the Legislature of July 8, 1976 (Chap. 351, Stats 1976, Page 996) and any amendments thereto and the effect of any failure to comply therewith.

- 11. Covenants**, conditions, restrictions and easements upon the terms, provisions and conditions provided in the unrecorded agreement by and between the Secretary of War and the Golden Gate Bridge and Highway District dated February 13, 1931 and on subsequent dates as said agreement was amended, as disclosed in document recorded December 10, 1953, in Book 840 of Official Records, page 148, Marin County Records.

And as said document may be further amended

Reference is made to said document for full particulars

- 12. Covenants**, conditions, restrictions and easements in the document by and between the Secretary of the Army and the State of California, upon the terms, provisions and conditions provided therein as set forth in document recorded December 10, 1953, in Book 840 of Official Records, page 148, Marin County Records.

And as amended by unrecorded Amendment No. 1, dated May 3, 1955, as disclosed by document recorded January 22, 1963, in Book 1650, page 544 of Official Records.

And as amended by Amendment No. 2, dated November 30, 1961, and recorded January 22, 1963, in Book 1650, page 544 of Official Records.

And as amended by Amendment No. 3, dated July 3, 1968, and recorded August 14, 1968, in Book 2232, page 247 of Official Records.

And as said document may be further amended

Reference is made to said document for full particulars.

13. Intentionally deleted

- 14. Easement** in favor of Pacific Gas and Electric Company, a California corporation for construction, maintenance, and operation of a pole line for the transmission and distribution of electricity upon the terms, provisions and conditions in the unrecorded agreement dated July 23, 1953, as disclosed in document recorded December 11, 1961, in Book 1525 of Official Records, page 7, Marin County Records.

No representation is made as to the present ownership of said easement

- 15. Covenants, conditions and restrictions** in the declaration of restrictions but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national

origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Recorded: December 11, 1961, Book 1525, Page 7, of Official Records

Does provide for reversion or forfeiture of title in the event of a breach thereof.

16. COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, CONVEYANCES, TRANSFERS, RIGHTS, INTERESTS, EASEMENTS, AND APPURTENANCES AS SET FORTH IN AND UPON THE TERMS AND PROVISIONS OF THAT CERTAIN UNRECORDED DOCUMENT DISCLOSED TO COMPANY

ENTITLED : LETTER OF TRANSFER AND TRANSFER REPORT
DATED : September 14, 1965

SAID DOCUMENT, AMONG OTHER MATTERS, PROVIDES FOR THE TRANSFER OF JURISDICTION, CUSTODY AND CONTROL OF LAND FROM THE DEPARTMENT OF THE ARMY TO THE UNITED STATES COAST GUARD TOGETHER WITH RIGHTS OF INGRESS AND EGRESS THROUGH ADJOINING LANDS, THE RIGHT TO MAINTAIN, OPERATE, REPAIR, _____, AND REMOVE

(1) OVERHEAD AND UNDERGROUND POWER LINES, THE RIGHT TO TIE INTO THE ARMY POWER SYSTEM

(2) A 2 INCH WATER PIPELINE TOGETHER WITH THE RIGHT TO TIE INTO THE ARMY WATER SYSTEM

SAID DOCUMENT, ALSO DISCLOSES AN UNRECORDED ARMY PERMIT SFR___9 (S) 666 BY AND BETWEEN THE ARMY AND THE COAST GUARD PROVIDING FOR POWER LINES AND WATER PIPELINES OWNED BY THE COAST GUARD WHICH ARE LOCATED ON ARMY LAND

NO REPRESENTATION IS MADE AS TO THE PRESENT OWNERSHIP OF SAID INTERESTS

REFERENCE IS MADE TO THE RECORD FOR FULL PARTICULARS

17. Covenants, conditions and restrictions in the declaration of restrictions but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Recorded: December 15, 1967, Book 2179, Page 503, of Official Records

- 18. Easement(s)** for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by: State of California
Purpose: Access, power lines, etc.
Recorded: December 15, 1967, Book 2179, Page 503, of Official Records

No representation is made as to the present ownership of said easement

- 19. Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: United States of America
Purpose: Underground communication cable
Recorded: August 21, 1968, Book 2234, Page 108, of Official Records

No representation is made as to the present ownership of said easement

- 20. Easement(s)** for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: State of California, Department of Transportation
Purpose: Underground water lines, etc.
Recorded: April 21, 1975, Book 2886, Page 595, of Official Records

No representation is made as to the ownership of said ea

- 21. Covenants, conditions and restrictions** in the declaration of restrictions but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Recorded: April 29, 1977, Book 3194, Page 400, of Official Records

Does provide for reversion or forfeiture of title in the event of a breach thereof.

- 22. Covenants, conditions and restrictions** in the declaration of restrictions but omitting any

covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Recorded: October 16, 1978, Book 3448, Page 234, of Official Records

Does provide for reversion or forfeiture of title in the event of a breach thereof

23. COVENANTS, CONDITIONS, RESTRICTIONS RESERVATIONS, CONVEYANCES, TRANSFERS, RIGHTS, INTERESTS, EASEMENTS, AND APPURTENANCES AS SET FORTH IN AND UPON THE TERMS AND PROVISIONS OF THOSE CERTAIN UNRECORDED DOCUMENTS DISCLOSED TO COMPANY

A. ENTITLED: LETTER OF TRANSFER
DATED: JULY 25, 2002
ACCEPTED: AUGUST 1, 2002

B. ENTITLED: MEMORANDUM OF AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF THE ARMY AND THE UNITED STATES DEPARTMENT OF THE INTERIOR THE NATIONAL PARK SERVICE CONCERNING THE INTERAGENCY TRANSFER OF BASE CLOSURE PROPERTY AT EAST FORT BAKER, MARIN COUNTY, CALIFORNIA
EXECUTED UNITED STATES DEPARTMENT OF THE ARMY AND THE
BY AND UNITED STATES DEPARTMENT OF THE INTERIOR,
BETWEEN: NATIONAL PARK SERVICE
DATED: JULY 25, 2002
ACCEPTANCE: AUGUST 1, 2002

SAID DOCUMENTS, AMONG OTHER MATTERS, PROVIDE FOR THE TRANSFER OF JURISDICTION, CUSTODY AND CONTROL OF THE LAND FROM THE DEPARTMENT OF THE ARMY TO THE DEPARTMENT OF THE INTERIOR

No representation is made as to the present ownership of said interests.

Representation is made to the record for full particulars

24. An unrecorded Right of Way Permit No. RW-GOGA-BMO-06-002 executed on June 28, 2006 by the U.S. Department of the Interior, National Park Service, Golden Gate Recreation Area and Pacific Gas and Electric Company for ownership, operation and maintenance of a 12 kv Primary electrical distribution system serving Fort Baker and the land as disclosed to

the Company.

25. **Matters** set forth on and disclosed by that certain Final Project Map of the Fort Baker Military Reservation, Department of the Army, Office of Chief Engineers, Washington, Drawing No. 15 -02 147, File No. 1-12-35.
26. **Rights** and easements for ingress, egress, utilities and roadway purposes and rights in connection with the maintenance thereof over that portion of the herein described land lying within all roads, rights of way, drives and streets in favor of the public, the State of California and the County of Marin.
27. **Intentionally deleted.**
28. **Water rights, claims or title to water**, whether or not disclosed by the public records.
29. **Any** claims of lien that may be filed against said land by reason of work of improvement thereon