

NAVY OFFICE PROVISIONS

THESE NAVY OFFICE PROVISIONS shall be effective on the Commencement Date described below and are by and between the Parties to the Economic Development Conveyance Memorandum of Agreement (“EDC MOA”) to which these Office Provisions are attached and made a part therein, specifically the TREASURE ISLAND DEVELOPMENT AUTHORITY, a California non-profit public benefit corporation, its successors and assigns (“TIDA”) and THE UNITED STATES OF AMERICA, acting by and through the Department of the Navy (“Navy”).

ARTICLE 1
DEFINITIONS

The terms used in these Office Provisions shall have the meaning set forth in Exhibit A (“Definitions”) to the EDC MOA and as set forth below.

The words “include”, “including” and “such as” shall each be construed as if followed by the phrase “without being limited to”. The words “herein”, “hereof”, “hereby”, “hereunder” and words of similar import shall be construed to refer to these Office Provisions as a whole and not to any particular article or subdivision thereof unless expressly so stated. Words and phrases used in the singular shall be deemed to include the plural and vice versa and nouns and pronouns used in any particular gender shall be deemed to include any other gender, as the sense of the context may permit.

“Building One” or “the Building” shall mean Building One located at One Avenue of the Palms, Treasure Island, San Francisco, CA 94130.

“Business Days” shall mean all days, excluding Saturdays, Sundays and all days observed by the state or federal government as legal holidays.

“Commencement Date” shall mean the date that TIDA acquires fee title to Building One from the Navy. Upon TIDA’s request, Navy shall execute a memorandum confirming the Commencement Date.

“Navy” shall mean the United States of America or any permitted assignee or other successor in interest (immediate or remote) of Navy herein named, when Navy herein named or such assignee or other successor in interest, as the case may be, is in possession of the demised premises as owner of the Navy’s estate and interest granted by these Office Provisions.

“Premises” shall mean space on the first and basement floors of Building One shown in Exhibit K-1 of the EDC MOA, comprising approximately 4,300 square feet of office space and 4,000 square feet of space for storage of files.

“Term” shall mean the period from (i) the Commencement Date through (ii) the Termination Date, unless terminated earlier by the Navy, or such earlier date that these Office Provisions may terminate in accordance with its terms.

“Termination Date” shall mean the day immediately preceding the 7 year anniversary of the Commencement Date, subject to adjustment in accordance with Article 12 hereof.

“Utilities” shall mean gas, electricity, heat, cooling, telephone, high speed internet, janitorial services, water, waste disposal, refuse collection and other utility-type services furnished to Navy or the Premises by TIDA, or otherwise billed to TIDA for use of the Premises and not directly billed to Tenant or the Premises, together with all related installation or connection charges or deposits.

“Utilities Charge” shall mean the estimated utility costs outlined below, subject to adjustment in accordance with Section 3(G and H).

Navy Utilities Use at Treasure Island						
						November 2013
Notes	Use	Consumption (monthly)	units	rate	Monthly cost	Annual cost
[1]	Electricity for CSO (Bldg 1)	9	MWH	\$ 142.75	\$ 1,284.75	\$ 15,417.00
[2]	Natural Gas for CSO (Bldg 1)	74	MCF	\$ 6.00	\$ 444.00	\$ 5,328.00
[3]	Water for CSO	6	KGAL	\$ 5.40	\$ 32.40	\$ 388.80
[4]	Sewer for CSO	6	KGAL	\$ 5.75	\$ 34.50	\$ 414.00
	TOTAL				\$ 1,795.65	\$ 21,747.80

Notes:

1. Bldg 1 = 10 W/sqft x 3,500 sqft, 12 hrs per day, 22 days per month = 9.24 MWH/month
2. 30 btu`'s/sqft/hr x 3,500 sqft, 24 hrs per day, 365 days per year = 77 (1,020 btu = 1 cf)
3. 30 GPD/person, 22 days per month assuming average staff of 9 =5.940 KGAL
4. Equal to domestic water consumption by CSO

ARTICLE 2 **AGREEMENT**

These Office Provisions, in accordance with Article 13 of the EDC MOA, provides for the use by the Navy of space and facilities located at the former Naval Station Treasure Island (“NSTI”), located in San Francisco, California, to serve as the Navy caretaker site office for the Term set forth on page one of these Office Provisions. None of these Office Provisions shall be deemed to have been waived by TIDA or Navy unless such waiver is in a signed writing. These Office Provisions may not be modified or discharged, except in writing.

ARTICLE 3 **USE**

(A) Navy shall have the exclusive use of the Premises.

(B) The Navy shall have the right to 6 reserved parking spaces in close proximity to Building One. The Navy shall have access to restroom facilities and other common area spaces which are available to other Building One tenants.

(C) Navy shall have the right to use all streets, roads, parking areas, entrances, exits, corridors and stairways as necessary for ingress and egress to the Premises.

(D) Navy shall be responsible for operations, basic upkeep, and maintenance of the Premises, and its facilities and equipment contained therein.

(E) Navy may use the Premises only for executive and administrative offices and for no other purposes. Such uses include but are not limited to offices, meeting rooms, file storage, computer equipment, and telecommunications facilities. Navy shall keep the Premises clean and remove all rubbish from the Premises, at Navy's sole cost and expense. Navy shall have the right to access the property at any time, subject to TIDA's reasonable rules and regulations regarding security.

(F) The Premises shall not include any common areas of the Building or any rooms used by TIDA for mechanical, heating or air conditioning equipment or for storage by TIDA, and Navy shall not use or keep or store anything in any such rooms in the Building, but the Navy shall have access to common areas as set forth herein.

(G) Navy agrees to pay to TIDA, monthly or quarterly the Utilities Charge for the Premises. This Utilities Charge is based upon terms generally applied to other TIDA tenants or established based on uses and equipment within the Premises which have been reviewed and agreed upon by both parties.

(H) Upon prior written notice to the Navy, TIDA shall have the right, from time to time, to propose a change to the Utilities Charge when such proposed change is reasonable, justified, and not discriminatory and either: (i) a survey of Navy's Utilities usage, such survey to be prepared by a reputable, independent electrical consultant selected by TIDA and at TIDA's sole cost and expense, with the Navy having the right to have representation during the inspection and test, indicates that Navy's actual utility demands and consumption exceeds the Utilities Charge set forth above; or (ii) TIDA's cost for Utilities service increases based on the utility supplier's approved rate change. Any TIDA rate changes applied to the Navy will be applied to all TIDA tenants consistently. TIDA shall provide reasonable notice to the Navy and coordinate any requests for utility outages and interruptions with the Navy. While TIDA shall use reasonable diligence to provide a regular and uninterrupted supply of service and endeavor to keep the duration of any utility interruptions to a minimum and outside occupied periods whenever possible, TIDA shall not be in default hereunder or be liable for any damages, consequential or otherwise, directly or indirectly resulting from:

- (i) the installation, use or interruption of use of any equipment in connection with the furnishing of any of the foregoing services;
- (ii) the failure to furnish or delay in furnishing any such services;
- (iii) the limitation, curtailment, rationing of restrictions as implemented by the utility provider on use of water, electricity, gas or any other form of energy serving the Premises; or
- (iv) the interruption in services as a result of acts of God or any interruption in services which occurs as a result of the making of alterations, repairs or improvements to the Premises or the Building.

In the event that TIDA, at Navy's request, provides services to the Navy that are not otherwise provided for in these Office Provisions, Navy shall pay TIDA's reasonable charges for such services upon billing therefore.

(I) Navy represents that Navy's use of Utilities will be consistent with the normal usage of customers of a similar rate class or size.

(J) Navy shall not cause or permit any excessive noise, vibration or electrical interference, including without limitation music, or the playing of musical instruments, recordings, radios or television, or the installation or presence of machines or mechanical equipment which, in the reasonable judgment of TIDA, might unreasonably disturb other tenants of the Building.

(K) Navy shall not cause or permit any unusual or objectionable fumes, vapors or odors to emanate from the Premises which would annoy other tenants or create a public or private nuisance. Except as expressly provided under these Office Provisions, no cooking shall be done in the Premises, except that to the extent permitted by applicable legal requirements for pantries, the Premises may include microwave and convection ovens, coffee and tea-making machines and the like for the convenience of Navy's employees and visitors.

ARTICLE 4
PAYMENT

(A) Except as expressly provided in these Office Provisions, Navy's use of the Premises shall be at no cost to the Navy for a period of seven (7) years from the Commencement Date.

(B) Navy shall be responsible for its cost of all Utilities serving the Premises, subject to Sections 3(G) and 3(H). TIDA, at its expense, shall furnish, install, operate, and maintain all facilities required to furnish service hereunder in a manner consistent with TIDA's current property management practices.

ARTICLE 5
CONDITION OF PREMISES

Navy has inspected the Premises and accepts them "as is". Neither TIDA nor its agents have made any representations as to the condition of the Building or the Premises or to any other matter related to the Premises (except as herein expressly set forth). The taking of possession of the Premises shall be conclusive evidence that the Premises and the Building were in good and satisfactory condition at such time. TIDA has no obligation to prepare the Premises for Navy's occupancy.

ARTICLE 6
COMPLIANCE WITH LAW AND RULES

In the conduct of Navy's business and in Navy's use of the Premises and common areas, Navy must comply with all applicable laws and Building Rules and Regulations, except to the extent TIDA approves exceptions thereto, in its reasonable discretion, if necessary for Navy to

conduct its activities. TIDA reserves the right to prescribe the weight and position of all safes and mechanical equipment. Navy shall give prompt notice to TIDA of any notice Navy receives of the violation of any law or requirement of any public authority with respect to the Premises, or the use or occupation thereof. Navy, at its expense, shall procure and maintain any applicable governmental license or permit required for the proper and lawful conduct of the Navy's business in the Premises and post the same at the Premises or submit the same to TIDA for inspection from time to time upon demand, and Navy shall at all times comply with the terms and conditions of each such license and/or permit.

ARTICLE 7
DAMAGES

Navy shall take good care of all parts of the Premises, including equipment, fixtures, appurtenances, fittings and furnishings therein. Navy shall repair and maintain all parts of the Premises. Navy must not alter any part without TIDA's prior written consent, subject to the provisions of Article 29. Navy is liable for any damage caused by Navy or those on the Premises with Navy's permission to the extent provided in the Federal Tort Claims Act or other applicable laws. TIDA is responsible for documenting existing conditions.

ARTICLE 8
TIDA'S OBLIGATIONS

(A) Navy shall have the obligation to maintain and repair the Premises, and to perform any replacements necessary or advisable, during the Term. There shall be no liability on TIDA's part for inconvenience or injury arising from such repairs or improvements. TIDA has the right at any time to make changes to the exterior of the Building and interior of the Building outside of the Premises without incurring liability. TIDA maintains the right to impose controls on access to the Building by Navy's visitors as TIDA deems necessary for the Building's security without incurring liability. TIDA's controls will not impede normal Navy business.

(B) Notwithstanding the foregoing, the Navy shall not have any obligation to perform structural repairs to the Premises (meaning to columns, beams, exterior walls (excluding windows) or floor slabs) except those that shall be caused by Navy's acts, and TIDA shall perform any repairs necessary so the roof remains leak free during the Term, but shall not be obligated to perform any capital improvements to the roof.

(C) These Office Provisions and Navy's obligations hereunder shall in no way be affected or excused because TIDA is unable to fulfill any of TIDA's obligations if TIDA is prevented or delayed from so doing due to any cause beyond TIDA's reasonable control (e.g. strike or labor troubles, government preemption related to a national emergency, any order from a government agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency).

(D) TIDA is responsible to ensure that operable utilities are available to the Premises for the Navy to connect to.

ARTICLE 9
TIDA'S RIGHTS

TIDA shall have the right to enter the Premises at reasonable hours and with reasonable advance notice to show to prospective tenants, investors, purchasers and mortgagees of the Building, and to inspect the Premises. Reasonable notice shall mean at least 24 hours except in the event of an emergency. TIDA shall have the right to perform construction work, improvements and repairs in and around the Building at all times as TIDA deems necessary in its sole and absolute discretion. TIDA shall have the right from time to time to make changes to the Building, provided that no such change shall prevent the ordinary manner of operation of Navy's business in the Premises in accordance with the terms of these Office Provisions.

ARTICLE 10
EXCULPATION

Neither TIDA, nor any parent, subsidiary or affiliate of TIDA, nor any of their employees, agents, officers, members, managers, directors, and shareholders, shall be liable for any damage or claim with respect to any injury to persons or any damage to, or loss or destruction of any property of Navy, Navy's employees or Navy's guests, arising under these Office Provisions, unless due to gross negligence or willful misconduct on TIDA's part.

ARTICLE 11
DEFAULT

Default by either party to these Office Provisions shall be subject to the terms and conditions set out in the EDC MOA.

ARTICLE 12
ADJUSTMENT OF TERMINATION DATE

(A) At the expiration of the initial seven (7) year occupancy period, Navy may elect to terminate its occupancy or to renew its occupancy at fair market rent, to be determined by TIDA based upon the highest and best use permitted for the occupied space, and based upon rental rates for similar space at Treasure Island, for a renewal term not to exceed five (5) years. Navy shall provide TIDA with written notice of its election to renew its occupancy not less than one hundred eighty (180) days prior to the Termination Date. Within sixty (60) days after TIDA's receipt of Navy's election to renew, TIDA shall provide Navy with written notice of the fair market rent for the Premises. Within sixty (60) days after Navy's receipt of the notice of fair market rent for the Premises, Navy shall notify TIDA of its acceptance of the fair market rent or its dispute of the fair market rent, as described Article 27 of the EDC MOA for disputes not otherwise subject to Section 27.3.2. If TIDA can show 3 comparable market rates on Treasure Island the dispute is resolved in TIDA's favor. If Navy accepts the fair market rent, the renewal shall be on all of the terms of these Provisions except as provided in this Article 12 with respect to the fair market rent and the renewal term, and Navy shall have no further rights to renew its occupancy. If Navy does not notify TIDA of its acceptance or dispute of the fair market rent within such sixty (60) day period, Navy's right to renew its occupancy shall terminate and be of

no further force and effect, and Navy shall surrender the Premises to TIDA on the Termination Date in accordance with these Office Provisions.

(B) Navy may terminate its occupancy at any time upon thirty (30) days written notice.

ARTICLE 13 **TERMINATION**

(A) The termination of Navy occupancy for any reason shall not affect any rights, obligations or liabilities which have accrued under these Office Provisions on or before the effective date of such termination. Upon termination, each party shall promptly pay to the other party all amounts then due and payable under these Office Provisions and Navy shall have no obligation to pay amounts under these Office Provisions accruing after the date of termination.

(B) Upon expiration or termination of these Office Provisions, and to the extent directed by TIDA, Navy shall restore the Premises to the same or as good condition as existed on the date of entry under these Office Provisions, reasonable wear and tear excepted. Navy, at its sole and complete discretion, shall determine the disposition of personal property upon expiration or termination of the Term.

(C) Upon the expiration or earlier termination of the Term, Navy may remove any of Navy's personal property (including furniture). All property remaining in the Premises after Navy's removal shall be deemed abandoned and shall become the property of TIDA. Any objects of personal property left outside of the Premises will be discarded, at Navy's expense. TIDA will not be liable for any damage to or loss of objects left outside of the premises.

(D) Navy may terminate a portion of the Premises at any time with thirty (30) days notice. All requirements in Article 13 apply to the area being vacated. The pertinent Attachments to these Office Provisions will be modified to show appropriate changes, such as the Utilities Charge, the Navy used space, etc. All changes will be agreed upon by TIDA and the Navy.

(E) If the last day of the Term falls on Sunday, these Office Provisions shall expire at noon on the preceding business day.

ARTICLE 14 **HOLDOVER**

Navy agrees that if possession of the Premises is not surrendered to TIDA on or prior to the date of termination of these Office Provisions, Navy shall pay to TIDA on account of use and occupancy of the Premises with respect to each month and each portion of any month during which Navy holds over in the Premises after the date of termination of these Office Provisions, the then fair market value of the Premises. Nothing in this Article 14 shall prevent TIDA from exercising any other rights at law or equity in the event of a holdover.

ARTICLE 15
[RESERVED]

ARTICLE 16
[RESERVED]

ARTICLE 17
GOVERNING LAWS

The laws of the State of California govern these Office Provisions.

ARTICLE 18
ASSIGNMENT

(A) Navy shall not, whether voluntarily, involuntarily, or by operation of law or otherwise (i) assign its rights or delegate its duties under these Office Provisions (whether by operation of law or otherwise), (ii) sublet or license, or permit the subletting or licensing of, the Premises or any part thereof, (iii) permit the Premises or any part thereof to be occupied or used for desk space, mailing privileges or otherwise, by any person other than Navy, (iv) mortgage, pledge, encumber in any manner by reason of any act or omission on the part of Navy or any of its affiliates or designees or otherwise hypothecate the Premises or any part thereof, or (v) assign or otherwise encumber any rents or other sums receivable by Navy under any sublease of all or any part of the Premises, without in each instance obtaining the prior written consent of TIDA, which may be given or withheld in TIDA's sole discretion.

(B) TIDA shall have the right to assign its interest in the Building, or to another building to which the Navy is relocated in accordance with Article 25 hereof, to Treasure Island Community Development, LLC or its successors or assigns, by leasehold or other instrument, so long as TIDA retains rights under the applicable leasehold or other instrument that will enable TIDA to satisfy its obligations to provide the Premises (or such relocation Premises as applicable) and the six reserved parking spaces in accordance with the terms of these Navy Office Provisions and Section 13.1 of the EDC MOA.

ARTICLE 19
NOTICES

Notice under these Office Provisions shall be delivered by hand or sent by recognized overnight courier service to the following addresses:

If to TIDA: Treasure Island Development Authority
One Avenue of the Palms, Suite 241
Treasure Island
San Francisco, CA 94130
Attn: Treasure Island Project Director

with a copy to: Office of the City Attorney
City and County of San Francisco
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Attn: Real Estate Team Leader

If to Navy: The United States of America
at the Premises.

with a copy to: Department of the Navy
NAVFAC HQ
Base Realignment and Closure
Program Management Office West
1455 Frazee Road, Suite 900
San Diego, CA 92108
Attn: Director

Notices shall be deemed effective, if delivered by hand, upon delivery and, if sent by courier service, one day after such notices are deposited with the courier service.

ARTICLE 20
SIGNAGE

(A) Navy shall have the right to install signage identifying Navy on the front door of the Premises, provided that the design and content of such signage shall be subject to TIDA's prior written consent, not to be unreasonably withheld.

(B) Navy acknowledges that TIDA may maintain listings in a Building directory or in the lobby of the Building of the names of Navy and other occupants of the Building, and if TIDA maintains such listings, TIDA shall, at Navy's request, name Navy on such listings. The listing of any name other than that of Navy, whether on signage on the front door of the Premises, in the Building directory, in the lobby, or otherwise, shall not operate to vest any right, title or interest in these Office Provisions or in the Premises (or any portion thereof) in someone other than Navy or to be deemed the consent of TIDA within the meaning of this Article 20.

ARTICLE 21
[RESERVED]

ARTICLE 22
ESTOPPEL CERTIFICATE

At any time, upon at least ten (10) days' prior notice by TIDA, Navy shall execute, acknowledge and deliver to TIDA, and/or to any other person, firm or corporation specified by TIDA, a statement certifying that these Office Provisions are unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), stating whether or not there exists any default by TIDA under these Office Provisions, and, if so, specifying each such default.

ARTICLE 23
CASUALTY

(A) If the Premises or any part thereof shall be damaged by fire or other casualty, Navy shall give immediate notice thereof to TIDA and these Office Provisions shall continue in full force and effect, except as hereinafter set forth.

(B) If all or a portion of the Building is damaged or rendered unusable by fire or other casualty, TIDA shall have the right to relocate the Premises in accordance with Article 25 hereof by written notice to Navy given within ninety (90) days after such fire or other casualty.

ARTICLE 24
SUCCESSORS

The covenants contained in these Office Provisions shall bind and inure to the benefit of Navy and Navy's respective heirs, distributees, executors, administrators, and successors.

ARTICLE 25
RELOCATION

In accordance with Article 13 of the EDC MOA, after the Initial Conveyance and when the Premises occupied by the Navy in Building One is required by TIDA for implementation of the development project, TIDA shall have the right to relocate the Premises to another location within Building One or to one of the buildings known as the Great Whites, or to any other adequate location on Treasure Island or Yerba Buena Island.

If TIDA determines that the Premises must be relocated, TIDA shall give Navy six (6) months prior notice and a written description of the relocation space. The relocation premises shall be in contiguous space and substantially equivalent to the then-existing Premises, including access to utilities and security, provided that the relocated storage space may be located in one or more non-contiguous spaces.

TIDA shall bear any reasonable costs incurred by TIDA to physically relocate Navy to any relocation space, and shall be responsible for the cost of standard tenant improvements for the relocation consistent in quality with the current Premises. Reasonable costs and standard

tenant improvements, as those terms are used herein, shall include but not be limited to the cost of providing access to all utilities at the relocation space including to a dedicated T1 transmission line and the cost of establishing Navy Marine Corps Intranet (NMCI) connectivity to the T1 transmission line consistent in scope and quality with the current Premises. The Navy requires controlled access to the NMCI server and associated equipment. Specifically TIDA is also responsible for safely packing, moving and unpacking all furniture, computers, computer equipment, files, Navy property, and Navy personnel property, except as designated by the Navy. TIDA is responsible to ensure access to all utilities, internet, phone, and communication services to the relocation space as required for Navy use consistent in scope and quality with the current Premises. The new location will have adequate natural lighting and reasonable security to ensure the protection and safety of Navy personnel and property. TIDA shall perform all coordination with SHPO, if necessary, for any alterations required at the Great Whites to facilitate Navy relocation. The Navy is not in default of these Office Provisions if the relocation space is not suitable for functional Navy use after the 6 months' notice, including connectivity to NMCI.

ARTICLE 26
[RESERVED]

ARTICLE 27
[RESERVED]

ARTICLE 28
HAZARDOUS SUBSTANCES

(A) Navy agrees not to generate, store, manufacture, refine, transport, treat, dispose of, or otherwise permit to be present on or about the Premises any Hazardous Substances. "Hazardous Substances" shall be defined as any "hazardous chemical" or "hazardous substance" or similar term as defined in any applicable federal, state or local law, rule or regulation dealing with environmental protection, except as may be permitted by all applicable laws and regulations for ordinary office chemicals and supplies generally used and available for unrestricted public consumption. It is understood that the provisions in this paragraph shall be applicable notwithstanding the fact that any substance shall not be deemed a Hazardous Substance at the time of execution of these Office Provisions but shall thereafter be deemed to be a Hazardous Substance.

ARTICLE 29
ALTERATIONS

(A) Navy shall make no changes in or to the Premises without TIDA's prior written consent, not to be unreasonably withheld, provided that Navy shall be permitted to make non-structural, minor, decorative changes in or to the Premises without TIDA's consent. Subject to TIDA's prior written consent, and to the provisions of this Article 29, Navy, at Navy's sole cost and expense, may make alterations, installations, additions or improvements which are non-structural and which do not affect utility services or plumbing and electrical lines ("Tenant's Changes") in or to the interior of the Premises by using contractors of mechanics first approved in each instance by TIDA. Navy shall, before making any Tenant's Changes, obtain all applicable permits, approvals and certificates required by any governmental or quasi-

governmental bodies and (upon completion) certificates of final approval thereof, and shall deliver promptly duplicates of all such permits, approvals and certificates to TIDA, and Navy will cause Navy's contractors and sub-contractors to carry, such worker's compensation, commercial general liability, personal and property damage insurance as may be required in accordance with Section 28.3 of the Federal Acquisition Regulations. In no event shall TIDA consent to, and Navy shall not request, work that would: (i) require changes to structural components of the Building or the exterior design of the Building; (ii) require any material modification to the Building's mechanical, plumbing and electrical installations or installations outside the Premises; (iii) adversely affect the proper functioning of any of the mechanical, sanitary or other service systems of the Building; or (iv) not comply with all applicable laws, rules, regulations and requirements of any governmental agency having jurisdiction over the construction of the Building and/or the Premises.

ARTICLE 30
ENTIRE AGREEMENT

These Office Provisions contain the entire agreement between the parties and all prior negotiations are merged herein. These Office Provisions may not be orally changed, modified or discharged, in whole or in part, unless such agreement is set forth in a written instrument executed by the party against whom enforcement of the change, modification or discharge is sought.

ARTICLE 31
ENFORCEABILITY

If any term, covenant, provision or condition of these Office Provisions, or the application thereof to any person or circumstances, shall be held invalid, illegal or unenforceable in any respect, the remainder of these Office Provisions, or the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of these Office Provisions shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE 32
QUIET ENJOYMENT

TIDA covenants and agrees with Navy that upon Navy paying the additional rent payable hereunder and observing and performing all of the terms, covenants, and conditions on Navy's part to be observed and performed hereunder, Navy may peaceably and quietly enjoy the Premises subject, nevertheless, to the terms and conditions of these Office Provision and to matters of record.

ARTICLE 33
AVAILABILITY OF FUNDS

The Navy's obligations under this Office Provision are subject to the availability of funds appropriated for such purpose. Nothing in these Office Provisions shall be construed as or constitute a commitment or requirement that the Navy obligate or pay funds in contravention of

the Anti-Deficiency Act, 31 U.S.C. Section 1341, or that Congress, at a later time, will appropriate funds sufficient to meet deficiencies.

ARTICLE 34
NON-APPROPRIATION OF FUNDS

There shall be no obligation for the payment or expenditure of money by TIDA under these Office Provisions unless there is a valid appropriation from which the expenditure may be made and that unencumbered funds are available from the appropriation for the expenditure.