

ATTACHMENT J.4

APPENDIX D

**LEASE AND OCCUPANCY AGREEMENTS, CAMPUS
BUILDINGS, SPACE AND EQUIPMENT**

(Applies only if Clause H.40A is applicable)

**Applicable to the Operation of
Ernest Orlando Lawrence Berkeley National
Laboratory**

Contract No. DE-AC02-05CH11231

LEASE AND OCCUPANCY AGREEMENTS, CAMPUS BUILDINGS,
SPACE AND EQUIPMENT

- (a) The Contractor and the Government have entered into the following lease and occupancy agreements:
- (1) Occupancy Agreement entered into on June 28, 1948; Supplement No. 1 dated May 16, 1956; Supplement No. 2 dated October 24, 1961; Supplement No. 3 dated April 30, 1963; Supplement No. 4 dated December 2, 1964; Supplement No. 5 dated June 15, 1970; Supplement No. 6 dated February 23, 1988; Supplement No. 7 dated May 24, 2011; Supplement No. 8 dated December 2, 2014; Supplement No. 9 dated April 4, 2018; Supplement No. 10 dated May 20, 2020.
 - (2) Lease Agreement entered into on September 1, 1948 (Wilson Tract); Supplement No. 1 dated January 3, 1949; Supplement No. 2 dated June 30, 1955; Supplement No. 3 dated April 17, 1962; Supplement No. 4 dated April 6, 1965; Supplement No. 5 dated December 5, 1967; Supplement No. 6 dated April 3, 1975; Supplement No. 7 dated May 24, 2011; Supplement No. 8 dated April 25, 2012; Supplement No. 9 dated June 2, 2016; Supplement No. 10 dated April 4, 2018; Supplement No. 11 dated May 20, 2020; Supplement No. 12 dated August 24, 2020; Supplement No. 13 dated October 5, 2021; and Supplement No. 14 dated June 13, 2023.
 - (3) Lease Agreement entered into on November 9, 1959 (State University Tract – Plot 80 & 82); Supplement No. 1 dated December 2, 1964; Supplement No. 2 dated June 9, 1986; Supplement No. 3 dated February 23, 1988; Supplement No. 4 dated May 24, 2011; Supplement No. 5 dated April 23, 2012; Supplement No. 6 dated April 4, 2018; Supplement No. 7 dated May 20, 2020; Supplement No. 8 dated October 5, 2021; Supplement No. 9 dated March 3, 2022; and Supplement No. 10 dated June 13, 2023.
 - (4) Lease Agreement entered into on January 19, 1961 (East Site Development - Parcel 15); Supplement No. 1 dated May 25, 1962 (State University Tract, Simmons Plot); Supplement No. 2 dated September 21, 1962; Supplement No. 3 dated December 5, 1967; Supplement No. 4 dated October 6, 1969; Supplement No. 5 dated July 5, 1979; Supplement No. 6 dated April 1, 1985; Supplement No. 7 dated October 25, 1985; Supplement No. 8 dated October 12, 1985; Supplement No. 9 dated July 23, 1992; Supplement No. 10, dated June 2, 2003; Supplement No. 11 dated June 2, 2003; Supplement No. 12 dated May 23, 2011; Supplement No. 13 dated April 4, 2018; Supplement No. 14 dated May 20, 2020; Supplement No. 15 dated March 3, 2022; and Supplement No. 16 dated June 13, 2023.
 - (5) Lease Agreement entered into on May 1, 1962 (State University Campus Plot "O"); Supplement No. 1 dated September 21, 1962; Supplement No. 2 dated October 21, 1964; Supplement No. 3 dated March 23, 1965;

Supplement No. 4 dated April 27, 1966; Supplement No. 5 dated February 10, 1967; Supplement No. 6 dated July 5, 1979; Supplement No. 7 dated May 23, 2011; Supplement No. 8 dated April 4, 2018; Supplement No. 9 dated May 20, 2020; and Supplement No. 10 dated October 5, 2021.

- (6) Lease Agreement entered into on June 15, 1963 (Bailey Tract); Supplement No. 1 dated February 23, 1988; Supplement No. 2 dated May 23, 2011; Supplement No. 3 dated June 7, 2011; Supplement No. 4 dated March 10, 2020; Supplement No. 5 dated May 20, 2020; Supplement No. 6 dated October 5, 2021; Supplement No. 7 dated March 3, 2022; and Supplement No. 8 dated June 13, 2023.
 - (7) Occupancy Agreement for the Computational Research and Theory (CRT) Facility, dated October 12, 2011; Amendment No. 1 dated July 6, 2016 (incorporated herein by this reference).
 - (8) Occupancy Agreement for Solar Energy Research Center (SERC) (Chu Hall), dated August 9, 2014 (incorporated herein by this reference).
 - (9) Occupancy Agreement for Oakland Scientific Facility (OSF), dated December 3, 2018 (incorporated herein by this reference).
- (b) The provisions outlined below shall apply to the lease or occupancy by the Government of the property of the Contractor:
- (1) Lease and Occupancy Agreements For Structures And Improvements On Regular University Campus. The Contractor and DOE have entered into or shall enter into occupancy or lease agreements for the use of the regular University campus upon which structures and other improvements financed by the Government have been or will be constructed. Lease agreements shall be used in the case of new Government-owned structures and to the extent mutually agreed upon for other structures. Such lease agreements shall conform to leases entered into pursuant to paragraph (b)(2) below, except for such differences as the parties have agreed upon for prior leases on the State University Tract or may hereafter mutually agree upon. Such occupancy agreements shall incorporate the following terms and conditions, and such other provisions as may be agreed to by the parties:
 - (i) DOE shall have the right to occupy and use the property in conjunction with the Contractor during the term of this contract and any successor contracts and for three years after termination of such contracts as provided below.
 - (ii) After termination of this contract or any successor contract, and by mutual agreement of the parties at any time during the course of the work, the Contractor shall have the right to purchase any such structure or improvement at a price to be agreed upon as fair and proper. DOE shall be given reasonable notice of the Contractor's election to purchase. In the event the parties cannot agree upon the price for any such structure or improvement which the Contractor elects to purchase, the value of the

structure shall be determined by an appraiser mutually acceptable to the parties. In any such appraisal the original cost and appropriate depreciation of the structure or improvement shall be given full consideration in the determination of value.

- (iii) Subject to the Contractor's right to purchase, DOE shall have the right to occupy and use the structures and improvements in conjunction with the Contractor for a period of three years after termination for storage and such other purposes as may be approved by the Contractor, and to remove all or any part of any such structure or other improvements.
 - (iv) DOE shall not be obligated to restore any such property to its original condition or otherwise, except if DOE removes any substantial part of any structure or improvement the Contractor may require the restoration of the affected premises to its original condition.
 - (v) During the period of occupancy by DOE after termination, the Contractor shall continue to provide adequate maintenance, utilities and other necessary services, and shall afford DOE and its designees access to the premises at all times. DOE shall pay the Contractor for its direct expenses for maintenance and services for the structures and improvements attributable to DOE's occupancy and use during the period after termination.
 - (vi) Upon expiration of the three-year period after termination, all structures and improvements not purchased or removed shall become the property of the Contractor.
- (2) Lease Agreements For Structures And Improvements On Wilson Tract, Plot "O" And Plot "M." The Contractor and DOE have entered into or shall enter into lease agreements granting DOE rights in the property of the Contractor known as Wilson Tract, Plot "O" and "M" upon which structures and other improvements financed by the Government have been or will be constructed. Such leases shall incorporate the following terms and conditions, and such other provisions as may be agreed to by the parties:
- (i) DOE shall be granted a 50-year lease, or as otherwise stated, for the premises occupied by such structures and improvements together with a reasonable surrounding area. If the contractual relations between the Contractor and the Government are in effect at the end of the 50-year period of any lease period, or as otherwise stated the term of the lease shall extend until the termination of such relationship and three years thereafter. The term of the lease for each structure or improvement shall be effective from the date of approval of construction by DOE.
 - (ii) Under any such lease during the term of this contract and its extensions, the premises shall be used solely by the Contractor and DOE in carrying on work under this contract, unless otherwise agreed to by the parties in writing.

- (iii) The Contractor at any time during the term of the contract may purchase any such structure or improvement where the needs of the program no longer require their use. Such purchase shall be subject to paragraph (b)(2)(iv) below.
 - (iv) After termination of this contract or any successor contract, and by mutual agreement of the parties at any time during the course of the work, the Contractor shall have the right to purchase any such structure or improvement at a price to be agreed upon as fair and proper. DOE shall be given reasonable notice of the Contractor's election to purchase. In the event the parties cannot agree upon the price for any such structure or improvement which the Contractor elects to purchase, the value of the structure shall be determined by an appraiser mutually acceptable to the parties. In any such appraisal the original cost and appropriate depreciation of the structure or improvement shall be given full consideration in the determination of value.
 - (v) After termination, subject to the Contractor's right to purchase, DOE shall have the right to (A) continue research work related to energy, (B) place and maintain equipment related to the energy program, (C) remove all or any part of any such structure or improvements, and (D) carry on such other activities as may be mutually agreed to by the parties except as may be qualified by the parties. In exercising its rights pursuant to this subparagraph, DOE shall have the right to permit other organizations and individuals to participate with DOE in carrying on such activities.
 - (vi) Under any such lease, DOE shall not be obligated to restore any property to its original condition or otherwise, except that if DOE removes any substantial part of any structure or improvement the Contractor may require the restoration of the affected premises to its original condition.
 - (vii) During the period of the lease after termination of the contract, the Contractor shall continue to provide adequate maintenance, utilities, and other necessary services (including standby services), and shall afford DOE and its designees access to the premises at all times. DOE shall pay the Contractor for its direct expenses for maintenance and services for the structures and improvements attributable to DOE's use of the property during the period after termination.
 - (viii) Upon expiration of the term of this lease and such extensions as may be mutually agreed upon, all structures and improvements not purchased or removed shall become the property of the Contractor.
- (3) Lease and Occupancy by DOE of Real Property Owned by The University - Responsibility For Environmental Restoration And Remedial Work. Upon termination or expiration of contract DE-AC02-05CH11231 or any lease or occupancy agreements providing for the Government's use of the property of the Contractor, DOE shall be responsible for complying with applicable laws,

regulations, or orders requiring investigation, monitoring, cleanup, containment, restoration, removal, or other remedial activity with respect to any hazardous substances present in the soil, ground water or buildings as a result of activities conducted during the term of this contract or any prior contract modifications or during the term of any said lease or occupancy agreements.

(4) Contractor Building Space and Equipment.

- (i) Contractor building space and equipment used directly by Laboratory personnel under Contract DE-AC02-05CH11231 (previously Contracts W- 7405-ENG-48 and DE-AC03-76SF00098) shall be at least equivalent to:

Contractor Building Space and Equipment Summary*

Berkeley campus proper buildings	Facility Usable Sq. Ft.
1 – Donner	13,492
8 – Hearst	3,703
11 – Hildebrand	11,848
18 – Gilman	2,180
19 – Le Conte	2,719
19A – Birge	9,842
20A – Life Sciences Addition	1,568
21 – Giauque	1,592
22 – Latimer	8,077
24 – Etcheverry	1,102
38 – Lewis	1,991
39 – Cory	1,174
302 – Li Ka Shing	191
850 – Tan Hall	6,682
905 – Hesse	18
922 – Stanley	14,466
927 – Koshland	3,509
953 – McCone	284
955 – Innovative Genomics Institute (EBI)	5,668
966 – Sutardja Dai	23
983 – Wurster	0
984 – Davis	228
987 – Warren	190
996 – Campbell	1,515
Subtotal (Contractor)	92,061
LBNL site proper buildings	
(ALS) Advanced Light Source (previously 184" Cyclotron) – B6 Dome Only (referenced in DOE FIMS B6 note section)	24,317
Total Space Used	116,378

*Table updated as of 06/13/2023

Equipment	
Polar Crane in B6 (ALS) from 184" Cyclotron	N/A

- (ii) The Parties agree that Contractor space furnished under subparagraph (b)(4)(i) above by the Contractor may be changed from time to time by mutual agreement of the parties, and except as otherwise agreed, the Contractor shall continue to furnish space at no less than 116,378 square feet. In the event that the space furnished varies, the Contractor shall make an appropriate adjustment for maintenance and service charges (e.g., janitorial, electricity, steam, water, EHS services, etc.) related to such variation based on the annual campus space survey.
- (iii) In addition to the direct expenses for maintenance and services, DOE authorizes reimbursement calculated in accordance with CAS 414 (Facilities Capital Cost of Money – FCCM) and FAR 31.205-11 for the following facilities:

Solar Energy Research Center (SERC) or (Chu Hall)
Computational Research and Theory Facility (CRT) or (Wang Hall)

- (c) DOE shall have the right to occupy and use the property, identified below, in conjunction with the Contractor during the term of this contract and any successor contracts and for three years after termination of such contracts. Leases and Occupancy Agreements that are expiring during this period shall be modified by supplemental agreement to the end of contract period plus three years. Supplements shall be implemented 90 days prior to their expiration.
 - (1) If DOE has no continuing need to occupy the Land a supplement will be prepared identifying the Land being returned to the University and the agreed to “clean-up standards.”
 - (2) If DOE has a continuing need to occupy the Land or construct a new facility then DOE will enter into a lease parcel agreement rather than modify the occupancy agreement.

Ground Lease Parcel Summary*				
Tract	Parcel		Parcel Start Date	Parcel End Date
Wilson	1A	Bldgs 91, 91U	6/2/2016	10/7/2066
Wilson	1B	Bldgs 56, 56A, 60, 63, 64; Trailer 56M, S64, S64A	9/1/1948	5/31/2025
Wilson	1C	Bldg 92	9/22/2021	9/21/2071
Wilson	2	Bldgs 46, 46A; Trailers 46B, 46D	12/15/1948	5/31/2025
Wilson	3	Bldg 50	9/14/1948	5/31/2025
Wilson	4	Bldgs 54A, 70	3/27/1953	5/31/2025
Wilson	5	Bldgs 17, 27, 47, 53, 58, 58A; Trailers S7, 17A, S27, 30U, S53, 58B	12/18/1950	5/31/2025
State Univ. (Plots 80 & 82)	5A	Bldgs 2, 2A	3/1/1986	2/29/2036
Wilson	6	Bldgs 55, 55A, 60	2/15/1951	5/31/2025
Wilson	7	Bldgs 71, 71A, 71B, 71T; Trailers 71C, 71D, 71F, 71J, 71K, 71P, 71Q, 71W, 71X	7/27/1955	5/31/2025
Wilson	9	Bldgs 13B, 90, 90X; Trailers 90C, 90P, S90A, S90B	5/5/1959	5/31/2025
Wilson	10	Bldgs 13A, 65, 88, 88D; Trailers 65A, 65B, 88B, 88C, 88E, 88S	8/28/1959	5/31/2025
State Univ. (Plots 80 & 82)	11	Bldgs 70A, 70B	11/9/1959	5/31/2025
State Univ. (Plot O)	12	Bldgs 33C, 68, 69, 75, 75A, 75B, 75D; Trailers 69S, 75F, 75P, 75R, 75Z, S75	11/9/1959	5/31/2025
State Univ. (Simmons Plot)	14	Bldgs 73	10/13/1960	3/03/2042
State Univ. (Simmons Plot)	15	Bldgs 74, 74F, 84, 84B; Trailers 74A, 74B	1/19/1961	5/31/2025
Wilson	16	Bldgs 50A, 50B, 50C, 50E, 50F	10/31/1960	5/31/2025
State Univ. (Plot O)	17	Bldgs 77, 77A, 77H; Trailers 77J, 77K, 77L, 79A	3/2/1962	5/31/2025
State Univ. (Plot O)	18	Bldgs 75C, 76, 78; Trailers 76C, 76D, 76H, 76L, 76M	12/1/1962	5/31/2025
State Univ. (Simmons Plot)	19	Bldgs 62, 62B, 62G; Trailers 62A, 62C, 62D, 62V	12/1/1962	5/31/2025
Bailey	20	Bldgs 26, 33, 33U	6/15/1963	7/1/2061
State Univ. (Plots 80 & 82)	21	Bldg 54	3/1/1965	SSM CD-3 Approval Date
Wilson	22	Bldg 82; Trailers 81A, 81B, 81C, 81D	2/13/1967	5/31/2025
State Univ. (Simmons Plot)	23	Bldg 61	9/1/1969	5/31/2025
State Univ. (Simmons Plot)	25	Bldgs 83, 85B, 86; Trailer 83S	9/1/1978	8/31/2028
State Univ. (Simmons Plot)	25A	Bldg 85; Trailers 85D, 85E, 85F, 85G, 85H,	9/1/1991	8/31/2041

Contract No.: DE-AC02-05CH11231
Section J
Appendix D
Modification No. 1221

		85J, 85K, S85, S85A, S85B, S85C		
Bailey	26A	Bldgs 13H, 34, 37	2/23/1988	2/22/2037
Bailey	26B	Bldg 6 (ALS-U); Trailer 6C	11/10/2022	11/9/2072
State Univ. (Plots 80 & 82)	26C	Bldg 6 (ALS-U)	11/10/2022	11/9/2072
Bailey	26D		2/23/1988	2/22/2037
State Univ. (Plots 80 & 82)	27	Bldgs 6, 15, 80; Trailer 80A	2/23/1988	2/22/2037
State Univ. (Simmons Plot)	28	Bldgs 31, 66, 67/67A, 72, 72A, 72B, 72C; Trailers 30E, 30F, 30K, 30U, 30V, 31A, 31B, 31C, 31K, S31N, 67L	6/2/2003	6/1/2053
State Univ. (Plot O)	29	Bldgs 36A, 36B	6/2/2003	6/1/2053
Bailey	30	Bldg 6W	03/10/2020	03/09/2040
Bailey	31	28RT	5/20/2020	5/19/2040
State Univ. (Plots 80 & 82)	32	Bldgs 54 (demolition), B311	SSM CD-3 Approval Date	SSM CD-3 Approval Date plus 50 years

*Table updated as of 6/14/2023. The above summary table is for informational purposes and is not intended to change applicable rights or obligations; refer to original ground lease, supplements, and other provisions of the contract for terms and conditions that apply.