

THIRD AMENDMENT TO LEASE

This Third Amendment to Lease (this "***First Amendment***"), dated as of September 1, 2009 (the "***Effective Date***"), is by and between the REDEVELOPMENT AGENCY OF THE CITY OF OAKLAND, a public entity created pursuant to the provisions of the California Community Redevelopment Law (Health & Safety Code sections 33000 et seq.) (with its successors called "***Landlord***"), and OAKLAND MARITIME SUPPORT SERVICES ("***OMSS***"), a California corporation ("***Tenant***"), amending and supplementing that certain Lease dated as of August 7, 2006 (the "***Lease***") between the same parties.

RECITALS

A. Tenant occupies certain premises including approximately 655,964 square feet (which includes approximately 7,200 square feet for a Maintenance Area and 1,248 square feet for a Scale Area) of fenced yard space at 2500 Alaska Street, Oakland, California at the Army Base (the "***Premises***").

B. Tenant's use and occupancy of the above referenced Scale Area is to provide a truck scale for use by trucks serving the Port of Oakland. Tenant's operation is served by computer equipment and utility systems located in the building at 2505 Bataan Street, Oakland, California, which is owned by Landlord.

C. On March 1, 2008, Tenant and Landlord entered into a First Amendment to Lease, which amended the Lease to increase the Base Rent to compensate Landlord for Tenant's use of the equipment and utility systems at 2505 Bataan Street.

D. On July 1, 2009, Tenant and Landlord entered into a Second Amendment to Lease, which amended the Lease to delete approximately 48,895 square feet of fenced yard space from the Premises and to decrease Base Rent accordingly.

E. Tenant and Landlord wish to amend the Lease to delete approximately 37,479 square feet of fenced yard space from the 655,964 square feet that comprise the Premises and to decrease Base Rent accordingly.

NOW THEREFORE, for good and valuable consideration paid by Tenant to Landlord and in consideration of the agreements between the parties hereto, the parties agree as follows:

1. **Terms.** All capitalized terms used in this Third Amendment that are not otherwise defined herein shall have the same meanings as in the Lease.

2. **Premises.** Section 1.2 ("Premises") is deleted in its entirety and replaced with the following:

1.2 Premises.

(a) Approximately 618,485 square feet (which includes approximately 7,200 square feet for the "Maintenance Area" described below and

1,248 square feet for the "Scale Area") of fenced yard space at 2500 Alaska Street, Oakland, California at the Army Base and designated on Exhibit B (the "Premises"). The statements of square footage herein will be binding on the parties for the purposes of this Lease.

(b) In addition to, and separate from, the utilities provided to Tenant pursuant to Section 6 ("Utilities") herein, Tenant may make passive use of certain computer equipment and utility systems located at 2505 Bataan Street, Oakland, California for its truck scale operation. Tenant will not have direct access to the building, equipment or utility systems located at 2505 Bataan Street, but may gain access with express permission of Landlord's Real Estate Manager.

3. **Rent; Rent Decrease.** Section 1.4 ("Base Rent") is hereby amended to read:

1.4 Base Rent: \$55,763.65 per month (618,485 square feet x \$0.09 + \$100.00).

4. **Governing Law.** This Third Amendment shall be governed by, and interpreted in accordance with, the law of the State of California.

5. **No Broker.** Tenant represents and warrants that Tenant has not dealt with any real estate broker, sales person or finder representing Tenant in connection with this Lease, and no such person initiated or participated in the negotiation of this Third Amendment on behalf of Tenant. No other commission is payable by Landlord to any other broker, finder or sales person acting on behalf of Tenant, and Tenant hereby agrees to indemnify and hold Landlord harmless from and against any and all liabilities and claims for commissions and fees arising out of a breach of Tenant's foregoing representation.

6. **No Other Modifications.** All prior agreements, understandings, and discussions with respect to the subject matter set forth in this Third Amendment are hereby superseded by this First Amendment. Except as modified by the terms of this First Amendment, all provisions of the Lease shall remain unchanged and are in full force and effect, and shall continue to be binding on the parties hereto. Subsequent to the Effective Date, the Lease and this Amendment shall be read as one document.

7. **Certification of Lease Status.** Tenant hereby represents and warrants that, as of the date of execution of this First Amendment, there exists no defense or offset by Tenant to the enforcement of the Lease by Landlord, and that Landlord is not, as of the date of execution of this Amendment, in default in the performance of any obligation of Landlord under the Lease, nor, to the knowledge of Tenant, has any event occurred which, with the passage of time, or the giving of notice, or both, would constitute a default or breach of the Lease by Landlord.

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be executed by their duly authorized representatives as of the date first stated above.

Landlord

**REDEVELOPMENT AGENCY
OF THE CITY OF OAKLAND,**

a public entity created pursuant to the
provisions of the California Community
Redevelopment Law


By: 

Frank Fanelli

Manager, Real Estate Services

Date: 9/30/09

Approved as to Form:



Richard Illgen, Agency Counsel

Tenant

**OAKLAND MARITIME SUPPORT
SERVICES, a California corporation**

By: 

Bill Aboudi

Its: President

Date: 9/30/09

By: _____

Name: _____

Print Name: _____

Date: _____

EXHIBIT B



Leased Premises

