

FOURTH AMENDMENT TO LEASE

This Fourth Amendment to Lease (this "***Fourth Amendment***"), dated as of February 1, 2010 (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, INC. ("***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 Fourth 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. On September 1, 2009, Tenant and Landlord entered into a Third Amendment to Lease, which amended 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.

F. Tenant and Landlord wish to amend the Lease to revise the Base Rent to pay \$111,527.30 in past due rent for November 2009 and December 2009 in twelve equal payments of \$9,293.94 to be added to the monthly Base Rent.

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 Fourth Amendment that are not otherwise defined herein shall have the same meanings as in the Lease.

2. **Rent.** As of the Effective Date, Section 1.4 ("Base Rent") is hereby amended to read:

1.4 Base Rent: \$55,763.65 per month until February 28, 2010 (618,485 square feet x \$0.09 + \$100.00).

As of March 1, 2010, and until February 28, 2011, Base Rent shall be: \$65,057.59 per month (618,485 square feet x \$0.09 + \$100.00 + \$9,293.94).

3. **Rent Arrearages.** Tenant agrees that Tenant failed to pay rent for the months of November 2009 and December 2009 comprising \$111,527.30 in rent arrearages and late charges. Tenant and Landlord wish to amend the Lease to revise the Base Rent to enable Tenant to pay \$111,527.30 in arrearages in the amount of \$9,293.94 to be added to the monthly Base Rent for a period not to exceed 12 months. By adding this amount to the base rent, Tenant understands and agrees that the full amount of the arrearage for November 2009 and December 2009 remains due and owing, less any amount paid through the monthly rent increase and that should this lease be terminated for any reason prior to the full amount of the arrearage being paid, Tenant will still owe Landlord the unpaid balance. Tenant understands and agrees that this accommodation by Landlord to permit Tenant to pay the rent arrearage through an increase in the Base Rent pursuant to this Fourth Amendment to this Lease does not extend the term of this Agreement and that it remains terminable on 30 days notice by Landlord pursuant to Lease Section 1.9.

4. **Pollution Allegations.** In February 2010, Tenant was given notice by the Oakland Fire Department and by an organization called River Watch that Tenant may or some of its subtenants allegedly violated some laws or regulations concerning permitting pollutants to improperly drain into local waters. Tenant understands and agrees that by entering into this Fourth Amendment to the Lease, Landlord is not waiving any of its rights under the Lease or under any law or regulation to take action to notice a default, terminate this Lease, seek damages against Tenant, or take any other action based on the allegations concerning the drainage of pollutants or any other breach of this Lease.

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

6. **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 Fourth 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.


7. **No Other Modifications.** All prior agreements, understandings, and discussions with respect to the subject matter set forth in this Fourth Amendment are hereby superseded by this Fourth Amendment. Except as modified by the terms of this Fourth

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.

8. **Certification of Lease Status.** Tenant hereby represents and warrants that, as of the date of execution of this Fourth 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.

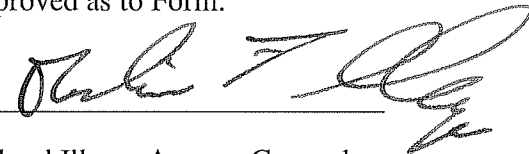
IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to be executed by their duly authorized representatives as of the date Fourth stated above.

Landlord
REDEVELOPMENT AGENCY
OF THE CITY OF OAKLAND,
a public entity created pursuant to the
provisions of the California Community
Redevelopment Law

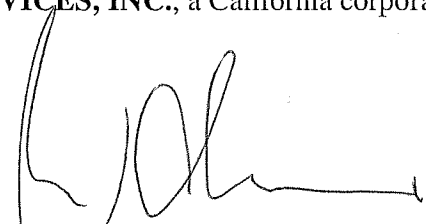
By: 
Frank Fanelli
Manager, Real Estate Services

Date: 3/30/10

Approved as to Form:


Richard Illgen, Agency Counsel

Tenant
OAKLAND MARITIME SUPPORT
SERVICES, INC., a California corporation

By: 
Bill Aboudi
Its: President

Date: 3/29/10

By: _____
Name: _____
Print Name: _____

Date: _____