

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	ASE AMENDMENT No. 3
	TO LEASE NO. GS-09B-02611
ADDRESS OF PREMISES OAKLAND INTERNATIONAL AIRPORT, TERMINAL 1, PORT BUILDINGS NOS. M102 (BLOCKS A AND B), M157 (BLOCK C), XU70 (BLOCK D) AND TERMINAL 2, BUILDING NO. M130 (BLOCK E) #1 AIRPORT DRIVE, OAKLAND, CA 94621	PDN Number:

THIS AMENDMENT is made and entered into between PORT OF OAKLAND

whose address is: **Attn: Airport Properties**
9532 Earhart Road, Suite 201
Oakland, CA 94621

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to exercise the renewal option pursuant to Paragraph 2.7 to extend the term of the lease for One (1) year.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective October 1, 2013 as follows:

Paragraphs 2.3 is deleted in its entirety substituted with the following and paragraph 2.6 is amended to include the following:

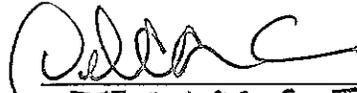
"2.3 LEASE TERM

TO HAVE AND TO HOLD the said Premises with their appurtenances for a term beginning October 1, 2011 through September 30, 2014, subject to earlier termination rights provided for herein."

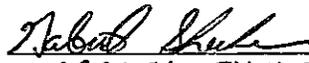
This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: 
Name: DEBORAH ALS-FLINT
Title: DIRECTOR OF AVIATION
Entity Name: PORT OF OAKLAND
Date: 9/3/13

FOR THE GOVERNMENT:

Signature: 
Name: GABRIEL SHUREN
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 9/12/13

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: PAUL CARLSON
Title: SENIOR AVIATION REAL ESTATE REP.
Date: 9/3/13

SHEET NO. 1 IS ATTACHED HERETO AND MADE PART OF LEASE AMENDMENT (LA) NO. 3 TO LEASE #GS-09B-02611

"2.6 RENTAL RATE

The Government shall pay the Lessor annual rent through September 30, 2014 as follows:

- Block A: The annual rent of \$73,244.40 at the rate of \$6,103.70 per month in arrears;
- Block B1: The annual rent of \$60,051.06 at the rate of \$5,004.255 per month in arrears;
- Block B2: The annual rent of \$59,856.72 at the rate of \$4,988.06 per month in arrears;
- Block B3: At no additional cost to the government;
- Block C: The annual rent of \$271,332.24 at the rate of \$22,611.02 per month in arrears;
- Block D: The annual rent of \$104,947.20 at the rate of \$8,745.60 per month in arrears;
- Block E: The annual rent of \$170,539.20 at the rate of \$14,211.60 per month in arrears;

Total annual rental rate: \$739,970.82 or \$61,664.235 per month.

All other terms and conditions of the Lease shall remain in force and effect.

INITIALS: *CS* LESSOR & *MB* GOV'T