

## SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (“**Second Amendment**”) dated as of June 10, 2018, is made by and between the Surplus Property Authority of the City of Richmond, a public body corporate and politic (“**Landlord**”), and Foss Maritime Company, a Washington corporation (“**Tenant**”). Landlord and Tenant are sometimes collectively referred to as the “**Parties**”.

### RECITALS

A. Landlord and Tenant entered into that certain lease dated October 1, 2012 (the “**Lease**”).

B. Pursuant to the Lease, Landlord leased to Tenant certain Premises, therein described and otherwise used by Tenant, located at Finger Pier No. 2 and Basin No. 5, at the Pt Potrero Marine Terminal.

C. On January 1, 2016, the Parties amended the Lease pursuant to that certain First Amendment to Lease to relocate a portion of the Premises from Basin No. 5 to Basin No. 1, modify the use limitations, extend the Lease Term for Basin No. 1, modify the extension option for Basin No. 1 and reduce monthly rent for Basin No. 1 (the “**First Amendment**”). Pursuant to the First Amendment, Finger Pier No. 2 and Basin No. 1 are collectively the “**Premises**”. The Premises are more particularly shown in Attachment 1 to this Second Amendment.

D. The Parties now desire to amend the Lease pursuant to this Second Amendment to have the Lease Term and extension options for Basin No. 1 track with the Lease Term and extension options for Finger Pier No. 2.

E. Defined terms used herein shall have the meaning set forth in the Lease, as amended.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree to amend the Lease as follows:

1. Lease Term Extension The Term for the Premises is extended to February 28, 2023 (“**Lease Expiration Date**”), unless sooner terminated or extended pursuant to the terms of the Lease, as amended by the First Amendment and this Second Amendment.
2. Amendments to Lease.
  - a. Sections 2.01(b) through (d) are hereby deleted and replaced with the following Sections 2.01(b) through (d):

“(b) Tenant shall have the right to extend the Term of the Lease for one (1) additional five (5) year period commencing when the prior term expires upon prior written notice (“**Tenant’s Election Notice**”) to Landlord given not later than three hundred and sixty-five (365) days prior to the expiration of the Term; provided, however, Landlord shall not be obligated to extend this Lease if the Port of Richmond has provided written notice of its election to use and occupy the Premises to Tenant’s

exclusion (“**Port’s Use Notice**”), which notice shall be given at least sixty days (60) after Landlord’s receipt of Tenant’s Election Notice. During the extended term, the provisions of this Lease, as it may be amended in writing prior to the date of the commencement of such extended term, shall continue in effect except that Tenant shall occupy the Premises in its then AS IS condition and shall pay Base Rent as provided in Section 2.01(c) below. Notwithstanding the foregoing, Tenant shall not be permitted to extend the term of this Lease beyond February 28, 2028.

(c) Base Rent for the Premises shall be increased annually (the “**CPI Increase**”) equal to the sum of (i) the Base Rent for the year immediately preceding such year, plus (ii) the product obtained by multiplying such amount by the percentage increase in the Consumer Price Index measured from the measuring month which is two months preceding the commencement of such extension option to the measuring month fourteen months preceding the commencement of the extension option in question; provided, however, that in no event shall the annual CPI Increase be less than three percent (3%) nor more than five percent (5%) of Base Rent for the immediately preceding Lease Year. As used herein, the term “Consumer Price Index” (“**Consumer Price Index**”) shall mean the United States Department of Labor’s Bureau of Labor Statistics Consumer Price Index, All Urban Consumers, All Items, San Francisco-Oakland-San Jose, California (1982-84 equals 100), or the successor of such index. Tenant shall continue paying the current Base Rent until the increased Base Rent has been calculated. Upon such calculation, Landlord shall give notice to Tenant of the amount of the new Base Rent which shall be due and payable effective as of May 1 of each year and Tenant shall, upon the giving of such notice, pay Landlord any shortage in Base Rent accruing between May 1 of each year and the date of the notice.

(d) Upon the occurrence of the Lease Expiration Date, as may be extended pursuant to Section 2.01(b) above, or any earlier termination of this Lease, Landlord and Tenant shall each be released and discharged from any claims or liabilities thereafter arising; provided, however, that nothing herein shall be deemed to release or discharge either party from those obligations that expressly survive the termination of this Lease, including those claims made by a third party for which Landlord has a claim of defense and indemnity against Tenant.”

3. Rental Payment. The Parties agree that effective May 1, 2018, the monthly Base Rent shall be \$29,347.43, as fair market consideration for rental of the Premises. Base Rent shall be increased annually per the CPI Increase formula set forth in Section 2 of this Second Amendment.
4. Past Due Payment. Landlord acknowledges receipt of a one-time payment in the amount of \$1,728.12 as complete and full consideration for past due CPI Increases.
5. Attorney's Fees. If any lawsuit is commenced to enforce any of the terms of this Second Amendment, the prevailing party will have the right to recover its reasonable attorney's fees and costs of suite from the other party.
6. Effective Date. This Second Amendment shall be effective as of the date first set forth above.

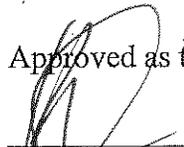
7. Effect of Second Amendment. Except as provided in this Second Amendment and the First Amendment, all other terms of the Lease are unamended and shall remain in full force and effect. The terms and provisions of this Second Amendment shall have the same meaning as like terms in the Lease. In case of any inconsistencies between the terms and conditions contained in the Lease and the terms and conditions contained herein, the terms and conditions herein shall control.
8. Counterparts. This Second Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

*[Signatures on following page]*

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed by their properly authorized representatives as of the date and year first above written.

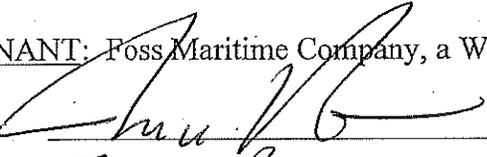
LANDLORD: Surplus Property Authority of the City of Richmond, a public body corporate and politic

By:   
Name: Thomas Butt  
Title: Mayor  
Date: September 11, 2018

Approved as to form:  
  
City Attorney

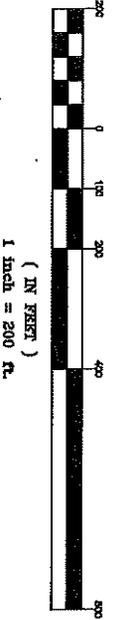
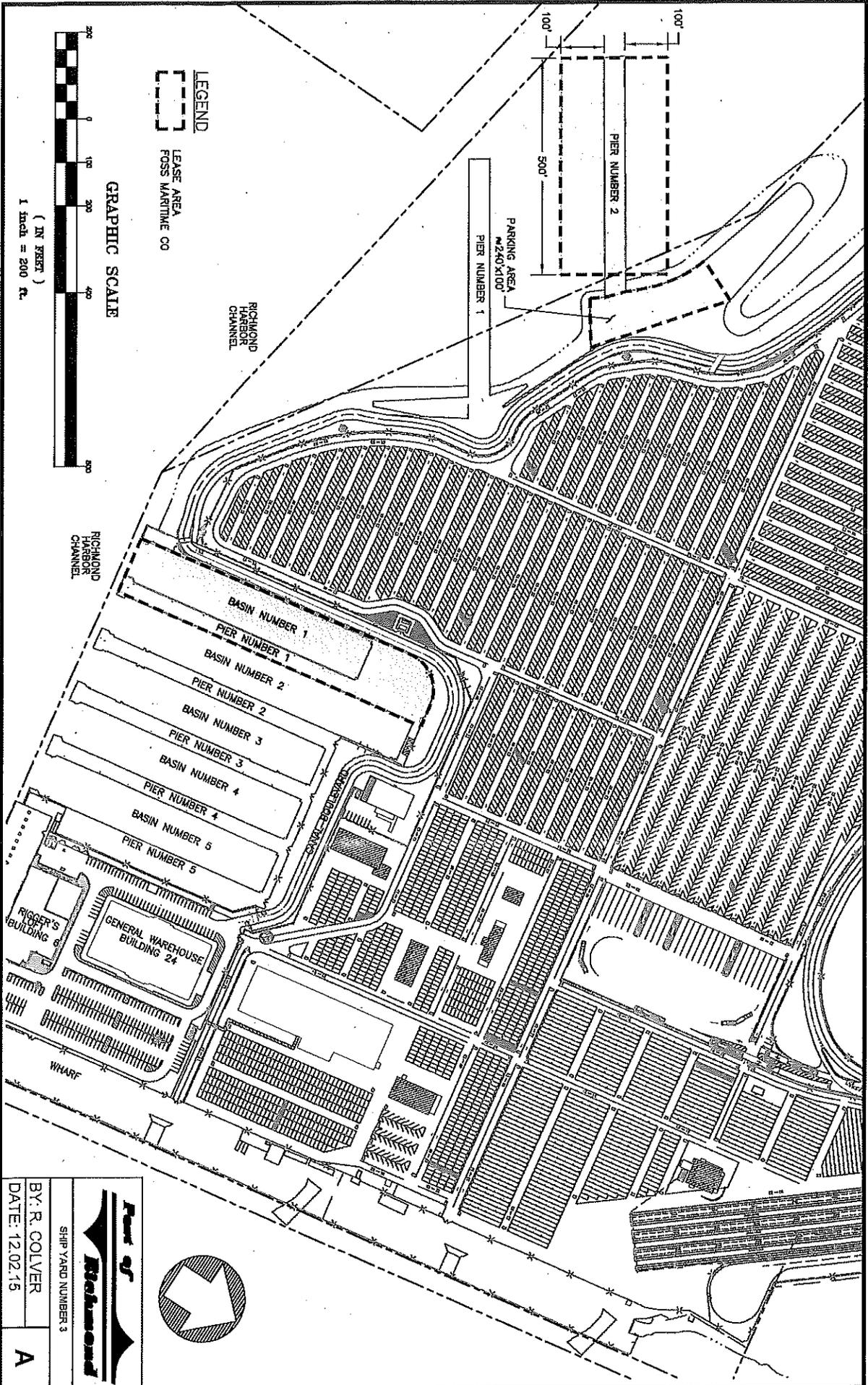
Attest:  
  
City Clerk

TENANT: Foss Maritime Company, a Washington corporation

By:   
Name: Sooni Parakkal  
Title: Pulsimum CEO  
Date: 8/31/2018

Attachment 1

Premises



LEGEND  
 LEASE AREA  
 FOSS MARITIME CO

RICHMOND HARBOR CHANNEL

RICHMOND HARBOR CHANNEL

**Port of Richmond**  
 SHIP YARD NUMBER 3  
 BY: R. COLVER  
 DATE: 12.02.15  
**A**

