

**FIRST AMENDMENT TO
CITY OF SAN DIEGO USE AND OCCUPANCY PERMIT**

THIS FIRST AMENDMENT TO CITY OF SAN DIEGO USE AND OCCUPANCY PERMIT ("First Amendment") is entered into by and between **THE CITY OF SAN DIEGO**, a California municipal corporation ("CITY"), and **THE RESOURCE MANAGEMENT GROUP, INC.**, a California corporation ("PERMITTEE"), to be effective as of **January 1, 2012** (the "First Amendment Effective Date"), when signed by the parties and approved by the San Diego City Attorney, as follows:

RECITALS

- A. CITY and PERMITTEE are parties to that certain CITY OF SAN DIEGO USE AND OCCUPANCY PERMIT ("Permit") dated January 1, 2011, relating to the use of an approximate 1.56 acre (68,060 square feet) portion of APN 340-080-64 comprised of fenced unimproved land (as more particularly described in the Permit) solely for bailing recyclable commodity materials, storage of roll-off metal containers, recyclable materials, and trucks.
- B. The parties now want to amend the Permit to extend the Term and increase the Monthly Rent by three percent (3%).
- C. Capitalized terms not otherwise defined in this First Amendment shall have the meanings given them in the Permit.

FOR VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the parties agree as follows:

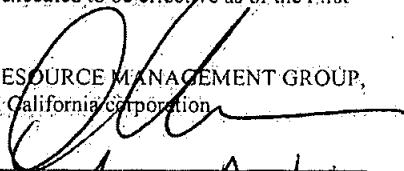
- 1. Extend Term. The Term of the Permit shall be extended one year.
- 2. Monthly Rent. "Monthly Rent" shall mean monetary consideration to CITY in the amount of Six Thousand Nine Hundred Fifty-Five Dollars and Thirty-Nine Cents (\$6,955.39) per month.
- 3. No Other Changes. Except as may render the terms of this First Amendment inoperable, all other terms and conditions of the Permit shall remain in full force and effect. Any conflict between the terms and conditions of the Permit and those of this First Amendment shall be resolved in favor of this First Amendment.

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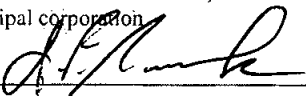
4. Authority to Contract. Each individual executing this First Amendment on behalf of another person or legal entity represents and warrants that they are authorized to execute and deliver this First Amendment on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this First Amendment is binding upon such person or entity in accordance with its terms.

IN WITNESS WHEREOF this First Amendment is executed to be effective as of the First Amendment Effective Date:

THE RESOURCE MANAGEMENT GROUP,
INC., a California corporation

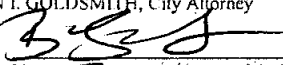
BY: 
Name: Armen Derderian
Title: President

THE CITY OF SAN DIEGO, a California
municipal corporation

BY: 
Name: James F. Barwick, CCIM
Title: Director, Real Estate Assets

Approved as to form and legality:

JAN I. GOLDSMITH, City Attorney

BY: 
Name: BROCK LUDWIG
Title: DEPUTY CITY ATTORNEY