

**FIRST AMENDMENT TO THE EXCLUSIVE NEGOTIATING AGREEMENT
Oakland Maritime Support Services**

This First Amendment to the Exclusive Negotiating Agreement between the Redevelopment Agency of the City of Oakland and Oakland Maritime Support Services ("First Amendment") is made and entered into this 11th day of August 2008 ("Effective Date") by and between the REDEVELOPMENT AGENCY OF THE CITY OF OAKLAND, a community redevelopment agency organized and existing under the California Community Redevelopment Law ("Agency"), and OAKLAND MARITIME SUPPORT SERVICES, INC., a California corporation ("Developer") (together, Agency and Developer are referred to as the "Parties"), pursuant to Agency Resolution No. 2008-0095 C.M.S, adopted on October 28, 2008.

RECITALS

A. In November 2007, the Parties entered into an Exclusive Negotiating Agreement (Agreement) to explore the possibility of developing 15 acres in the East Gateway area within the former Oakland Army Base for a multi-use project that includes truck parking, a trans-load facility, offices for trucking companies or related businesses, retail, fuel, food and other services catering to trucking employees and businesses (the "Project"); and

B. Under the Agreement, the period for negotiations between the Parties is 180 calendar days, which period expired on August 11, 2008; and

C. The Parties wish to amend the Agreement to retroactively extend the period for negotiations from August 11, 2008 to February 28, 2009;

NOW THEREFORE, the Agreement is hereby amended as follows:

1. Section 1.4 is hereby deleted in its entirety and replaced with the following:

Section 1.4 Length of Negotiation Period. Unless extended by written mutual agreement after formal approval of the Agency's Governing Body, the period for negotiations between the Parties under this Agreement shall, commence on the date of this Agreement and end on February 28, 2009 (the "Negotiation Period"); provided, however, that the Negotiation Period may be terminated earlier pursuant to the termination provisions of this Agreement.

2. Section 7.3 is hereby deleted in its entirety and replaced with the following:

7.3 Nonwaiver of Default

The failure of Agency to give notice of a default or to forbear and not enforce a default will not be construed as waiver of the right of Agency to enforce a similar default in the future.

3. Subsection 7.4(c) is hereby deleted in its entirety and replaced with the following:

Developer's remedy of specific performance will mean only that if Agency breaches its duty of negotiating in good faith or negotiating exclusively with Developer that Developer may seek an appropriate order requiring Agency to negotiate in good faith or to cease negotiating with a third party, which will allow Developer to have its full Negotiation Period of good faith, exclusive negotiations as provided for in this Agreement. The Negotiation Period for which a court may order negotiations will be calculated by subtracting any days that Agency negotiated exclusively and in good faith, but will not count any time that Agency was in breach and during which Developer seeks judicial recourse for the breach.

4. The Parties hereby agree that all other terms, conditions, and provisions of the Agreement remain unchanged and in full force.

5. The persons signing this Agreement on behalf of Developer affirm that they are authorized to execute on Developer's behalf.

[Signatures on following page]

IN WITNESS WHEREOF, this First Amendment to the Exclusive Negotiating Agreement between the Redevelopment Agency of the City of Oakland and Oakland Maritime Support Services, Inc. has been executed by the Parties as of the date first written above.

AGENCY:

The REDEVELOPMENT AGENCY OF THE CITY OF OAKLAND, a community redevelopment agency organized and existing under the California Community Redevelopment Law

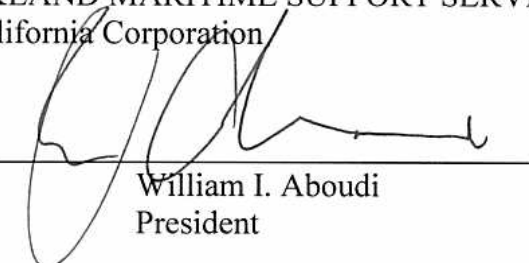
By: 
Dan Lindheim
Agency Administrator

Approved as to form and legality:

By: 
Dianne Millner
Agency Counsel

DEVELOPER:

OAKLAND MARITIME SUPPORT SERVICES, INC.,
a California Corporation

By: 
William I. Aboudi
President