

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

This Second Amendment to the Exclusive Negotiating Agreement between the Redevelopment Agency of the City of Oakland and Oakland Maritime Support Services ("Second Amendment") is made and entered into this 28<sup>th</sup> day of February 2009 ("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. 2009-0012 C.M.S, adopted on February 17, 2009.

**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 was 180 calendar days, which period expired on August 11, 2008; and

C. The Parties extended the period for negotiations from August 11, 2008 to February 28, 2009 through a First Amendment to the Agreement; and

D. Conclusion of negotiations may be dependent in part on the resolution of litigation filed on May 17, 2007 by the East Bay Municipal District (EBMUD) against the City of Oakland and the Agency regarding the Supplemental Environmental Impact Report the City certified on December 5, 2006, and Addendum related thereto for the former Oakland Army Base under the California Environmental Quality Act (the "CEQA Litigation"); and

E. The Parties wish to amend the Agreement to extend the period for negotiations from February 28, 2009 to the earlier of: (1) February 28, 2011 or (2) the resolution of the CEQA Litigation which, in the Agency's sole and absolute discretion, would permit the Project to proceed in compliance with CEQA. ;

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 the earlier of: (1)

February 28, 2011; or (2) the resolution of the CEQA Litigation which, in the Agency's sole and absolute discretion, would permit the Project to proceed in compliance with CEQA (the "Negotiation Period"); provided, however, that the Negotiation Period may be terminated earlier pursuant to the termination provisions of this Agreement.

2. The Parties hereby agree that all other terms, conditions, and provisions of the Agreement, as amended by the First Amendment, remain unchanged and in full force.

3. The persons signing this Second Amendment on behalf of Developer affirm that they are authorized to execute on Developer's behalf.

[Signatures on following page]

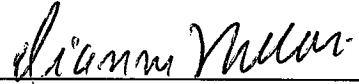
IN WITNESS WHEREOF, this Second Amendment to the Exclusive Negotiating Agreement between the Redevelopment Agency of the City of Oakland and Oakland Maritime Support Services, Inc. has been executed by the Parties as of the date first written above.

**AGENCY:**

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

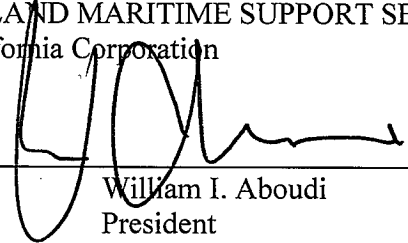
By:   
Dan Lindheim  
Agency Administrator

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