

ADDENDUM TO SUBLEASE, EASEMENT AND PREFERENTIAL USE AGREEMENT

This Addendum to the Sublease, Easement and Preferential Use Agreement ("Addendum") is dated October 2, 1990 and is made between the City of Unalaska ("City") and Sea-Land Services, Inc., ("Sea-Land"), a corporation organized under the laws of the State of Delaware. This Addendum is to the Sublease, Easement and Preferential Use Agreement between the parties bearing the same date.

Sea-Land has proposed expansion of the City of Unalaska Marine Center to accommodate export service vessels, ie., D-9Js. The parties acknowledge that any such expansion will require the approval of the Alaska Industrial Development and Export Authority ("Authority") and that title to any such expansion shall rest with the Authority during the term of the lease Agreement between the Authority and the City. This Addendum is designed to outline generally the agreement between the parties if that expansion occurs.

1. Notwithstanding the provisions of the Sublease, Easement and Preferential Use Agreement of even date, Sea-Land shall pay the City a \$4.00 per ton wharfage fee for all cargo handled by Sea-Land in connection with export service vessels. Any funds paid to the City for wharfage of export service vessels shall not be considered part of Sea-Land's obligation under the Agreement to pay \$240,000 per annum in "guaranteed payments" (a monthly minimum of \$20,000). Wharfage fees paid under this



paragraph shall not affect the amount of those guaranteed payments and shall not be a credit against or in partial or total fulfillment of Sea-Land's obligation to make those "guaranteed payments."

2. Sea-Land shall pay any dockage charges due at the rates set under the City's tariff.

3. Four hundred feet (400) of docking space shall always remain available for public use at the City of Unalaska Marine Center when a Sea-Land export service vessel is berthed. Sea-Land shall be responsible for making whatever expansions and improvements are necessary to the City of Unalaska Marine Center to insure the availability of four hundred feet of docking space for public use. If any new docking space is constructed, it shall be comparable in quality to the existing facility.

4. The cost of any and all improvements necessary to the City of Unalaska Marine Center to accommodate export service vessels shall be borne by Sea-Land.

5. Sea-Land export service vessels shall berth at the City of Unalaska Marine Center no more than twenty-four hours per week. Export service vessels operating on a scheduled basis shall have preferential use of the City of Unalaska Marine Center provided the Harbor Master is notified at least twenty-four hours in advance of the vessel's arrival. If an export service vessel remains at the City of Unalaska Marine Center for more than twenty-four hours in any week, a premium of \$1.00 per ton shall be paid in addition to the wharfage charges that would otherwise

be due under paragraph 1 of this Addendum.

DATED this 2ND day of OCTOBER, 1990.

H. P. Hensley

City of Unalaska
Herv Hensley, Manager

DATED this 1st day of October, 1990.

M. J. Daus
Sea-Land Service, Inc.
Manager, Southern, Western Alaska