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224-20888 001

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FEDERAL MARITIME  
COMMISSION  
OFFICE OF THE SECRETARY

F I R S T  
S U P P L E M E N T A L A G R E E M E N T

Between

PORT OF OAKLAND

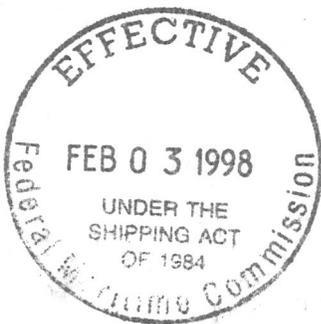
And

MARINE TERMINALS CORPORATION  
(Ninth Avenue Terminal)



Dated

January 6, 1998



**FIRST SUPPLEMENTAL AGREEMENT**

THIS FIRST SUPPLEMENTAL AGREEMENT, dated as of January 6, 1998, by and between the CITY OF OAKLAND, a municipal corporation, acting by and through its Board of Port Commissioners, hereinafter called the "Port", and MARINE TERMINALS CORPORATION, a corporation, hereinafter referred to as the "Assignee",

**W I T N E S S E T H:**

WHEREAS, the Port and MARINE TERMINALS CORPORATION, a corporation, hereinafter referred to as "MTC", have made and entered into that certain Management Agreement (Ninth Avenue Terminal) dated the 13th day of September, 1994, identified as Federal Maritime Commission Agreement No. 224-200888, hereinafter referred to as the "Agreement" with respect to certain marine terminal facilities of the Port located in the Ninth Avenue Terminal Area; and

WHEREAS, the original term of the Agreement expired on March 31, 1996, and pursuant to Paragraph 30 of the Agreement the Agreement has continued in full force and effect from year-to-

year, upon the same terms and conditions as provided in the Agreement for the original term; and

**WHEREAS**, the parties hereto desire to amend the Agreement to reduce from 70% to 62% the revenue from wharfage on steel products which MTC is required to pay the Port as compensation for the rights granted by the Port to MTC pursuant to the Agreement;

**NOW, THEREFORE IT IS AGREED** as follows:

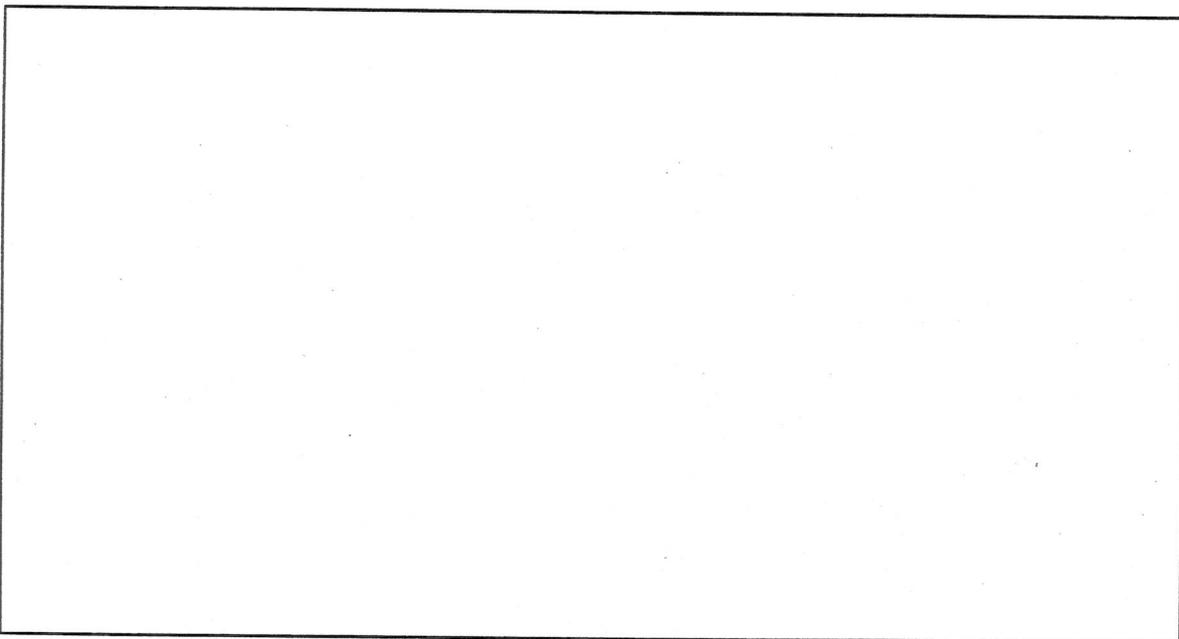
1. **Continuation of Agreement**: The Port and MTC hereby acknowledge and agree that the Agreement has continued after the expiration of its original term on March 31, 1996, on a year-to-year basis as provided in Paragraph 30 of the Agreement.

2. **Compensation**: The first sentence of paragraph 5 of the Agreement is hereby amended to read as follows:

"As compensation for the rights granted by the Port to MTC pursuant to this Agreement, MTC shall pay to the Port seventy percent (70%) of revenue from dockage and wharfage and ninety percent (90%) of revenue from wharf demurrage and storage earned upon the premises by MTC during the term of this Agreement, and MTC shall retain the balance of such revenue; provided, however, that (a) MTC shall pay to the Port only sixty-two percent (62%) of revenue from wharfage on steel products earned upon the premises and (b) MTC shall pay to the Port ninety percent (90%) of all such dockage and wharfage and wharf demurrage and storage, revenue earned upon the premises with respect to military

cargo when the receiving, delivery and stevedoring services are not performed by MTC, and MTC shall retain the balance of such revenue."

3. Effective Date: This First Supplemental Agreement shall become effective immediately following the filing of this First Supplemental Agreement with the Federal Maritime Commission, pursuant to Section 5 of the Shipping Act of 1984, and the effectiveness of this First Supplemental Agreement pursuant to Section 6 of said Shipping Act, or a rule, determination or a ruling by said Commission that such filing is not required and the modification to Paragraph 5 of the Agreement provided for in Section 2 hereof shall become effective on the first day of the first full calendar month after this First Supplemental Agreement becomes effective.

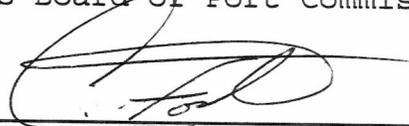


4. No Other Changes: In all other respects the Agreement is hereby ratified, confirmed and approved.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

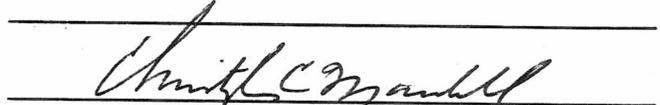
CITY OF OAKLAND, a municipal corporation, acting by and through its Board of Port Commissioners,

By



Executive Director

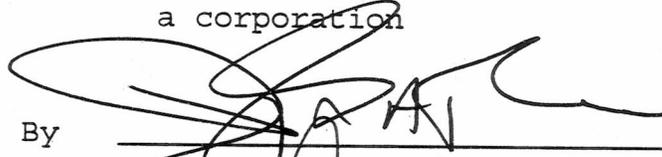
Attest



Secretary

MARINE TERMINALS CORPORATION,  
a corporation

By



DOUGLAS A. TILDEN - PRESIDENT

(Print Name and Title)

Attest



DAVID F. ADAM EXEC. VICE PRESIDENT

(Print Name and Title)

THIS AGREEMENT SHALL NOT  
BE VALID OR EFFECTIVE FOR  
ANY PURPOSE UNLESS AND  
UNTIL IT IS SIGNED BY THE  
PORT ATTORNEY.

Approved as to form and  
legality this 15<sup>th</sup> day  
of Jan, 1998.

  
Port Attorney

Port Resolution No. 98010

P.A. # 98-14