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THIRD SUPPLEMENTAL AGREEMENT

201052-003

Between

PORT OF OAKLAND

And

MARINE TERMINALS CORPORATION,
a California corporation,

Dated

February 1, 2000



Certified to be a full, true
and correct copy.

[Signature]
Secretary of the Board
of Port Commissioners
of the City of Oakland



THIRD SUPPLEMENTAL AGREEMENT

THIS THIRD SUPPLEMENTAL AGREEMENT, dated as of February 1, 2000, by and between the **CITY OF OAKLAND**, a municipal corporation, acting by and through its **Board of Port Commissioners**, hereinafter the "Port", and **MARINE TERMINALS CORPORATION**, a California corporation, herein referred to as "Licensee,"

WITNESSETH:

WHEREAS, the Port and Licensee entered into that certain License and Concession Agreement dated the February 17, 1998, identified as Federal Maritime Commission Agreement No. 224-201052, as amended by that certain First Supplemental Agreement, dated as of April 6, 1999, and that certain Second Supplemental Agreement dated as of August 3, 1999, (said Agreements herein collectively referred to as the "Original Agreement") covering Licensee's right to use Wharf 7 and adjacent areas at the Oakland Army Base, referred to in the Original Agreement as the "Premises", which were leased by the Secretary of the Army to the Port; and

WHEREAS, the term of the Original Agreement expired July 31, 1998 and Licensee thereafter has continued using the Premises on a month-to-month holdover basis; and

WHEREAS, the Port and Licensee now wish to amend the Original Agreement further to accommodate the shipping activities of **STAR SHIPPING (USWC), INC.**;

NOW, THEREFORE, the Port and Licensee hereby agree as follows:

1. **Port's Reserved Rights; Star Shipping:** Section (b) of Exhibit "E" of the Agreement is hereby amended to read as follows:



"(b) Port's Reserved Rights: The Port reserves the right from time-to-time to use itself, authorize other parties to use under lease, license and concession agreement, or otherwise any portions of the licensed premises so long as such use does not unreasonably interfere with Licensee's operations; provided, however, that Licensee shall be entitled to 30% of the net revenues received by the Port from third parties for said use, (1) unless the use is by a user, other than Star Shipping (USWC), Inc. ("Star") under Star's Terminal Use Agreement with the Port dated July 6, 1999 (as amended), who uses the licensed premises under an agreement with the Port providing for payment to the Port of less than full Tariff charges and (2) none of said net revenues payable by the Port to Licensee, and none of the compensation payable to the Port by Star, shall be credited toward the compensation payable by Licensee under this Agreement."

2. Effective Date: This Third Supplemental Agreement shall become effective upon the occurrence of all of the following events:

a) The filing of this Third Supplemental Agreement with the Federal Maritime Commission pursuant to Section 5 of the Shipping Act of 1984 and its effectiveness pursuant to Section 6 of said Shipping Act, or a ruling by said Commission that such filing is not required.

b) The passage of Port resolution authorizing execution of this Third Supplemental Agreement.

3. Effective Date of Compensation Provisions: It is the intent of the parties hereto that the interests of the Port and Licensee with respect to the payment and receipt of compensation as described in this Third Supplemental Agreement shall take effect February 1, 2000. Accordingly, in the event this Third Supplemental Agreement does not become effective on or before the February 1, 2000, not later than 90 days after the effective date of this Third Supplemental Agreement, the parties shall mutually calculate the amount of compensation which would have been due and payable to the Port as if this Third Supplemental Agreement had been in effect from and after February 1, 2000. If the amount of said compensation calculated in accordance with this Third Supplemental Agreement from and after said date is less than that which accrues in accordance with Licensee's use of the premises

under the Original Agreement, the Port shall credit Licensee with the difference and said credit shall apply against compensation subsequently accruing under this Third Supplemental Agreement.

4. **Ratification:** That in all other respects the Original 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 [Signature]
Executive Director

Attest [Signature]
Secretary

MARINE TERMINALS CORPORATION, a California corporation

Dated: 4/18/00

By [Signature]
DOUGLAS A. TILDEN
DIRECTOR

(Print Name and Title)
(If Corporate: Chairman, President or Vice-President)

Dated: 4/18/00

By [Signature]
GAIL A. PARRIS
SECRETARY

(Print Name and Title)
(If Corporate: Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer)



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

Approved as to form and
legality this 17th day of
April, 2000.


Port Attorney

Port Resolution No. 20057

P.A. # 00-118

