

**AMENDMENT NO. 1
TO
MARINE TERMINAL OPERATING AGREEMENT**

THIS AMENDMENT NO. 1 TO MARINE TERMINAL OPERATING AGREEMENT (this "Amendment") is dated for reference purposes only this 04 day of May, 2011, by and between THE PORT OF RICHMOND, a California municipal corporation (the "Port") and TRANSLOGIX, L.L.C., a Washington limited liability company ("Vendor").

Recitals

A. The Port and Vendor entered into that certain Marine Terminal Operating Agreement dated May 19, 2009 (the "Agreement"). The capitalized, defined terms used in the Agreement shall have the same meanings when used in this Amendment, unless this Amendment provides a different meaning.

B. Auto Warehousing Co., a Washington corporation ("AWC"), desires to conclude an agreement with Subaru of America, Inc. ("SUBARU") under which AWC would provide vehicle processing services to SUBARU at its auto facility at the Port of Richmond (the "Richmond facility") for a minimum term of five years. Certain changes to the Agreement are necessary to accommodate SUBARU as a customer of AWC at the Richmond facility.

C. The parties desire to amend the Agreement on the terms set forth in this Amendment.

NOW, THEREFORE, for good and valuable consideration, it is agreed as follows:

1. **Compensation.** Section 2.1 of the Agreement shall be deleted in its entirety and replaced with the following new Section 2.1:

2.1 **Contract Sum.** For the services rendered pursuant to this Agreement, Vendor shall be compensated, directly by vessel operators off-loading vehicles for processing at the Port, at a rate, per vehicle, as mutually agreed to by Vendor and said vessel operators and as approved by the Port. Deducted from the compensation collected from the vessel operators, on a per vehicle basis, shall be a charge of (a) Two and 50/100 Dollars (\$2.50) with respect to HONDA or ACURA vehicles or other vehicles manufactured by Honda Motor Co., (b) No Dollars (\$0.00) with respect to SUBARU vehicles that are removed from the Richmond facility by rail car, or (c) Three and No/100 Dollars (\$3.00) with respect to any other vehicles (including but not limited to SUBARU vehicles that are removed from the Richmond facility by means other than rail). Such charge shall be then payable to the Port.

2. **Counterparts and Facsimile Signatures.** This Amendment may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of

which taken together shall constitute one and the same instrument. Facsimile transmission of any signed original, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, the parties will confirm facsimile transmitted signatures by signing an original document.

3. **Ratification.** Except as expressly modified by this Amendment, the Agreement remains in full force and effect.

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

PORT OF RICHMOND,
a California municipal corporation

ATTEST:


Mrs. DeLeon, Deputy

City Clerk

By: 

Executive Director
James C. Matzorkis

Reviewed by:



Port Attorney

TRANSLOGIX, L.L.C.,
a Washington limited liability company

ATTEST:


Secretary

By: 
Ben Seher, delegate of Manager

[ADD ADDITIONAL ACKNOWLEDGMENT FOR PORT OF RICHMOND]

Certificate of Acknowledgement
State of California

County of Contra Costa

On 5/10/11, before me, Ursula Irene De Loa,
(notary)
personally appeared, James Matzorkis,
(signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal

Ursula Irene De Loa
(Notary signature)



Place Notary Seal Above