FIRST AMENDMENT TO
MANAGEMENT AGREEMENT 16114

This First Amendment to Management Agreement 16114 ("**First Amendment**"), dated for reference purposes only as of June __, 2026, is by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**City**"), operating by and through the SAN FRANCISCO PORT COMMISSION ("**Port**"), as Landlord, and PASHA AUTOMOTIVE SERVICES, a California corporation ("**Terminal Operator**").

RECITALS

A. The Port and Terminal Operator entered into that certain Management Agreement 16114 dated for reference purposes as of July 28, 2016 (the "**Original Management Agreement**"), to convey to Terminal Operator a non-exclusive right to use Pier 80 and an exclusive right to serve as the marine terminal operator and manager of the Pier 80 Cargo Terminal.

B. The Port and Terminal Operator desire to amend the Original Management Agreement to modify services to be performed by Terminal Operator, Terminal Operator's revenues and compensation, and update City requirements.

C. The term of the Management Agreement will remain the same.

D. As of the date of this First Amendment, Terminal Operator is in Good Standing.

E. The Original Management Agreement, as amended by this First Amendment shall collectively be referred to as the "**Management Agreement**." All capitalized terms used in and not defined in this First Amendment shall have the meaning given to them in the Original Management Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration the sufficiency of which is acknowledged by both parties, the Port and Terminal Operator amend the Original Management Agreement as follows:

AGREEMENT

1. <u>Recitals</u>. The recitals in this First Amendment are true and correct and are incorporated into the Management Agreement.

2. <u>Definitions</u>. The following defined terms are added to Section 2 of the Original Management Agreement.

"**Cruise Operation**" and "**Cruise Operations**" are defined in Section 3.3(h).

"**Special Event**" and "**Special Events**" mean exhibitions or presentations of sporting events, exhibitions and tournaments, concerts, musical and theatrical performances and other forms of live entertainment, public ceremonies, private and public gatherings, recreation, athletic events, filming, fairs, carnivals, commemorations, shows, fundraising events or other public or private exhibitions and activities related thereto and includes setup/load in and demobilization/load out; temporary improvements and/or installation of tents and structures specific for Special Events; administrative and security functions and other amenities and facilities to accommodate such Special Events.

"**Special Events Calendar**" is defined in Section 4.2(b)(i)."

3. Modifications to SERVICES TO BE PERFORMED BY TERMINAL OPERATOR (Section 3).

3.1. Amending Management of the Facility (Section 3.1). Section 3.1 of the Original Management Agreement is amended to add subsection (f), as follows.

"**3.1** ***Management of the Facility***.

…

(f) In addition to subsections (a) through (e), Terminal Operator may operate the Facility for the purposes described in subsection 3.14."

3.2. Expanding Port's Retained Rights (Section 3.3). Subsection (h) is added to Section 3.3 of the Original Management Agreement as follows:

"**3.3 Port's Retained Rights**.

…

(h) Cruise Operations and Support. The Port is entitled to use the Facility for cruise operations, including preparation, berthing, and takedown (collectively, a "**Cruise Operation**"), up to the maximum of fifteen (15) acres. The Port may use up to fifteen (15) acres of the Facility for a Cruise Operation upon at least ten (10) business days' advance written notice to Terminal Operator."

3.3. Adding Special Events (Section 3.14). Section 3.14 is added to the Original Management Agreement as follows:

"**3.14 Special Events**.

(a) Terminal Operator agrees and acknowledges that the primary purpose of the Facility is to serve as the Port's primary cargo terminal, vessel lay berthing, and events. Accordingly, roll-on/roll-off (Ro/Ro) and breakbulk vessel calls at the Facility will generally have priority over Special Events.

(b) Terminal Operator may market and allow, earn revenue upon, and/or manage up to twenty (20) Special Events per calendar year that are not related to managing cargo. Up to fifteen (15) Special Events may be private and otherwise unavailable to the general public.

(i) In addition to or combined with the Monthly Report required by subsection 4.2(d)(i), Terminal Operator must provide a list of tentative and confirmed Special Events for the subsequent eighteen (18) calendar months (the "**Special Events Calendar**"). For each listed Special Event, Terminal Operator must identify:

(1) name of entity or party sponsoring the Special Event;
(2) date(s) and time(s) of the Special Event;
(3) brief description or type of Special Event;
(4) estimated number of Special Event guests and/or participants;
(5) approximate amount of space and location(s) of Special Event, including number of parking spaces; and
(6) estimated gross revenues generated by the Special Event.

Terminal Operator must inform the Port of each public Special Event at least one hundred twenty (120) calendar days prior to the first proposed date of the Special Event and at least ninety (90) calendar days prior to the first proposed date of any private Special Event.

(ii) The Port will respond within fifteen (15) calendar days of receipt of Terminal Operator's proposed Special Events Calendar and may request additional information, provide written consent, or reject the proposal.

(c) Terminal Operator may use the services of a third party to manage one or more Special Events, so long as the third party: (i) maintains insurance coverage reasonably required by the Port and City and provides proof of such coverage to the Port, and (ii) complies all applicable City requirements, including those summarized in Section 25 of the Management Agreement.

(d) Terminal Operator agrees that the Portola Music Festival, or a substitute event of similar scale and duration, will be licensed directly by the Port each year. Terminal Operator may not market the Facility or solicit other Special Events that conflict with the annual Portola Music Festival."

4. Modifications to REVENUE AND COMPENSATION (Section 4).

4.1. Modifying Port Payment to Terminal Operator.

(a) Discontinuing Monthly Fee. Subsection (i) of Section 4.2(a) (Monthly Operating Fee) of the Original Management Agreement is deleted in its entirety; as of July 1, 2026 the Port will no longer pay Terminal Operator a monthly operating fee.

(b) Credit for Certain Terminal Operator Cruise Operation Costs. The following text is added as Section 4.2(a).

"**4.2. *Payments.***

(a) Credit for Certain Terminal Operator Cruise Operation Costs. Port will credit Terminal Operator for confirmed management costs of up to Two Thousand Dollars ($2,000) that Terminal Operator incurs as a direct result of each Cruise Operation. Terminal Operator must submit a request for any credit within thirty (30) calendar days of the conclusion of the Cruise Operation, which request must include: (i) the total amount of the credit requested; and (ii) an itemized description of the costs incurred with reasonable supporting documentation. Terminal Operator acknowledges that any union-related costs associated with the movement of cargo to facilitate a Cruise Operation are ineligible for credit, but may be passed through directly to the Port (and/or its contractor). Port and Terminal Operator further agree that the credit shall not be considered Port Gross Revenue for purposes of sharing revenues under subsections 4.2(b)(i), 4.2(b)(ii), or 4.2(b)(iii).

4.2. Revising Share of Revenues. Section 4.2(b) (Share of Revenues) of the Original Management Agreement is deleted in its entirety and replaced as follows:

"**4.2.** ***Payments.***

…

(b) Share of Revenues. Terminal Operator and the Port will share in Port Gross Revenues derived from the Facility as follows:

(i) **Tariff Revenue**. Subject to the limitation described in subsection (iii) below, the Port is entitled to forty percent (40%) of Gross Tariff Revenue earned in each Contract Year (which includes but is not limited to wharfage, dockage, crane rental, demurrage, storage, freight transfer fees, lay berth dockage); Terminal Operator is entitled to sixty percent (60%) of gross Tariff Revenue in each corresponding year.

(ii) **Special Event Revenues**. Subject to the limitation described in subsection (iii) below, the Port is entitled to fifty percent (50%) of all other Port Gross Revenue that is not Tariff Revenue and that is earned in each Contract Year, including but not limited to Special Events in each Contract Year; Terminal Operator is entitled to fifty percent (50%) of Special Event revenue in each corresponding year, including but not limited to events licensed directly by the Port (such as the Portola Music Festival).

(iii) **Port Gross Revenue in Excess of $4.5 Million**. Regardless of revenue source, Terminal Operator is entitled to one hundred percent (100%) of Port Gross Revenue earned in each Contract Year in excess of Four Million Five Hundred Thousand Dollars ($4,500,000).

5. **Pier 94**. The Port and Terminal Operator acknowledge that Terminal Operator has previously licensed portions of Port property, including at Pier 94, on an as-needed basis. The Port intends to continue to facilitate Terminal Operator's use of additional Port property including locations at Pier 94 via the Port's form license agreement and will prioritize cargo and maritime operations in accordance with the Port's statutory and common law trust obligations.

6. **City Requirements Update**.

6.1. Section 25.1 (Nondiscrimination) of the Original Management Agreement is deleted in its entirety and replaced as follows:

"**25.1** ***Nondiscrimination***.

(a) Covenant Not to Discriminate. In the performance of this Management Agreement, Terminal Operator covenants and agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), weight, height, association with members of classes protected under Articles 131 or 132 of Division II of the San Francisco Labor and Employment Code (formerly Chapter 12B and 12C of the San Francisco Administrative Code) or in retaliation for opposition to any practices forbidden under Articles 131 or 132 of Division II of the Labor and Employment Code against any employee of Terminal Operator, any City and County employee working with Terminal Operator, any applicant for employment with Terminal Operator, or any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Terminal Operator in the City and County of San Francisco.

(b) Sublicenses and Other Contracts. Terminal Operator shall include in all sublicenses and other contracts relating to the Facility a nondiscrimination clause applicable to such sublicensee or other contractor in substantially the form of Subsection (a) above. In addition, Terminal Operator shall incorporate by reference in all sublicenses and other contracts the provisions of Sections 131.2(a), 131.2(c) – (k), and 132.3 of the Labor and Employment Code (formerly, sections 12B.2 (a), 12B.2(c) - (k) and 12C.3 of the Administrative Code) and shall require all sublicensees and other contractors to comply with such provisions.

(c) Nondiscrimination in Benefits. Terminal Operator does not as of the date of this Management Agreement and will not during its Term, in any of its operations in San Francisco or where the work is being performed for the City, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits (collectively "**Core Benefits**") as well as any benefits other than the Core Benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local Law authorizing such registration, subject to the conditions set forth in Section 131.2 of the Labor and Employment Code.

(d) CMD Form. On or prior to the Effective Date, Terminal Operator shall execute and deliver to Port the "Nondiscrimination in Contracts and Benefits" form approved by the CMD.

(e) Penalties. Terminal Operator understands that pursuant to Section 131.2(h) of the Labor and Employment Code, a penalty of $50.00 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Management Agreement may be assessed against Terminal Operator and/or deducted from any payments due Terminal Operator."

6.2. Section 25.9 (Health Care Accountability Ordinance) of the Original Management Agreement is deleted in its entirety and replaced as follows:

"**25.9** ***Requiring Health Benefits for Covered Employees***. Unless exempt, Terminal Operator agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in Labor and Employment Code Division II, Article 121 (formerly Administrative Code Chapter 12Q).

(a) For each Covered Employee Terminal Operator shall provide the appropriate health benefit set forth in Section 121.3(d) of the HCAO.

(b) Notwithstanding the above, if Terminal Operator meets the requirements of a "**small business**" by the City pursuant to Section 121.3(e) of the HCAO, it shall have no obligation to comply with Section 25.9(a) above.

(c) If, within 30 days after receiving written notice of a breach of this Management Agreement for violating the HCAO, Terminal Operator fails to cure such breach or, if such breach cannot reasonably be cured within such 30-day period, Terminal Operator fails to commence efforts to cure within such period, or thereafter fails to diligently pursue such cure to completion, the City shall have the remedies set forth in Section 121.5(f). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

(d) Any sublicense or contract regarding services to be performed on the Facility entered into by Terminal Operator shall require the sublicensee or contractor and subcontractors, as applicable, to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in Article 121 of Division II of the Labor and Employment Code. Terminal Operator shall notify the Office of Labor Standards Enforcement ("**OLSE**") when it enters into such a sublicense or contract and shall certify to OLSE that it has notified the sublicensee or contractor of the obligations under the HCAO and has imposed the requirements of the HCAO on the sublicensee or contractor through written agreement with such sublicensee or contractor. Terminal Operator shall be responsible for ensuring compliance with the HCAO for each sublicensee, sublicensee, Contractor and Subcontractor performing services on the Facility. If any sublicensee, Contractor or Subcontractor fails to comply, the City may pursue the remedies set forth in Section 121.5 of the Labor and Employment Code against Terminal Operator based on the sublicensee's, Contractor's, or Subcontractor's failure to comply, provided that OLSE has first provided Terminal Operator with notice and an opportunity to cure the violation.

(e) Terminal Operator shall not discharge, reprimand, penalize, reduce the compensation of, or otherwise discriminate against, any employee for notifying the City of any issue relating to the HCAO, for opposing any practice proscribed by the HCAO, for participating in any proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

(f) Terminal Operator represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the requirements of the HCAO.

(g) Terminal Operator shall keep itself informed of the requirements of the HCAO, as they may change from time to time.

(h) Upon request, Terminal Operator shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on sublicensees, Contractors, and Subcontractors.

(i) Within ten (10) business days of any request, Terminal Operator shall provide the City with access to pertinent records relating to any Terminal Operator's compliance with the HCAO. In addition, the City and its agents may conduct random audits of Terminal Operator at any time during the Term. Terminal Operator agrees to cooperate with City in connection with any such audit.

(j) If a Contractor or Subcontractor is exempt from the HCAO because the amount payable to such Contractor or Subcontractor under all of its contracts with the City or relating to City-owned property is less than $25,000.00 (or $50,000.00 for nonprofits) in that fiscal year, but such Contractor or Subcontractor later enters into one or more agreements with the City or relating to City-owned property that cause the payments to such Contractor or Subcontractor to equal or exceed $75,000.00 in that fiscal year, then all of the Contractor's or Subcontractor's contracts with the City and relating to City-owned property shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements to equal or exceed $75,000.00 in the fiscal year."

6.3. Section 25.16 (Prevailing Wages and Working Conditions) of the Original Management Agreement is deleted in its entirety and replaced as follows:

"**25.1*6 Prevailing Wages and Working Conditions***. Terminal Operator shall comply with all applicable prevailing wage requirements, including but not limited to any such requirements in the California Labor Code, the City and County of San Francisco Charter or City and County of San Francisco Municipal Code. Any undefined, initially-capitalized term used in this Section shall have the meaning given to such term in San Francisco Labor and Employment Code Division II, Articles 101, 103, and 104 (formerly Administrative Code Section 23.61). Terminal Operator shall require its contractors and subcontractors performing (i) labor in connection with a "public work" as defined under California Labor Code Section 1720 et seq. (which includes certain construction, alteration, maintenance, demolition, installation, repair, carpet laying, or refuse hauling work if paid for in whole or part out of public funds) or (ii) Covered Construction to: (A) pay workers performing such work not less than the highest prevailing rate of wages, (B) provide the same hours, working conditions and benefits as in each case are provided for similar work performed in San Francisco County, and (C) employ apprentices in accordance with San Francisco Labor and Employment Code Division II, Articles 101, 103, and 104 (collectively, "**Prevailing Wage Requirements**"). Terminal Operator agrees to cooperate with the City in any action or proceeding against a contractor or subcontractor that fails to comply with the Prevailing Wage Requirements.

Terminal Operator shall include and shall require its sublicensees, and contractors and subcontractors (regardless of tier), to include the Prevailing Wage Requirements and the agreement to cooperate in City enforcement actions in any Construction Contract with specific reference to San Francisco Labor and Employment Code Division II, Articles 101, 103, and 104. Each such Construction Contract shall name the City and County of San Francisco, affected workers, and employee organizations formally representing affected workers as third-party beneficiaries for the limited purpose of enforcing the Prevailing Wage Requirements, including the right to file charges and seek penalties against any contractor or subcontractor in accordance with San Francisco Labor and Employment Code Division II, Articles 101, 103, and 104. Terminal Operator's failure to comply with its obligations under this Section shall constitute a material breach of this Management Agreement. A contractor's or subcontractor's failure to comply with this Section will enable the City to seek any remedy provided by Law, including those specified in San Francisco Labor and Employment Code Division II, Articles 101, 103, and 104 against the breaching party.

Terminal Operator shall also pay, and shall require its sublicensees, and contractors and subcontractors (regardless of tier) to pay, the Prevailing Rate of Wage for the following activities on the Facility as set forth in and to the extent required by San Francisco Labor and Employment Code Division II, Article 102 (formerly Administrative Code Chapter 21C): a Public Off-Street Parking Lot, Garage or Automobile Storage Facility (as defined in Section 102.3), a Show (as defined in Section 102.4), a Special Event (as defined in Section 102.8), Broadcast Services (as defined in Section 102.9), Commercial Vehicles, Loading and Unloading for Shows and Special Events (as defined in Section 102.10), and Security Guard Services for Events (as defined in Section 102.11)."

6.4. Section 25.19 (Consideration of Criminal History in Hiring and Employment Decisions) of the Original Management Agreement is deleted in its entirety.

6.5. Sections 25.23 through 25.25 are added to the Management Agreement as follows:

"25.23 Notification of Limitations on Contributions. If this Management Agreement is subject to the approval by City's Board of Supervisors, Mayor, or other elected official, the provisions of this Section 21.13 shall apply. Through its execution of this Management Agreement, Terminal Operator acknowledges its obligations under Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the selling or leasing of any land or building to or from the City whenever such transaction would require approval by a City elective officer or the board on which that City elective officer serves, from making any campaign contribution to (a) the City elective officer, (b) a candidate for the office held by such individual, or (c) a committee controlled by such individual or candidate, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve (12) months after the date the contract is approved. Terminal Operator acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of one hundred thousand dollars ($100,000) or more. Terminal Operator further acknowledges that, if applicable, (i) the prohibition on contributions applies to each Terminal Operator; each member of Terminal Operator's board of directors, and Terminal Operator's principal officers, including its chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than ten percent (10%) in Terminal Operator; and any subcontractor listed in the Terminal Operator's bid or contract. Additionally, Terminal Operator certifies that if this Section 21.13 applies, Terminal Operator has informed each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126 by the time it submitted a proposal for the contract and has provided to City the names of each of the persons required to be informed."

"**25.24** ***Compliance with City Business and Tax Regulations Code***. Terminal Operator acknowledges that under Section 6.10-2 of the San Francisco Business and Tax Regulations Code, the City Treasurer and Tax Collector may require the withholding of payments to any vendor that is delinquent in the payment of any amounts that the vendor is required to pay the City under the San Francisco Business and Tax Regulations Code. If, under that authority, any payment Port is required to make to Terminal Operator under this Management Agreement is withheld, then Port will not be in breach or default under this Management Agreement, and the Treasurer and Tax Collector will authorize release of any payments withheld under this Section to Management Agreement, without interest, late fees, penalties, or other charges, upon Terminal Operator coming back into compliance with its San Francisco Business and Tax Regulations Code obligations."

"**25.25** ***Local Truckers***. As material consideration for Port's agreement to enter into this Management Agreement, Terminal Operator agrees that, for all directly contracted or service agreement trucking opportunities associated with Terminal Operator's operations at the Facility, including, without limitation, hauling of materials on and off the Facility, Terminal Operator shall make good faith efforts to first use Local Truckers.

For purposes of this Section, "truckers" means a business that provides trucking services for a profit. "Local truckers" means those truckers that are certified by the Contract Monitoring Division of the City's General Services Agency as "Local Business Enterprises" pursuant to the City's Local Business Enterprise and Nondiscrimination in Contracting Ordinance as amended from time to time (Administrative Code Chapter 14B.)

To the extent that Terminal Operator in its sole discretion directly contracts or enters into a service agreement with truckers for trucking opportunities as described in this Section, Terminal Operator shall use Local Truckers for a minimum of sixty percent (60%) of all contracted or service agreement trucking. Only the actual dollar amount paid to truckers will be counted towards meeting the sixty percent (60%) requirement; equipment rental and disposal fees will not be counted. Notwithstanding the foregoing, if Terminal Operator fails to meet the sixty percent (60%) minimum, Terminal Operator shall not be in default of this provision so long as Terminal Operator first offered trucking opportunities to Local Truckers, and such Local Truckers were unavailable or unwilling to perform the work.

Terminal Operator shall submit a monthly report to the Port and CMD stating the total cost to Terminal Operator of trucking through a contract or service agreement during the preceding month and identifying the total amount paid to Local Truckers by the Terminal Operator. The monthly report shall document all truckers who conducted contract or service agreement work for Terminal Operator, and identify those truckers which are Local Truckers. If Terminal Operator fails to meet the 60% minimum in any month, the report shall document Terminal Operator's good faith outreach efforts to contact Local Truckers and the reasons that such work could not be conducted by Local Truckers. At Port or CMD's request, Terminal Operator shall provide additional documentation required to ensure Terminal Operator's compliance with this provision. Terminal Operator's failure to comply with this Section shall be deemed a material breach under this Management Agreement."

7. Miscellaneous.

7.1. Successors and Assigns. This First Amendment is binding upon and will inure to the benefit of the successors and assigns of the Port and Terminal Operator.

7.2. No Third-Party Beneficiaries. This First Amendment is for the exclusive benefit of the Port and Terminal Operator and not for the benefit of any other person and will not be deemed to have conferred any rights, express or implied, upon any other person.

7.3. Counterparts. This First Amendment may be executed in counterparts, each of which is deemed to be an original, and all such counterparts constitute one and the same instrument.

7.4. Entire Agreement. The Management Agreement (including the Exhibits and Schedules) constitute the entire agreement between the parties with respect to the subject matter set forth, and supersede all negotiations or previous agreements between the parties with respect to all or any part of the terms and conditions mentioned herein or incidental hereto. No parol evidence of any prior or other agreement will be permitted to contradict or vary the terms of the Management Agreement.

7.5. Amendment. Neither the Management Agreement nor any of the terms hereof may be terminated, amended or modified except by a written instrument executed by the parties. Except as provided in this First Amendment, the Original Management Agreement is unmodified hereby, and as modified by this First Amendment, the Management Agreement remains in full force and effect.

7.6. Governing Law; Selection of Forum. This First Amendment will be governed by, and interpreted in accordance with, the laws of the State of California. As part of the consideration for Port's entering into this First Amendment, Terminal Operator agrees that all actions or proceedings arising directly or indirectly under the Management Agreement may at the sole option of Port, be litigated in courts having situs within the State of California, and Terminal Operator consents to the jurisdiction of any such local, state or federal court, and consents that any service of process in such action or proceeding may be made by personal service upon Terminal Operator wherever Terminal Operator may then be located, or by certified or registered mail directed to Terminal Operator at the address set forth in the Management Agreement for the delivery of notices.

7.7. Counsel. Each party acknowledges that: (a) it was represented by counsel in connection with this First Amendment; (b) it executed this First Amendment with the advice of counsel; and (c) this First Amendment is the result of negotiations between the parties and the advice and assistance of their respective counsel.

7.8. Severability. If any provision of this First Amendment, or its application to any person or circumstance, is held invalid by any court, the invalidity or inapplicability of such provision will not affect any other provision of this First Amendment or the application of such provision to any other person or circumstance, and the remaining portions of this First Amendment will continue in full force and effect, unless enforcement of this First Amendment as so modified by and in response to such invalidation would be grossly inequitable under all of the circumstances, or would frustrate the fundamental purposes of this First Amendment.

7.9. Authority. Each of the persons executing this First Amendment on behalf of Terminal Operator does hereby covenant and warrant that Terminal Operator is at the time of execution and at all times while the Management Agreement is in effect will continue to be: (a) a duly authorized and existing entity, (b) qualified to do business in California; and that Terminal Operator has full right and authority to enter into this First Amendment, and that each and all of the persons signing on behalf of Terminal Operator are authorized to do so. Upon the Port's request, Terminal Operator shall provide the Port with evidence reasonably satisfactory to the Port confirming the foregoing representations and warranties, and covenants.

8. Effective Date. The Effective Date of this First Amendment is July 1, 2026.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Port and Terminal Operator execute this First Amendment in San Francisco, California, as of the last date set forth below.

The Port: **CITY AND COUNTY OF SAN FRANCISCO**,
a municipal corporation, operating by and through the
SAN FRANCISCO PORT COMMISSION

By: ______________________________
Dominic Moreno
Acting Deputy Director, Maritime

Date: ______________________________

Terminal Operator: **PASHA AUTOMOTIVE SERVICES**,
a California corporation

By: ______________________________
Name: Chris Hamlin
Title: Senior Vice President

Date: ______________________________

By: ______________________________
Name: Michael Johnson
Title: General Counsel

Date: ______________________________

APPROVED AS TO FORM:
DAVID CHIU, City Attorney

By: __________________
Justin Bigelow
Deputy City Attorney

First Amendment prepared by Charles Labitan, Business Development Manager ____ (initial)

Port Commission Resolution 26-37 approved as of June 9, 2026.