

PORT OF ANACORTES

P.O. BOX 297 / ANACORTES, WASHINGTON 98221-0297 U.S.A. / TELEPHONE (206) 293-3134

FIRST AMENDMENT TO MAINTENANCE AGREEMENT BETWEEN PORT OF ANACORTES AND FRONTIER INDUSTRIES

THIS FIRST AMENDMENT TO MAINTENANCE AGREEMENT between the PORT OF ANACORTES AND FRONTIER INDUSTRIES INC., made this 21st day of August, 1986, by and between the Port of Anacortes, hereinafter call "Port", and Frontier Industries Inc., a Washington Corporation, hereinafter called "F.I." and amends original Agreement dated November 1, 1985. Either party, at its option may terminate this Agreement by giving written notice to the other party at least one hundred twenty (120) days prior to such termination.

WHEREAS, F.I. has knowledge and expertise with regard to heavy equipment, maritime activity, marine terminal operation, timber lands, timber harvesting and log exports, and the Port is in need of such expertise and knowledge, and;


WHEREAS, it is the desire of the Port that F.I. act as a consultant for such purposes, and;

WHEREAS, F.I. shall provide maintenance and repairs to Port equipment and facilities so designated by Port staff. Each maintenance or repair activity shall be scheduled upon receipt of written or oral notice to F.I. by the Port. Any and all parts purchased by F.I. for such maintenance or repair activity shall be billed to the Port at cost with no markup on the purchase by F.I.. F.I. shall provide appropriate documentation of parts purchases. F.I. shall provide estimates of the cost of maintenance and repair activity by either oral or written communication to Port staff prior to such activity.

COMPENSATION. The Port shall pay F.I. Twenty Four (\$24.00) dollars per man hour for such work done at the request of the Port. F.I. shall bill the Port for expenses incurred due to travel and subsistence related to such work. The actual work shall be done by Mr. Mike Johnson, or by such other employees of F.I., or subcontractor designated by F.I. and the Port, as such work is approved of in advance by the Port.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first written above.


FRONTIER INDUSTRIES, INC.


PORT OF ANACORTES