

**FIRST AMENDMENT
TO INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE PORT OF PORTLAND
AND
PORT OF VANCOUVER**

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT ("First Amendment") effective as of May 3, 2006 ("Effective Date"), is entered into by and between the Port of Vancouver, USA, a Washington Port District ("Vancouver") and the Port of Portland, an Oregon Port District ("Portland"). Portland and Vancouver are hereinafter collectively referred to as the "Parties."

RECITALS

A. The Parties executed an Intergovernmental Agreement dated August 11, 1993 (Port Agreement No. 1993-117) (the "Agreement") to jointly develop a floating dock facility for the nonexclusive use of Subaru of America.

B. The Parties desire to amend the Agreement to (a) extend the Term of the Agreement to coincide with the renewal term of the Subaru of America contract with Vancouver; and (b) to permit Vancouver to market the floating dock independently from Portland, subject to the terms and conditions of this First Amendment.

NOW, THEREFORE, the Parties, intending to be legally bound by the terms and conditions contained in this First Amendment and in consideration of the mutual covenants set forth below, agree as follows:

AGREEMENT

1. TERM, MODIFICATION AND TERMINATION

Section 1 (a) shall be deleted in its entirety and replaced with the following Section 1 (a):

(a) This Agreement shall be effective upon approval by the Commissions of both Parties and shall continue through December 31, 2015 and, unless terminated as provided for in this agreement, the Parties may renew the agreement for additional five (5) year terms, provided however, that both Parties must agree to such renewal in writing at least thirty (30) days prior to expiration of the then current Term.

2. SCOPE OF RESPONSIBILITIES/COMMITMENTS

Section 2 (c) (1) shall be deleted in its entirety and replaced with the following Section 2 (c) (1):

(c) Joint Portland/Vancouver Commitments

(1) Vancouver and Portland may jointly market the use of the floating dock facility by businesses other than Subaru of America to the extent the use does not unreasonably interfere with the use of the floating dock facility by Subaru of America. Vancouver may also market the floating dock facility independently from Portland, provided that Vancouver shall not market the floating dock facility independently, without the prior written consent of the Port in its sole discretion, to any automobile account (Toyota Motor Sales, U.S.A., Inc.; American Honda Motor Co., Inc.; Hyundai Motor America; or Auto Warehousing Co.) which, at the time of such proposed marketing, is a current tenant of Portland or other user of real property owned by Portland.

3. SAVINGS CLAUSE

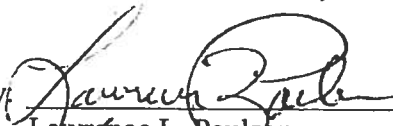
Except as expressly modified by this First Amendment, the Agreement shall remain in full force and effect according to its terms.

4. WARRANTY OF AUTHORITY

The individuals executing this First Amendment warrant they have full authority to execute this First Amendment on behalf of the entity for whom they are acting herein.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to be effective as of the date set forth above.

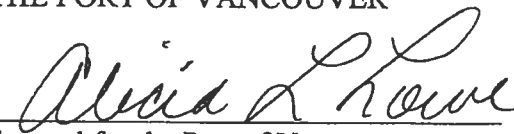
PORT OF VANCOUVER, USA

By: 
Lawrence L. Raulson
Executive Director

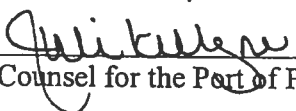
PORT OF PORTLAND

By: 
Bill Wyatt, Executive Director

APPROVED AS TO LEGAL SUFFICIENCY
FOR THE PORT OF VANCOUVER

By: 
Counsel for the Port of Vancouver

APPROVED AS TO LEGAL SUFFICIENCY
FOR THE PORT OF PORTLAND

By: 
Counsel for the Port of Portland