FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

The parties to this First Amendment to Employment Agreement are the San Diego Unified Port District (District), a public corporation, and Mark Yeilding (Yeilding), Employee.

Recitals:

District and Yeilding are parties to an Employment Agreement dated February 19, 2021, whereby Yeilding is employed as Port Auditor. The District and Yeilding are now amending the Employment Agreement to reflect a change in terms.

The Parties Agree:

- 1. Paragraph 2.1 Salary shall be amended to read as follows: Yielding's annual salary shall be a minimum of One Hundred Seventy-Five Thousand Dollars (\$175,000) effective January 14, 2022. Additionally, Yeilding shall receive Seven Thousand Dollars (\$7,000) as a one-time bonus for exemplary performance.
- 2. Paragraph 2.2.3 shall be added as follows: Yeilding shall be allowed to work remotely where consistent with his duties.
- 3. All other terms, covenants and conditions shall remain in full force and effect and shall be applicable to this First Amendment.

| DATED: | SAN DIEGO UNIFIED PORT DISTRICT |
|--------|---|
| | By: DAN MALCOLM CHAIR, BOARD OF PORT COMMISSIONERS |
| | By: |