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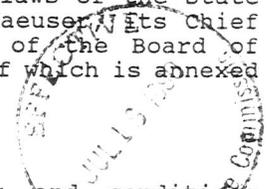
BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS

AND

COASTAL CARGO COMPANY, INC.

REMOVED

THIS LEASE AGREEMENT AND CONTRACT made and entered into by and between BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS, a Political Subdivision of the State of Louisiana, hereinafter referred to as "Board", herein represented by J. Ron Brinson, its President and Chief Executive Officer, by virtue of a resolution of said Board, a certified copy of which is annexed hereto; and COASTAL CARGO COMPANY, INC. hereinafter sometimes called "Lessee", a corporation organized and existing under the laws of the State of Louisiana, herein represented by Daniel L. Haeuser, its Chief Executive Officer, by virtue of a resolution of the Board of Directors of said corporation, a certified copy of which is annexed hereto,



W I T N E S S E T H:

FOR THE CONSIDERATION and on the terms and conditions hereinafter set forth, Board has leased, and does hereby lease to Lessee Sections one (1) through nine (9) Divisions A and B, ten (10) through fifteen (15) all divisions and sixteen (16) through thirty (30) all divisions of the Esplanade Avenue Wharf, shed only, together with all improvements located thereon including access thereto, and situated on the Mississippi River, City of New Orleans, Louisiana, comprising a net area of approximately 88,231 square feet.

The leased premises are more fully delineated on a print of drawing numbers RE-1119, dated July 15, 1990, initialed by the parties hereto and annexed hereto and made a part hereof as Exhibit "A".

TO HAVE AND TO HOLD said leased premises for the term hereinafter mentioned, unless sooner ended and terminated as hereinafter provided, and subject to the following further terms and conditions, to wit:

1. TERM

(a) This lease is made for a term of two (2) years, commencing on July 15, 1990 and ending on July 14, 1992 ("lease term").

(b) Notwithstanding the foregoing, either party hereto has the option to terminate this lease. Said option shall be exercised by giving written notice to the other party and the lease shall terminate one hundred eighty (180) days after actual receipt of said notice that a party hereto desires to terminate this lease.

2. RENT AND OTHER CHARGES

From the period of July 15, 1990 through July 14, 1991, Lessee shall pay to Board rent at the rate of FIVE THOUSAND FIVE HUNDRED FOURTEEN AND 00/100 DOLLARS (\$5,514.00) per month. During the period of July 15, 1991 through July 14, 1992, Lessee shall pay to the Board, rent at the rate of FIVE THOUSAND SEVEN HUNDRED NINETY AND 001/00 DOLLARS (\$5,790.00) per month. Rent shall be made payable monthly, in advance at Board offices as defined in section 29 hereof.

All applicable charges including dockage, wharfage and harbor fees as now published in Board's Dock Department Tariff or as same shall be amended, modified, changed or reissued from time to time shall be assessed to the parties responsible for such charges in accordance with the terms and conditions of said Tariff; it being expressly understood by the parties hereto that demurrage and sheddage charges shall not be applicable nor shall Lessee be responsible for such charges.

### 3. LIMITATION OF USE

The leased facility shall be used by Lessee solely as a maritime facility for the purposes of loading and discharging cargo from or to ocean going vessels, barges or other watercraft, warehousing goods and commodities, stevedoring and related purposes including such other purposes as shall contribute to the domestic or foreign waterborne commerce of the Port of New Orleans. A consideration for the lease of the herein described property is that the operations conducted thereover shall contribute to the domestic or foreign waterborne commerce of the Port of New Orleans.

### 4. PEACEABLE POSSESSION

Board warrants Lessee to be maintained in peaceable possession of the above described premises during the continuance of this lease. Should Lessee be disturbed by any person or persons pretending to have a right to the leased premises, or should Lessee be cited to appear before a court of justice having jurisdiction of the area in which the leased premises are located to answer to the complaint of any person or persons claiming the whole or any part of said leased premises, Lessee shall call upon Board to defend it against such claims, and Board hereby obligates itself to defend any such action at its cost, provided, that this Section shall not apply to disturbances by trespassers.

### 5. CONDITION OF PREMISES

(a) Except as provided in section 5(b), it is hereby understood that the premises hereinabove described and herein leased by Board to Lessee shall be taken by Lessee in their present condition, without any obligation on Board to make any changes or improvements therein, or to do construction of any kind thereon, whether in connection with access, utilities or otherwise; it being acknowledged by both parties hereto that the existing roof to the improvements situated on the leased premises leaks and that Lessee accepts said improvements subject to such leakage, however, Lessee assumes no responsibility or liability arising out of, resulting from or in connection with such condition of the roof. Lessee has the option but not the obligation to repair any portion or portions of such roof as it, in its sole discretion, may deem fit to do. Should Lessee exercise its option to repair any portion or portions of such roof, it shall do so in a workmanlike manner and in such other manner as is reasonable for repair of such roof.

(b) Lessee, from the time of its occupancy and until the premises are vacated by Lessee, shall be responsible for day-to-day maintenance of the leased premises, it being understood and agreed that Board shall be solely responsible for the substructure of the wharf, the wharf pilings, fender system, roadways, aprons and defects noted on the joint survey described below. Lessee shall further be responsible for any constructions and other improvements which may be constructed or placed on the premises by Lessee during the term hereof. Board hereby agrees that it shall repair any and all defects relating to, arising out of or in connection with the substructure of the wharf unless such substructure is impaired as a result of the fault of Lessee; it being the intent of the parties hereto that Lessee shall maintain the deck of the shed and Board shall be responsible for all other repairs, replacement and improvements to the wharf not due to

Lessee's fault or negligence. In the event it is necessary for Board to repair, replace or improve a portion of the leased premises for which it is responsible under this lease, Board shall have the option to either repair, replace or improve said portion of the leased premises or to delete said portion of the leased premises provided said portion of the leased premises deleted does not cause any remaining portions of the leased premises to be non-contiguous to any other portions of the leased premises.

(c) Prior to the commencement of the lease term, the parties shall make a joint survey of the leased premises noting on said survey those conditions and portions of the leased premises in need of repair, replacement or improvement; it being understood and agreed that Lessee shall have no responsibility or liability whatsoever either during the lease term or upon expiration of the lease term for the repair, replacement or improvement of any such condition or portion of the leased premises noted on said survey, nor shall Lessee have any such responsibility or liability for any repairs, replacements or improvements of any condition or portion of the leased premises which becomes necessary during the lease term as a result of a pre-existing condition noted on said survey.

(d) Lessee acknowledges that its agents and employees have fully inspected the leased premises, and on the basis of such inspection Lessee accepts the leased premises in their present condition as being suitable for the purposes for which they are hereby leased subject to section 5(a) and 5(b) hereof.

#### 6. CONSTRUCTION

In its sole discretion, Lessee may make, or cause to be made, on the herein leased premises such improvements as may be necessary or appropriate for the carrying on of the business authorized herein; provided, that no such work on said leased premises shall be undertaken herein without Lessee's first having submitted the plans and specifications therefor to Board and securing the written approval of Board which approval shall not be unreasonably withheld. Any permanent improvements constructed by Lessee on the leased premises may at Board's option inure to and become the property of Board at the termination of this lease without reimbursement therefor to Lessee.

#### 7. MAINTENANCE

(a) Except as otherwise set forth herein, Lessee agrees to be responsible for and shall at its own cost, risk and expense perform and pay all costs of maintenance and repairs, attributable to Lessee's use and operations, of the leased premises and any facilities and equipment situated or to be situated thereon by Lessee, so that at the termination of this lease, and at all times during this lease, the same will be in as good condition as at the commencement of the lease, normal wear and tear excepted. All repairs which Lessee is obligated to make shall be equal in quality to the original in material and workmanship. Board shall have no responsibility whatsoever to perform any maintenance work on the leased premises except as otherwise provided herein.

(b) Should Lessee fail to perform or commence maintenance repairs within a reasonable period after having been notified in writing by Board to perform such obligations under subparagraph (a) hereof, in addition to such remedies as may be afforded to Board by law, Board is hereby authorized by Lessee to perform the work at Lessee's cost, risk and expense and Lessee shall, on demand, pay to Board the actual expenses incurred by Board therefor upon written proof of same submitted by Board to Lessee.

(c) The Board shall be responsible and liable for the maintenance, repair and replacement of, including taking reasonable

care to prevent freeze damage to, any and all water utilities (exclusive of the sprinkler system referred to below), not necessitated by the fault or negligence of Lessee. The Board shall further be responsible and liable for maintenance, repair and replacement of the substructure of the wharf, the wharf pilings, fender system, roadways and aprons associated with the leased premises.

(d) The Board shall be responsible and liable for any extraordinary repair to and the replacement of the sprinkler system, including taking reasonable care to prevent damages resulting from freezing of the sprinkler system.

(e) Lessee shall be responsible and liable for the day-to-day maintenance and repair of the sprinkler system and such other repairs of the sprinkler system due to the fault or negligence of Lessee.

#### 8. COST, RISKS AND EXPENSES; UTILITIES

(a) Lessee shall pay all costs and assume all risks in doing work, or carrying on operations, now or hereafter permitted or required under the terms and conditions of this lease, except as may be otherwise specifically designated in this lease or in written instructions given or agreements made by proper authority under the terms and conditions of this lease; and Lessee shall pay all costs, reasonable attorneys' fees and other expenses incurred by Board in enforcing the covenants of this lease, should Lessee be found in violation thereof.

(b) All water, electrical and other utility services to the leased premises shall be supplied by Board. It is agreed that such services shall be jointly metered in the name of the Board with other property of the Board and that Lessee shall reimburse Board for Lessee's proportionate share of the cost of such services, which proportionate share shall be equal to the cost of the services to all such jointly metered property multiplied by a fraction, the numerator of which shall be the square footage of the leased premises and the denominator of which shall be the total square footage of all such jointly metered property. The Board represents, warrants and covenants that sufficient services for the purposes set forth in Section 3 shall at all times be available to the leased premises.

#### 9. CANCELLATION AND RE-LET

(a) After the expiration of the first six (6) month period of the lease term and continuing for the duration of the lease term, Lessee shall have the option to cancel from this lease exactly fifteen (15) contiguous Sections of the leased premises beginning with Section 16 and ending with Section 30, provided Lessee gives Board written notice sixty (60) days prior to such cancellation. Six (6) months following said election to cancel said fifteen (15) Sections, and continuing for the remainder of the lease term, Lessee shall have the option to cancel from this lease the remaining fifteen (15) Sections (Sections 1 through 9 Divisions A and B and Sections 10 through 15) remaining in the leased premises provided Lessee gives Board written notice sixty (60) days prior to such cancellation. Any notices given pursuant to this section 9(a) may be given prior to expiration of the first six (6)

months of the lease term and prior to the expiration of six (6) months thereafter so that cancellation of any Sections may become effective at termination of the first six (6) month period and six (6) months thereafter respectively. Lessee shall always have a first right of refusal on the re-lease, sale or other use or disposition of any Sections cancelled pursuant to this paragraph on the same terms and conditions offered by or to a bona fide third party. Further, upon the cancellation of any Sections pursuant to this section 9(a), Lessee shall have the right to apply for and shall be assigned a First Call on Berth Privilege on any cancelled Section(s) as well as the open portion of the wharf in accordance with the applicable provisions of the Board's Dock Department Tariff.

(b) Lessee shall have the option at any time during the lease term, including any renewals or extensions thereof, to re-let pursuant to the terms and conditions of this lease, any or all of the Sections cancelled pursuant to section 9(a) for the duration of the lease term including any renewals or extensions upon the written consent of the Board which consent shall not be unreasonably withheld. It being understood by the parties hereto that any or all of the cancelled sections may be re-let by Lessee at any one time pursuant to this section 9(b) provided that any number of Sections re-let shall be a multiple of fifteen (15) if possible and further provided that Sections one (1) through nine (9) Divisions A and B and Sections ten (10) through fifteen (15) shall always be cancelled or re-let as the case may be, as a unit together.

(c) The rental rate during the lease term and any renewals or extensions thereof, shall always be pro-rated according to the net amount of Sections leased to Lessee during each month of the lease term.

(d) Prior to the date of cancellation of any Sections of the leased premises from this lease, Lessee shall remove from said cancelled Sections any and all property belonging to Lessee and property belonging to third persons but for which Lessee is responsible for the placement of such property upon the leased premises and restore said Sections to their condition upon commencement of the lease term, normal wear and tear excepted; provided that any improvements constructed by Lessee may remain in accordance with section 6 hereof.

(e) Any modification, renewal or change in this Agreement will be filed with the Federal Maritime Commission as an Amendment to the Agreement.

#### 10. REPAIR OF DAMAGE AND DESTRUCTION

(a) Lessee agrees that it shall, at its own cost, risk and expense, promptly and with due diligence repair, replace or restore or cause the repair, replacement or restoration of any and all such property comprising the leased premises which may become the subject of loss, damage or destruction, caused by Lessee, its agents or invitees, whether such loss, damage or destruction be partial or total. It is agreed that Lessee's liability for such loss, damage or destruction shall be limited to the proceeds derived from any insurance policies or from third parties which proceeds shall be applied toward the costs of effecting any repairs, replacements or restorations to the extent necessary to restore the property to its condition at the commencement of the lease term.

(b) With respect to any loss, damage or destruction of the premises caused by Lessee or its agents or invitees, which renders the premises substantially unusable for the purposes of this lease, Lessee shall have the option of either repairing such damage or paying to Board any sums received from third parties responsible

for such damage, as well as the full amount of all insurance proceeds, and upon such payments, this lease shall terminate and Lessee shall have no further liability to Board in connection with this lease.

(c) If Lessee exercises its option to repair as provided in the preceding subparagraph, the rent due hereunder shall abate or be prorated (to the extent that Lessee continues to use portions of the leased premises) for such length of time as it reasonably takes to restore the premises to a usable condition, provided that Lessee shall during such time diligently pursue the making of such repairs.

(d) Lessee shall not be responsible for any repairs, renewals, replacements or improvements to the leased premises including, but not limited to, the fender system, pilings and the wharf including its substructure as a result of damage or destruction, if such repair, renewal, replacement or improvement results from barge or ship collision in the Mississippi River or otherwise, unless said damage or destruction be caused by vessels calling at the facility at the request of Lessee.

#### 11. INSURANCE

Board agrees to carry broad form insurance on the assigned facilities under Board's policy, which shall insure the replacement value of the leased premises in excess of the first One Hundred Thousand Dollars (\$100,000.00). Lessee shall carry, at its own cost and expense, but in the name of Board, broad form insurance on the assigned facilities in the amount of One Hundred Thousand Dollars (\$100,000.00), "buy-back" form, (said "buy-back" form to be delivered to Board by Lessee), with a deductible in an amount not to exceed Five Thousand Dollars (\$5,000.00) for each loss, the original of such policy to be furnished to Board, and Lessee shall be responsible to pay the amount of such deductible in the event of loss. Lessee shall also carry, at its own cost and expense and in its own name, the following types (forms) of insurance policies:

(a) WORKMEN'S COMPENSATION INSURANCE (including longshoremen and Harbor Workers Act coverage) under all applicable Federal and State of Louisiana statutes and municipal or parish ordinances for all the employees performing stevedore's work, and employers liability insurance (including liability under the Jones Act) in the amount of not less than SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000.) for each occurrence.

(b) COMPREHENSIVE GENERAL LIABILITY INSURANCE (including coverage for automobile liability, broad form contractual liability and property in the insured's care, custody, or control) against claims for bodily injury, death or property damage occurring on, in or about the vessel's being loaded on port premises, in the adjoining areas with limits as to bodily injury or death of not less than SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000.00) for one person and not less than ONE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$1,750,000.00) for all injuries or deaths in one occurrence, and with limits as to property damage of not less than SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000.00) for each occurrence.

(c) Stevedore and terminal operator's liability in the minimum amount of FIVE MILLION DOLLARS (\$5,000,000.00).

(d) Lessee shall procure and maintain at Lessee's sole cost and expense comprehensive motor vehicle liability insurance which shall include hired car and non-ownership coverage with limit of liability of not less than one million dollars (\$1,000,000.00) for all injuries or deaths resulting to any one person or from any one occurrence. The limit of liability for property damage shall be not less than one million dollars (\$1,000,000.00) for each occurrence and aggregate.

Except for Workmen's Compensation policy, Lessee agrees that all such insurance as required hereinabove shall specifically name Board as co-insured. Insofar as and to the extent that the following provision may be effective without invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the State of Louisiana: Board and Lessee mutually agree that with respect to any property loss which is covered by insurance and suffering said loss each releases the other and such other's officers, servants, agents and employees of and from any and all claims with respect to such loss; and they further mutually agree that their respective insurance company shall have no right of subrogation against the other and such other's officers, servants, agents and employees on account thereof. All such policies shall also provide for thirty (30) days' notice of cancellation or material change to be sent to Board at its offices in the World Trade Center, P. O. Box 60046, New Orleans, Louisiana 70160. All such policies shall be written in insurance companies legally authorized and licensed to do business in the State of Louisiana and acceptable to Board (Best's rating "IV" or better). Lessee shall furnish Board, certificates evidencing that it has procured the insurance required herein.

#### 12. WATCHMAN SERVICE

Lessee shall furnish all watchman service which it may desire at Lessee's own cost, risk and expense. Board shall have no obligation to provide watchman services.

#### 13. INSPECTION

In order that Board may carry out the obligations imposed upon it by law, by this Agreement, or otherwise, and to ascertain whether or not Lessee's covenants herein are being observed, Lessee agrees that Board shall have the right at all reasonable times to enter upon and to inspect the herein leased premises. Board shall further have the right to audit such books and records of Lessee necessary to ensure Lessee has complied with section 2 of this lease as it relates to wharfage and dockage payments and any such audit shall be conducted during reasonable business hours at the offices of Lessee and shall not unduly interfere with the business of Lessee.

#### 14. PARKING

Lessee is hereby authorized to utilize any portion of the leased premises for vehicular parking areas as may be necessary for the conduct of all operations on the leased premises.

#### 15. LEVEES

In order that the Board of Levee Commissioners of the Orleans Levee District may carry out its obligations to construct and maintain levees (where such levees exist on the leased property), Lessee agrees that the Board of Levee Commissioners of the Orleans Levee District shall have the right at all times to enter on the leased premises for the purpose of inspecting, improving,

repairing, maintaining and constructing levees in such manner as said Board of Levee Commissioners of the Orleans Levee District may deem necessary in order to carry out the obligations imposed on it by law, and Lessee agrees that Lessee's use of the premises shall conform thereto, subject, however, to the provisions of the Section of this lease titled "Condemnation." In the event Lessee is prohibited from using the leased premises or any portion thereof as a result of the Board of Levee Commissioners for the Orleans Levee District carrying out any obligations imposed on it by law or conducting any inspection, improvement, repair, maintenance or construction, rent hereunder shall be abated or prorated according to the proportion of the leased premises Lessee is prohibited from using.

#### 16. DEFAULT

If any one or more of the following events (hereinafter sometimes referred to as "Events of Default") should occur, namely:

(a) If Lessee shall fail duly and punctually to pay the rental or to make any other payment required hereunder when due to Board, and if such failure shall continue for a period of thirty (30) days after written notice thereof has been given to Lessee by Board;

(b) If Lessee shall be adjudged a bankrupt or insolvent by any court of competent jurisdiction, or if a voluntary petition in bankruptcy or petition for reorganization or arrangement shall be filed by Lessee, or if a receiver of the property of Lessee shall be appointed;

(c) If the interest of Lessee under this Agreement shall transfer or pass to or devolve upon any other person, firm or corporation, by operation of law or otherwise, without the written consent and approval of Board, except to a subsidiary or successor company;

(d) If Lessee becomes a corporation or other entity in dissolution or liquidation, whether voluntary or as the result of any act or omission, or by operation of law or the order or decree of any court having jurisdiction or for any other reason whatsoever, and the exceptions of (c) above have not become operative;

(e) If, by or pursuant to or under authority of any legislative act, resolution or rule or any order or decree of any court or governmental board, agency or office, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of Lessee;

(f) If Lessee shall voluntarily abandon, desert or vacate the leased premises or discontinue its operations at the said premises for a period greater than thirty (30) days;

(g) If Lessee breaches or defaults in respect of any of the other covenants, conditions or agreements herein contained and on its part to be performed; and Lessee fails for a period of thirty (30) days after receipt of written notice thereof to remedy any Event of Default, or, such longer period as necessary if remedying such default would reasonably require longer than thirty (30) days, to commence to remedy and to thereafter proceed with all reasonable diligence to the remedying of such default; then, upon the expiration of such period, the rent, at the rate then in effect, for the remaining term of this lease shall at once become due and exigible, without putting Lessee in default, and Board shall have the option (1) to demand the rent for the whole term, (2) to proceed for past due installments, or (3) to cancel this lease immediately, all without putting Lessee in default.

(h) In all cases Lessee shall remain responsible for all damages or losses suffered by Board as a consequence of Lessee's breach in the performance of its obligations hereunder. In addition to exercising the rights or remedies hereinabove provided in this Section, upon occurrence of Event of Default designated in (f) above (i.e. abandonment or discontinuance of operations), whether alone or in conjunction with other Events of Default, Board may take possession of the premises as Lessee's agent, without terminating this lease, and at Board's option either operate the leased premises or re-let the premises at the best price obtainable by reasonable effort, consistent with the public purposes of Board, and for any term Board deems proper, Lessee to remain liable to Board for the deficiency, if any, between Lessee's rent and other obligations hereunder and the price obtained by Board on re-letting. Failure strictly and promptly to enforce these conditions shall not operate as a waiver of Board's rights.

#### 17. RIGHTS OF WAY

Board agrees to grant to Lessee or to appropriate public utility companies if requested by Lessee rights of way to be so located as to give said utilities as convenient access to the leased premises as practicable without unreasonable interference with the use by Board or Board's other tenants of its or their property, provided that the location of such utilities, insofar as they cross or otherwise affect any of Board's property within or outside of the leased premises, shall be approved in writing in advance by Board, such approval not to be unreasonably withheld, provided that such rights of way for utilities shall be granted by Board only for the duration of the term of the lease and any extensions thereof, and provided further that Lessee shall assume all risks, costs or other obligations imposed by the utility companies as a condition of such installations.

#### 18. WAIVER

(a) Board shall have the right to extend the default periods detailed in Section 16 above if the Board in its sole discretion determines that Lessee is making a good faith effort to cure a default condition which Board has called to Lessee's attention under the terms outlined in Section 16 above, and such extension shall not operate as a waiver of Board's rights under the default provisions above unless Board specifically so states.

(b) Any waiver at any time of a breach or default of any of the conditions of this Agreement shall extend only to the particular breach or default so waived, and shall in no way impair or affect the continued existence of such conditions nor deprive either party of its remedies arising out of any other breach or default hereunder, whether prior or subsequent.

#### 19. TERMINATION OF LEASE

(a) Upon termination of this lease by cancellation or expiration, or for any other reason whatsoever, Lessee shall immediately yield up possession of the premises to Board.

(b) In case of failure or refusal of Lessee to yield up the premises as aforesaid, Lessee shall pay as liquidated damages for the whole time such possession is withheld, double the proportionate amount of rent herein specified. This provision shall not constitute a waiver by Board of any remedies now or hereafter given to Board by the laws of Louisiana.

(c) Upon such termination, Lessee shall have a reasonable time after such termination within which it may remove from the leased premises property belonging to Lessee and property belonging to third persons but for which Lessee is responsible.

(d) Lessee shall remove all trash, stocks of materials, supplies, tools, etc., from the leased premises.

(e) If all trash, stocks of materials, supplies, tools, etc., are not removed by Lessee timely, as hereinabove provided, and the premises restored as aforesaid, it will be optional with Board either to collect double the amount of minimum rent as liquidated damages until the said trash, stocks of materials, supplies, tools, etc., have been removed and the premises restored, as aforesaid, by Lessee; or to remove the same and restore the premises at Lessee's cost, risk and expense, the double rental to continue until ultimate removal thereof and completion of restoration; or to retain such property of Lessee, or any part thereof, which remains on the leased premises, without payment or reimbursement to Lessee, unless other arrangements have been made in writing between Board and Lessee with regard to the removal thereof.

#### 20. LIENS

Lessee shall not permit any lien or privilege to remain of record against Board's property when filed by any person or company for claims arising in connection with any work or undertaking by Lessee or Lessee's agents on the leased premises, and Lessee agrees to discharge or cause to be discharged any such lien promptly; and, if in default therein for thirty (30) days after written notice thereof from Board, Lessee shall pay to Board as additional rent any amount or amounts paid by Board in causing the removal of such lien, including reasonable attorneys' fees and expenses. Nothing herein contained, however, shall require Board to discharge such lien except in its own discretion.

#### 21. PUBLIC BELT RAILROAD COMMISSION

Lessee hereby takes cognizance of those certain contracts for railroad services on the Mississippi River, by and between Board of Commissioners of the Port of New Orleans (Lessor), and the City of New Orleans, by and through the Public Belt Railroad Commission for the City of New Orleans, entered into, respectively on August 18, 1918, and March 14, 1957, by which contracts, among other things, the said Public Belt Railroad Commission was granted the exclusive right to do all the switching and like services to, from and for the lessees and occupants of the properties of the Board of Commissioners of the Port of New Orleans adjacent to and in connection with said waterways.

Lessee shall be responsible for making its own arrangement for switching service directly with the said Public Belt Railroad Commission under a conventional switch track agreement, and to pay all costs incurred or imposed for obtaining such switching service and for providing and maintaining any switch track facilities.

#### 22. ASSIGNMENT AND SUBLETTING

(a) Lessee shall not assign or sub-let this lease in whole or in part, to anyone without the prior written consent of Board, which consent shall not be unreasonably withheld, and shall not permit any transfer by operation of law, of any or all of Lessee's interest in said premises acquired through or by this lease. Nothing herein contained shall be construed as requiring the consent of Board to any sub-lease or assignment from time to time of the within lease to a wholly-owned subsidiary of Lessee, or to any corporate successor of Lessee without consent of the Board; provided, however, that in the event of such sub-lease or assignment, Lessee shall continue to remain liable for all of its obligations under this lease unless Board shall give its written consent to the release of Lessee. Lessee, in case of sub-lease or assignment authorized herein, shall remain at all times primarily liable for the prompt payment of all rent or other amounts due from Lessee under the terms hereof and for the prompt performance of all

covenants on Lessee's part herein agreed to be performed, unless Board shall give its written consent to the release of Lessee.

(b) At such time that Lessee seeks approval of Board, if necessary, to sublease in whole or in part the leased premises, Lessee shall secure from Board a property survey and description with prints of drawings of the area to be subleased, which shall be annexed to the agreement of sublease as exhibits, and Lessee shall pay to Board, in addition to the rent and other charges as herein provided, up to the sum of Two Hundred Fifty Dollars (\$250.00) for actual costs and expenses of providing said survey, description and drawings to Lessee, the payment of which amount shall be applicable to every proposed sublease submitted to Board.

(c) Except where Lessee proposes to sublease the leased premises or assigns this lease to a wholly owned subsidiary of Lessee or a corporate successor of Lessee, Lessee shall not make any of the rights granted to Lessee under this lease the subject of sale or transfer for profit. Accordingly, if at any time during the term of this lease or any renewal, Lessee seeks to assign same or to sublease the leased premises (other than the assignment or sublease to a wholly owned subsidiary or corporate successor of Lessee) either in whole or in part, then Board, as a condition for granting or withholding its consent thereto, may require that the rent payable under the lease by Lessee to Board be adjusted and restated so that the rent payable to Board for the premises or that portion of the premises which is to be affected shall be at the renewal rate then established by Board of properties of the same type that are located in the same area. When any assignment or sublease is proposed by Lessee for approval by Board, the purchase price and/or the rent proposed to be paid for the improvements owned by Lessee shall be stated separately in such proposed agreement from the purchase price or the rent proposed to be paid for the leasehold rights affecting the land and improvements owned by Board. Board shall have the right to demand that no profit be made by Lessee from the latter.

### 23. LAWS, RULES AND REGULATIONS

(a) Lessee shall not at any time during the term hereof use or allow the use of the leased premises for any purpose or use in violation of the laws, regulations or ordinances of the United States of America, of the State of Louisiana, or of the City of New Orleans, or of Board, whether such laws, regulations or ordinances now exist or shall be enacted or issued during the term of this lease.

(b) Lessee agrees to observe all laws and ordinances applicable to the installation, maintenance and removal of any improvements, machinery or other equipment on the leased premises (including access or utility connections thereto) and to take appropriate safeguards to prevent loss, damage or injury to the leased premises or to any adjacent properties as a result of such installation, maintenance or removal of such improvements, machinery or equipment. Nothing in this paragraph shall obligate Lessee with regard to any installation, maintenance or removal of any improvements, machinery or other equipment which is the obligation of the Board as otherwise set forth herein.

(c) Lessee shall keep the portion of the leased premises for which it is responsible in a safe, clean and wholesome condition and in full compliance with local ordinances and all other laws and governmental regulations affecting the said premises, and shall remove promptly at Lessee's cost any rubbish or waste material of any character whatsoever which may accumulate thereon. Any oil, sludge, residue, or other materials to be disposed of in connection with Lessee's operations shall not be discharged into the Mississippi River, connecting waterways or drains, nor shall any

material, debris, or objects of any kind be thrown or otherwise allowed to be discharged into said waterways.

(d) Board shall at all times be free to make and enforce any reasonable and uniform rules, regulations or ordinances which it deems necessary or appropriate with regard to the property under its administration of which the leased premises form a part, provided that such rules, regulations or ordinances shall not be arbitrary or discriminatory against Lessee.

(e) Lessee agrees to demand adherence to all of the above mentioned laws, ordinances, rules and regulations both with reference to employees of Lessee and which with reference to all other persons entering the premises who derive their right to be thereon from Lessee.

(f) Lessee shall report to Board's real estate property manager in writing at the address provided in Section 29 of this lease every occasion where Lessee has actual knowledge that hazardous materials are to be stored or used on or passed through the leased premises. Lessee shall use its best efforts to make this report before such storage, use or passage occurs if Lessee has actual prior knowledge thereof.

#### 24. INDEMNITY

(a) Lessee shall protect, defend, indemnify, keep and save forever harmless Board from and against any and all loss, cost, claims, charges, expenses, penalties, damages, fines, suits, demands and actions of any kind and nature whatsoever growing out of, in connection with, or by reason of any and all of Lessee's operations and the operations of those holding under or through Lessee on the leased premises, including such as may be imposed for the violation by Lessee of any law of the United States, or of the State of Louisiana, or of any ordinance of the City of New Orleans or of Board or of any regulation of any governmental agency (federal, state or local), and including any and all liability under Employers' Liability or Worker's Compensation Acts (federal or state), and not caused or contributed to by any fault or negligence of Board, its employees or agents.

(b) Lessee shall further protect, defend, indemnify, keep and save forever harmless Board from and against any and all loss, cost, claims, charges, expenses, penalties, damages, fines, suits, demands and actions of any kind and nature whatsoever arising out of or in connection with any accident or other occurrence causing injury to any person (fatal or otherwise) or damage to property, due to Lessee's performance of its obligations hereunder, and not caused or contributed to by any fault or negligence of Board, its employees or agents.

#### 25. CONDEMNATION

(a) If the whole of the leased premises shall be lawfully taken by condemnation or in any other manner for any public use or purpose, this lease shall terminate as of the date of vesting of title on such taking (which is the date hereafter referred to as the date of the taking), and the rent shall be apportioned as of such date.

(b) If any part of the leased premises shall be so taken, this lease shall be and remain unaffected by such taking except that Lessee may elect to terminate this lease in the event of such partial taking if the remaining area of the leased premises is not reasonably sufficient for Lessee to continue the operation of its business. In such case, Lessee shall give prompt written notice to Board of such election and this lease shall terminate on the date of service of Lessee's notice, and the rent shall be apportioned as of such date. After such partial taking if this

lease continues in force as to any remaining part of the leased premises, the rent shall be apportioned.

(c) If the temporary use or occupancy of the entire leased premises shall be lawfully taken for a period in excess of thirty (30) days by condemnation or in any other manner for any public use of purpose, this lease shall terminate as of the date of such taking, and the rent shall be apportioned as of such date unless Lessee shall elect to continue the lease, subject to abatement of the rent during the period of such temporary use or occupancy.

(d) If any part of the leased premises shall be so temporarily taken, this lease shall be and remain unaffected by such taking, except that Lessee may elect to terminate this lease in such event if the remaining area of the leased premises is not reasonably sufficient for Lessee to continue the operation of its business. In such case, Lessee shall give prompt written notice to Board of such election and this lease shall terminate on the date of service of Lessee's notice, and the rent shall be apportioned as of such date. After such temporary partial taking if this lease continues in force as to any remaining part of the leased premises, the rent shall be apportioned.

(e) In the event of termination of this lease because of a lawful taking either in whole or in part, Lessee shall be relieved of its obligations as specified under the Section of this lease entitled "Termination of Lease".

(f) Board shall be entitled to receive the entire award in any proceeding with respect to any taking provided for in this Section without deduction for any leasehold rights vested in Lessee by this Agreement, and Lessee shall receive no part of such award except that Lessee shall be entitled to any award made representing the value of the alterations, installations and improvements made by or for the account of and owned by Lessee on the leased premises, including, without limitation, fixtures, machinery or equipment installed and owned by Lessee on the leased premises as well as any damages to which Lessee may be entitled by law.

(g) Board shall not during the lease term of this lease change the permitted uses of the leased premises where such change would have an effective date prior to expiration of the lease term.

#### 26. FORCE MAJEURE

Each party shall be excused from performing any obligation or undertaking provided for in this lease agreement (except any obligation to pay any sum of money payable hereunder) for so long as such performance is prevented, delayed, retarded or hindered by act of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of labor unions, a taking, requisitions, laws or orders of government or civil or military or naval authorities or any other cause whether similar or dissimilar to the foregoing not within the control of the party prevented, delayed, retarded or hindered thereby, including reasonable delays for adjustment of insurance.

#### 27. SECURITY

Upon execution of this lease, Lessee shall in its sole discretion:

(a) Deposit with Board the sum of \$11,028.00; said deposit to be held by Board as security for the full and faithful performance of all the terms and conditions of this lease by Lessee. Lessee shall be entitled to return of said deposit within

thirty (30) days after Lessee has vacated the leased premises provided Lessee is not in default of the lease. The amount of deposit may be applied to cure the untimely payment of rent hereunder provided Lessee has not otherwise cured same during the cure periods provided. In the event Lessee has not yielded up the leased premises in substantially the same condition as at the beginning of the leased term, normal wear and tear excepted, Board shall be entitled to retain so much of the security deposit as necessary to restore or repair the leased premises to its condition at the beginning of the leased term, normal wear and tear excepted, and Lessee shall be entitled to return of the balance of said deposit; or,

(b) Furnish an irrevocable letter of credit for the term of this lease to Board in the amount of \$11,028.00. Demand shall not be made upon said letter of credit unless and until Lessee has not yielded up the premises in substantially the same condition as at the beginning of the lease term, normal wear and tear excepted, and then demand shall only be made in an amount necessary to restore or repair the leased premises to its condition as at the beginning of the leased term, normal wear and tear excepted. Demand upon the letter of credit may be made to cure the untimely payment of rent hereunder provided Lessee has not otherwise cured same during the cure periods provided.

In the event of forfeiture of the security deposit or demand is made upon the letter of credit due to Lessee's failure to fully and faithfully perform all of the terms and conditions of the lease, Board shall retain all of its other rights and remedies which it may have.

#### 28. JOINT VENTURE DENIED

Nothing in this Agreement shall be construed to create or constitute a partnership, joint venture or agency relationship between Lessee and Board, the existence of any such relationship being hereby expressly denied.

#### 29. NOTICE

Wherever, in these provisions of this Agreement, notice is required to be given by either party hereto, it shall not be construed to mean personal service, but it shall mean notice in writing, addressed to the party to receive such notice, sent by Registered or Certified United States Mail, as follows:

Lessee: Coastal Cargo Company, Inc.  
Post Office Box 53255  
New Orleans, Louisiana 70153  
Attention: Daniel L. Haeuser,  
Chief Executive Officer

Board: Board of Commissioners of the  
Port of New Orleans  
Post Office Box 60046  
New Orleans, Louisiana 70160  
Attention: J. Ron Brinson  
President and Chief Executive  
Officer

#### 30. LOUISIANA CONTRACT

This is a Louisiana contract and shall be governed, interpreted and enforced in accordance with the laws of the State of Louisiana.

31. HEADINGS

The lease heading and all section headings are for quick reference and convenience only and do not alter, amend, explain or otherwise affect the terms and conditions appearing in this Agreement.

32. CONSENTS

Any consents required to be obtained by Lessee from Board shall be acted upon promptly by Board and not later than thirty (30) days from Lessee's written request and all such consents requested of the Board shall not be unreasonably withheld. Any consent not refused by Board within said thirty (30)-day period shall be deemed granted.

33. FEDERAL MARITIME COMMISSION APPROVAL

(a) It is further agreed and understood by the parties hereto that this Agreement is subject to the approval of the Federal Maritime Commission. Upon execution of this Agreement, Board shall submit it to the Federal Maritime Commission (hereafter "FMC") for consideration and review pursuant to Section 15 of the Shipping Act of 1916, 46 U.S.C. app. 814, and Section 5 of the Shipping Act of 1984, 46 U.S.C. app. 1704(a). It is further stipulated and agreed that the terms and conditions of this Agreement shall not be effective between the parties unless and until this Agreement receives the approval of the FMC or the FMC indicates that this Agreement has become effective, either expressly or through the passage without objection of time afforded by the Shipping Act and/or the regulations adopted in furtherance thereof, for review thereof or of such shortened period of time as may be authorized by the FMC for effecting review.

(b) Notwithstanding the above, in the event the FMC does not expressly approve this Agreement within thirty (30) days from the date of its execution, Lessee shall have the option to terminate and cancel this Agreement and upon mailing to the Board written notice of Lessee's election to terminate or cancel the Agreement, Lessee shall be fully released and discharged from any liability arising out of this Agreement.

THUS DONE AND SIGNED in multiple originals, in the City of New Orleans, State of Louisiana, this 12 day of July, 1990, in the presence of the subscribing witnesses:

WITNESSES:

Elida Llano  
Kyle R. Hays  
Debra A. Battaglia  
Michael J. Javer

BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS

J. Ron Brinson  
J. RON BRINSON  
President and Chief Executive Officer

COASTAL CARGO COMPANY, INC.

Daniel L. Hauser  
DANIEL L. HAEUSER  
Chief Executive Officer

APPROVED:

Joseph M. Fritz

PORT COUNSEL  
47C-11A  
4827.3  
srb

ACKNOWLEDGEMENT

STATE OF LOUISIANA

PARISH OF ORLEANS

BE IT KNOWN, that on this 12 day of July, 1990, before me, personally came and appeared J. RON BRINSON, known to me to be the President and Chief Executive Officer of the Board of Commissioners of the Port of New Orleans, who acknowledged to me and the undersigned witnesses that he executed the above and foregoing Agreement for and on behalf of the Board of Commissioners of the Port of New Orleans for the uses and purposes therein set forth and pursuant to due authority of said Board.

IN WITNESS WHEREOF, said Appearer, the witnesses and I, Notary, have signed these presents on the day and date hereinabove set forth.

WITNESSES:

Elida Barra

J. Ron Brinson  
J. RON BRINSON

Kyle Hoge

Joseph W. Fritz, Jr.  
NOTARY PUBLIC  
JOSEPH W. FRITZ, JR.  
NOTARY PUBLIC  
Parish of Jefferson, State of Louisiana

My ACKNOWLEDGEMENT expires \_\_\_\_\_

STATE OF LOUISIANA

PARISH OF ORLEANS

BE IT KNOWN, that on this 12 day of July, 1990, before me personally came and appeared Daniel L. Haeuser, known to me to be the Chief Executive Officer of Coastal Cargo Company, Inc., who acknowledged to me and the undersigned witnesses that he executed the above and foregoing Agreement for and on behalf of Coastal Cargo Company, Inc., for the uses and purposes therein set forth and pursuant to due authority of the Board of Directors thereof.

IN WITNESS WHEREOF, said Appearer, the witnesses and I, Notary, have signed these presents on the day and date hereinabove set forth.

WITNESSES:

Debra A. Battaglia

Daniel L. Haeuser  
DANIEL L. HAEUSER

Michael J. ...

Ben ...  
NOTARY PUBLIC

47C-11A  
4827.3  
srb

RESOLUTION

BE IT RESOLVED that Daniel L. Haeuser, Chief Executive Officer of Coastal Cargo Company, Inc., be and he is hereby authorized to execute a lease between the Board of Commissioners of the Port of New Orleans, Lessor, and Coastal Cargo Company, Inc., Lessee, wherein Lessee leases property located at the Esplanade Street Wharf.

BE IT FURTHER RESOLVED that Daniel L. Haeuser, Chief Executive Officer of Coastal Cargo Company, Inc. is hereby authorized to execute said Lease which Lease shall contain such terms and conditions as he in his sole and absolute discretion shall determine proper.

BE IT FURTHER RESOLVED that Daniel L. Haeuser, Chief Executive Officer of said corporation, shall be authorized to execute any and all documents necessary to carry out fully the intent and purpose of this Resolution.

I, the undersigned Secretary of Coastal Cargo Company, Inc., hereby certify that the above Resolution was duly and legally adopted at a meeting of the Board of Directors of Coastal Cargo Company, Inc. held on June 29, 1990, at which a quorum of the Directors were present and voting and all Directors voted in favor of the above resolution and which Resolution has not been rescinded or revoked and is in full force and effect, as of this 29<sup>th</sup> day of June, 1990.

Rose H. Hunt  
SECRETARY

P-24-20  
/ggr

CERTIFICATION

I, N. BUCKNER BARKLEY, JR., Secretary of the Board of Commissioners of the Port of New Orleans, do hereby certify that the following is a true and correct copy of a Resolution adopted by the Board at a duly scheduled and convened meeting of the Board held at its offices in the City of New Orleans on the 28th day of June, 1990, at which a quorum was present and voted in favor of said resolution:

WHEREAS, the Board owns the Esplanade Avenue wharf located on the left descending bank of the Mississippi River at mile 94.3 AHP in the 3rd municipal district of the City of New Orleans; and

WHEREAS, Coastal Cargo, Inc. has requested to lease Sections one (1) through nine (9) Divisions A and B, ten (10) through fifteen (15) all divisions and sixteen (16) through (30) all divisions of Esplanade Avenue wharf for the purposes of loading or discharging cargo from vessels, stevedoring and related maritime purposes such as shall contribute to the domestic or foreign waterborne commerce of the Port of New Orleans; and

WHEREAS, Coastal Cargo, Inc., has demonstrated to the satisfaction of the Board staff that it has the financial capability to discharge the obligations of the proposed lease; and

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the Port of New Orleans that its President and Chief Executive Officer J. Ron Brinson or his designee, be, and he is, hereby authorized and empowered to execute for and on behalf of this Board a lease agreement with Coastal Cargo, Inc., whereby Sections one (1) through nine (9) Divisions A and B, ten (10) through fifteen (15) all divisions and sixteen (16) through (30) all divisions of Board's Esplanade Avenue wharf shall be leased to Coastal Cargo, Inc., for maintenance and operation solely as a maritime facility for the purposes of loading or discharging cargo to or from oceangoing vessels, barges, or other watercraft, warehousing cargo, goods and commodities, stevedoring, and related maritime purposes such as shall contribute to the domestic and foreign, waterborne commerce of the Port of New Orleans, which lease shall be for the annual rent of \$66,168.00 for a period of two years and on such other terms and conditions as the same J. Ron Brinson or his designee shall in his discretion deem to be in the best interest of the Board and not inconsistent with the intents and purposes of this resolution.

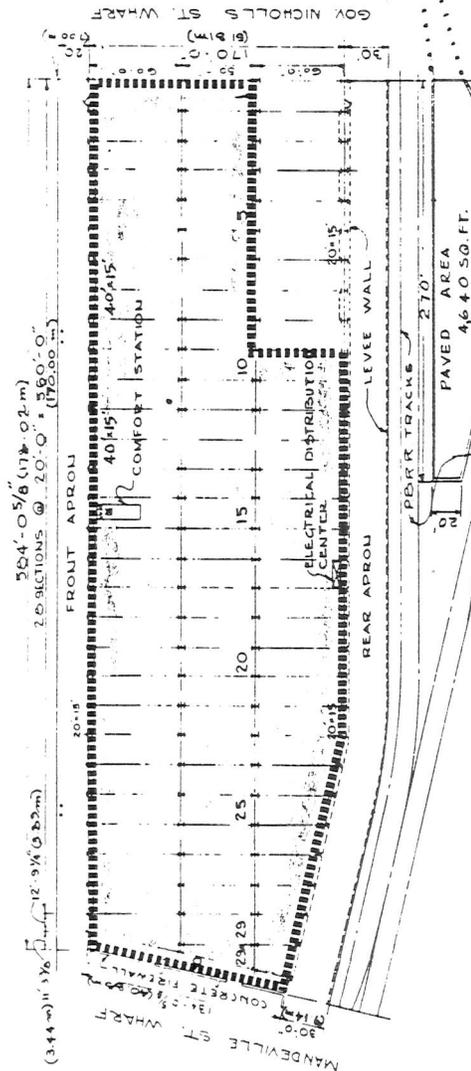
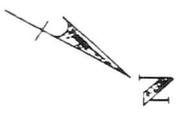
THUS DONE AND SIGNED by me under the seal of the Board of Commissioners of the Port of New Orleans, this 28th day of June, 1990.



N. BUCKNER BARKLEY, JR.  
SECRETARY

BOARD OF COMMISSIONERS OF THE  
PORT OF NEW ORLEANS

MISSISSIPPI RIVER



**ALLOWABLE LIVE LOADS**  
 FRONT APRON TO REAR APRON 350#/Y  
 UNIFORM LIVE LOAD OR 14 TONS SINGLE  
 AXLE LOAD  
 REAR APRON 1000#/Y UNIFORM LIVE  
 LOAD OR 16 TONS SINGLE AXLE OR  
 8 TONS TANDEM, 4' APART

**GENERAL NOTE**  
 DIMENSIONS OF WHARF TAKEN FROM C TO E OF COILS OR  
 E OF WHARF TO E OF WHARF TO E OF EACH APRON  
 AND/OR TOP OF BUMPS

- LEGEND**
- ▨ - AREA OF ASSIGNMENT
  - ▩ - TENANT PREMIUM AREA
  - ▭ - AREA OCCUPIED BY BOARD OR U.S. CUSTOMS
  - - APPROACHES, RAMP, AND ROADWAYS THAT ARE NOT IN TABULATED AREAS.
  - - 20'x12' STEEL BUILDING DOOR - UNLESS NOTED OTHERWISE
  - - WATCHMAN'S DOOR
  - .. - SHIP SERVICE
  - ⊞ - WATER METER
  - ⊞ - ELECTRICAL DISTRIBUTION CENTER
  - ⊞ - ELECTRICAL LIGHTING AND SERVICE OUTLET - SECTIONS THRU 30

**TABLE OF WHARF & SHED AREAS**

	NONE
FRONT APRON	88,231 S.F.
SHED	NONE
REAR APRON	88,231 S.F.
GROSS AREA AREA OCCUPIED BY BOARD AND U.S. CUSTOMS	NONE
NET AREA	88,231 S.F.
TENANT PREMIUM AREA	NONE

**REVISIONS**

BY	DATE	DESCRIPTION

**BOARD OF COMMISSIONERS**  
 PORT OF NEW ORLEANS, LOUISIANA  
 ESPLANADE AVE. WHARF  
 LEASE  
 COASTAL CARGO COMPANY  
 DATE: 7/15/00  
 DRAWN BY: A.C.C.  
 SCALE: 1" = 100'-0"  
 APPROVED: *J. Chausse*  
 GRAPHICS COORDINATOR  
**RE-1119**