



STATE OF LOUISIANA

PARISH OF CALCASIEU

: SUPPLEMENTAL AND AMENDING

: AGREEMENT FOR STEVEDORE

SERVICES

KNOW ALL MEN BY THESE PRESENTS THAT:

This Supplemental and Amending Agreement for Stevedore Services is made and entered into as of the 15th day of November, 1994, by and between the LAKE CHARLES HARBOR & TERMINAL DISTRICT, acting by and through Ulysses J. de St. Germain, Jr., Executive Director, duly authorized, hereinafter known as the "District"; and LAKE CHARLES STEVEDORES, INC., a Louisiana corporation, acting by and through its duly authorized representative, hereinafter known as the "Contractor".

W I T N E S S E T H :

THAT,

WHEREAS, by agreement dated June 15, 1992, the Contractor entered into an agreement to provide stevedoring services to the District (a copy of which is attached hereto as Exhibit "A") and which is hereinafter referred to as the "Agreement"; and

WHEREAS, under the terms of such Agreement, the Agreement has been extended annually since June 15, 1992; and

WHEREAS, the District and Contractor have mutually agreed to supplement and amend the Agreement for purposes of adding switching services of rail cars within the City Docks.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter stated, each party intending to be legally bound hereby, it is agreed as follows:

Section 1: The Agreement is hereby supplemented by amending the following paragraph:

"2.2 Contract Equipment; Maintenance, etc.: Contractor shall furnish all necessary equipment, materials and supplies required for all loading and unloading services and Contractor shall perform and furnish all labor and clerical work incidental to such loading and unloading services.

Contractor shall keep and maintain its equipment, materials or supplies in good working order and repair. Contractor shall take all necessary action to prevent oil leaks or other nuisances related to Contractor's equipment, materials or supplies from occurring. Contractor shall store its equipment, materials and supplies while not in use in areas designated by the District.

Contractor shall supply adequate switching services for the switching and spotting of rail cars within the City Docks. Contractor shall supply such locomotive service, personnel, materials, supplies or other equipment as may be adequate and necessary to efficiently and properly provide for the switching and spotting of rail cars to allow for the unloading of cargo from rail cars into the District's transit sheds. Contractor shall be compensated for such services in accordance with the provisions of the District's tariff."

Section 2: All of the terms and conditions of the Agreement are hereby ratified, renewed and confirmed and remain in effect.

THUS DONE AND SIGNED by the LAKE CHARLES HARBOR & TERMINAL DISTRICT, acting through its Executive Director, Ulysses J. de St. Germain, Jr., on this 16th day of November, 1994.

WITNESSES:

Benedetta A. Caville
Amie C. Sittig

LAKE CHARLES HARBOR & TERMINAL DISTRICT

BY: Ulysses J. de St. Germain, Jr.
Ulysses J. de St. Germain, Jr.,
Executive Director

THUS DONE AND SIGNED by LAKE CHARLES STEVEDORES, INC., acting through its duly authorized representative, on this 15th day of November, 1994.

WITNESSES:

Long W. Buren
David B. Pappas

LAKE CHARLES STEVEDORES, INC.

BY: James B. [Signature]