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STATE OF LOUISIANA : ADDENDUM NUMBER ONE TO SECOND  
: SUPPLEMENTAL & AMENDING  
: AGREEMENT FOR STEVEDORE  
  
PARISH OF CALCASIEU : SERVICES

THIS ADDENDUM NUMBER ONE TO SECOND SUPPLEMENTAL & AMENDING AGREEMENT FOR STEVEDORE SERVICES is made by and between the LAKE CHARLES HARBOR & TERMINAL DISTRICT, a political subdivision of the State of Louisiana, acting by and through its duly authorized Executive Director, Glenwood W. Wiseman, (hereinafter referred to as "District"), and LAKE CHARLES STEVEDORES, INC., a Louisiana corporation, acting by and through its duly authorized representative, (hereinafter referred to as "Contractor"):

W I T N E S S E T H :

WHEREAS, the parties hereto desire to amend that certain Second Supplemental & Amending Agreement for Stevedore Services dated February 1, 1998, attached hereto as Exhibit "A" in the following manner, to-wit:

BY AMENDING the following paragraph to read:

"3.1 Liquidated Damages: The parties recognize that, in order to adequately provide the automated loading and unloading services, Contractor is making a significant capital investment by providing transportation services from Galveston, Texas for certain equipment, hiring additional personnel and acquiring certain other mobile equipment. Consequently and conditioned upon Contractor providing a minimum of \$6,000,000 toward relocating costs and other capital improvements associated with the automated facility, Contractor and District agree that if District elects, without cause, to cancel this agreement as it relates to automated loading and unloading services, then liquidated damages, as set out below, shall be paid by the District to Contractor:

	<u>Liquidated Damage</u> <u>Amount</u>
a. Cancellation without cause prior to first 350,000 tons of bagged cargo being loaded through the automated facility	\$6,000,000
b. Cancellation without cause prior to first 700,000 tons of bagged cargo being loaded through the automated facility	\$5,560,000
c. Cancellation without cause prior to first 1,050,000 tons of bagged cargo being loaded through the automated facility	\$5,140,000
d. Cancellation without cause prior to first 1,400,000 tons of bagged cargo being loaded through the automated facility	\$4,720,000
e. Cancellation without cause prior to first 1,750,000 tons of bagged cargo being loaded through the automated facility	\$4,300,000
f. Cancellation without cause prior to first 2,100,000 tons of bagged cargo being loaded through the automated facility	\$3,880,000
g. Cancellation without cause prior to first 2,450,000 tons of bagged cargo being loaded through the automated facility	\$3,460,000
h. Cancellation without cause prior to first 2,800,000 tons of bagged cargo being loaded through the automated facility	\$3,040,000

i.	Cancellation without cause prior to first 3,150,000 tons of bagged cargo being loaded through the automated facility	\$2,620,000
j.	Cancellation without cause prior to first 3,500,000 tons of bagged cargo being loaded through the automated facility	\$2,200,000
k.	Cancellation without cause prior to first 3,850,000 tons of bagged cargo being loaded through the automated facility	\$1,780,000
l.	Cancellation without cause prior to first 4,200,000 tons of bagged cargo being loaded through the automated facility	\$1,360,000
m.	Cancellation without cause prior to first 4,550,000 tons of bagged cargo being loaded through the automated facility	\$ 940,000
n.	Cancellation without cause prior to first 4,900,000 tons of bagged cargo being loaded through the automated facility	\$ 520,000"

All other terms, conditions and agreements set forth in that agreement attached hereto and made a part hereof as Exhibit "A" shall be applicable to this addendum agreement and are hereby specifically adopted and made a part of this agreement.

IN WITNESS WHEREOF the District has executed this Addendum Number One to Second Supplemental & Amending Agreement for Stevedore Services at Lake Charles, Louisiana, on this 23<sup>rd</sup> day of FEBRUARY, 2000.

WITNESSES:

[Signature]  
Richard Cormier

LAKE CHARLES HARBOR & TERMINAL DISTRICT

by: [Signature]  
GLENWOOD W. WISEMAN,  
Executive Director

IN WITNESS WHEREOF Contractor has executed this Addendum Number One to Second Supplemental & Amending Agreement for Stevedore Services at Lake Charles, Louisiana, on this 23<sup>rd</sup> day of FEBRUARY, 2000.

WITNESSES:

[Signature]  
Richard Cormier

LAKE CHARLES STEVEDORES, INC.

by: [Signature]