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**INDIANA'S INTERNATIONAL PORT/BURNS HARBOR
GENERAL CARGO TERMINAL
OPERATING AGREEMENT
AMENDMENT NO. 1**

entered into between

INDIANA PORT COMMISSION
150 West Market Street - Suite 603
Indianapolis, Indiana 46204
(317) 232-9200



and

**INDIANA STEVEDORING AND
DISTRIBUTION CORPORATION**
6619 South Boundary Drive
Portage, IN 46368
(219) 787-9702

RECEIVED
JUN 05 2000
FEDERAL MARITIME COMMISSION

FMC Agreement No. 224-201004 - 001
Marine Terminal Operating Agreement
Agreement Effective: November 7, 1996
Current Expiration Date: December 31, 2008

Dated March 6, 2000





**INDIANA'S INTERNATIONAL PORT/BURNS HARBOR
GENERAL CARGO TERMINAL OPERATING AGREEMENT**

AMENDMENT NO. 1

This Amendment No. 1 to the Indiana's International Port/Burns Harbor General Cargo Terminal Operating Agreement ("Amendment No. 1") is entered into this 6th day of March, 2000, by and between the **INDIANA PORT COMMISSION**, a body corporate and politic existing under the laws of the State of Indiana, with its principal place of business at 150 W. Market Street - Suite 603, Indianapolis, IN 46204 (hereinafter referred to as "IPC" or the "Commission"), and **INDIANA STEVEDORING AND DISTRIBUTION CORPORATION**, a corporation organized and existing under the laws of the State of Indiana, with a place of business at 6619 South Boundary Drive, Portage, IN 46368 (hereinafter referred to as "ISD").

WHEREAS the Commission and ISD previously entered into an Agreement entitled the "Indiana's International Port/Burns Harbor General Cargo Terminal Operating Agreement" (the "Agreement"), which Agreement was duly filed with the Federal Maritime Commission ("FMC") and became effective on November 7, 1996, and which is presently in effect through December 31, 2008; and

WHEREAS ISD, acting through its authorized marine terminal subcontractor Federal Marine Terminals, Inc. ("FMT"), assumed responsibility for, and started performing, General Cargo marine terminal operations at Indiana's International Port/Burns Harbor (the "Port") on January 1, 1999, in accordance with Articles 2.1 and 4.2 of the Agreement; and

WHEREAS ISD requested that the Commission amend the Agreement to permit ISD to partially exercise its first right of refusal pursuant to Agreement Article 6.2 to add 2.14 acres of land at Parcel 15 to the General Cargo Facilities subject to the Agreement, upon part of which acreage the Commission has constructed a Truck Staging Area and Marine Terminal Entrance and for the siting of ISD's Traffic Building (see Agreement Article 7.8) on another portion of said acreage, and ISD proposed to reimburse certain costs of the construction of the Truck Staging Area and Marine Terminal Entrance over the remaining term of the Agreement; and



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WHEREAS ISD further requested that the Commission amend the Agreement to move the present north boundary of the assigned General Cargo Terminal Facilities 451.5 feet to the north from the south side of Joe Perez Drive and to add 2.54 acres adjacent to Berth 10 to the Agreement Facilities, and that the Commission build its committed new 60,000 sq. ft General Cargo Transit Shed (see Art. 7.6) on such site, in exchange for ISD's partial waiver of ISD's negotiation rights under Article 6.3 with respect to the area north of the subject 2.54 acres being developed for new Berth 9 on the West Harbor Arm to the North of Berth 10; and

WHEREAS the Commission, after careful consideration, determined that it is in the public interests of the Port, the Commission, and the State and citizens of Indiana, to grant ISD's requests and to add the requested areas to the Agreement Facilities, on the terms and conditions set forth below, so as to maintain the integrity and availability of the existing outside storage areas adjacent to the berthing areas in their current format and promote operating efficiencies, including by use of the new Truck Staging Area and Marine Terminal Entrance, which will reduce Port truck traffic congestion, and by constructing the New Transit Shed on an area contiguous to the existing Agreement operating areas, and thus enhance ISD's ability to meet the Port customers' needs and enable the Port to attract and retain new General Cargo customers and broaden the Port's General Cargo base in 2000 and beyond, all while preserving a public outside storage area which now will be sited adjacent to the new Berth 9 being constructed; and

WHEREAS the Commission and ISD therefore each desire to amend the Agreement to implement these changes and to make certain other changes in the Agreement to improve and enhance the workings thereof;

NOW THEREFORE, in consideration of their respective undertakings and covenants, the Commission and ISD hereby agree as follows:

1. **Amendment; Incorporation by Reference:** The Agreement is hereby amended as set forth below and in the attached Revised and new Original Agreement Pages, which are hereby incorporated herein by reference and which form an integral part of this Amendment No. 1 and are to be inserted into the Agreement in place of, and in addition to, any superseded pages. All capitalized terms used in this Amendment shall have the meaning assigned to them in the Agreement unless otherwise specifically indicated herein. Specifically, the Agreement introductory paragraph and Preamble are hereby revised, as set forth on the attached First Revised Pages 1 and 2, to reflect the fact and effect of this Amendment and ISD's new designated mailing address.



2. **Parcel 15 First Refusal Right Partial Exercise:** The Agreement is hereby amended, as set forth below, to permit ISD to partially exercise its right of first refusal under Article 6.2 to add 2.14 acres of land of former Parcel 15 (see Agreement Exhibit D) to the Agreement Facilities, and to retain ISD's right of first refusal with respect to the remaining balance of former Parcel 15 under the same terms and conditions set forth in original Article 6.2. ISD will compensate the Commission for the use of the additional 2.14 acres being added to the Agreement Facilities, by means of an additional use fee, separate from the committed Annual Fee (see Article 10.1), in the initial amount of \$12,037.50 due and payable to the Commission on March 31, 2000, and thereafter at an annual rate of \$7,500 (\$625/mo.) per acre, which rate shall remain constant throughout the remaining base term of the Agreement ending December 31, 2008 (see Article 2.1), but which rate shall be increased thereafter for each of the permitted five-year extension option periods (see Article 2.2) in accordance with a formula based upon the intervening percentage increases in the Producer Price Index, as set forth below in new Article 10.14. ISD will site its committed Traffic Building (see Article 7.8) on a portion of Parcel C. Specifically:

A. Article 6.1 of the Agreement, which prescribes the portions of the Port's General Cargo facilities which are subject to the Agreement, is hereby amended, as set forth below and on the attached Revised Page 13, to add the 2.14 acres described and depicted as "Parcel C" on the attached new Exhibit B-1, to the Agreement Facilities, by inserting a semi-colon in lieu of a period after the present second bullet on Original Page 13 and by inserting immediately thereafter a new bullet, identifying the 2.14 acres being added to the Agreement Facilities, as follows:

- "● Approximately 2.14 acres of improved land located adjacent to the East of the open storage area between Transit Sheds 1 and 2, which 2.14 acres are part of the area formerly described as Parcel 15 (see Exhibit C) and are specifically described and depicted on the attached new Exhibit B-1, and are hereinafter referred to, as "Parcel C," on part of which acreage the Commission has constructed a new Truck Staging Area and Marine Terminal Entrance (see Article 6.9 below); and"

B. Article 6.2 is amended as set forth below, and on the attached First Revised Page 13 and new Original Page 13A, to correct the inadvertent erroneous reference in the fourth line of the original text to "Exhibit D" to correctly read "Exhibit C," and to reflect ISD's authorized exercise of ISD's first refusal right with respect to the 2.14 acres being added to the Agreement Facilities as Parcel C, and to preserve and continue ISD's existing right of first refusal with respect to the balance of Parcel 15, which balance is described and depicted as "Parcel 15" on the new attached Exhibit B-1:



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which shall be payable in equal amounts of \$25,000 due on the 1st day of each month (the "Annual Fee")."

Article 10 is further amended, as set forth on the attached First Revised Page 24, to add the following new Article 10.11, which sets forth the amount which ISD will pay for the use of the 2.14 acres of Parcel C (which amount is separate from and does not include the amount which ISD is agreeing to pay to reimburse part of the construction costs of the Truck Staging Area and Marine Terminal Entrance per Paragraph 3.B below and new Art. 10.12), as follows:

"10.11 Parcel C Use Fee: In addition to the committed Annual Fee (see Article 10.1 above) and the other fees and charges set forth in this Article, ISD shall pay to the Commission, for the use of the 2.14 acres of land at Parcel C, an initial amount of \$12,037.50 which shall be due and payable to the Commission on March 31, 2000, and starting April 1, 2000 and on the first day of each month thereafter throughout the remaining term of this Agreement, ISD shall pay to the Commission a monthly use fee of \$625 per acre (an annual rate of \$7,500 per acre), or a total of \$1,337.50 per month for the 2.14 acres ($\$625 \times 2.14$), which rate shall remain constant throughout the remaining base term of the Agreement ending December 31, 2008 (see Article 2.1), but which rate shall be increased thereafter for each of the permitted five-year extension option periods in the event such extension options are exercised (see Article 2.2), in accordance with a formula based upon the intervening percentage increases in the Producer Price Index, as set forth in Article 10.14 below."

Article 10 is further amended, as set forth on the attached new Original Pages 24A and 24B, to add the following new Article 10.14, which sets forth the formula for the economic price adjustment of the land use fees applicable to the use of Parcels B and C in the event that ISD elects to exercise the first or both of the option extension periods provided in Article 2.2:

"10.14 Economic Price Adjustment Formula: The annual land use rates set forth in Articles 10.11 and 10.13 above shall be determined, for any option extension period (see Article 2.2), by application of the following formula:

The Producer Price Index, All Items (hereinafter referred to the "PPI" or "Index"), published by the Bureau of Labor Statistics ("BLS"), United States Department of Labor, which was last published as of July 1, 1999, shall be the "Base Index."



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Any increase or decrease in said Index from the Base Index to the Index last published preceding the first day of the extension option period for which the use rate is being determined shall be computed as a percentage, and such percentage shall be applied to the respective existing use rates then being paid by ISD as set forth in Articles 10.11 and 10.13 of the Agreement, and the respective new use rates to be paid by ISD during the respective extension option period shall be the prior rates increased or decreased by such percentage.

If, during the term of this Agreement, or any extension thereof, BLS shall discontinue publication of the PPI, or shall modify such Index without publishing or otherwise making available an appropriate method of adjusting said Index to the former Base Index, or shall otherwise change the method of computation in a manner which would make further use of such Index unfair or inconsistent with the intent of this provision, ISD and the Commission commit, in good faith, to agree upon a comparable substitute index or to make such adjustments as may be necessary or appropriate to carry out the intent of this provision.

The maximum increase in the use rate for each five-year adjustment period will be limited to 30% of the previous rate."

3. Truck Staging Area and Marine Terminal Entrance: The Agreement is hereby further amended, as set forth below, to set forth ISD's responsibilities with respect to the new Truck Staging Area and Marine Terminal Entrance which has been constructed by the Commission on part of the 2.14 acres of former Parcel 15 which are being added to the Agreement Facilities as Parcel C per Paragraph 2 above, including ISD's payments for the use thereof, which are intended to reimburse the Commission for \$142,000 of the costs of such construction over the remaining maximum term of the Agreement (including all extension options), plus interest on such amount.

A. Article 6 of the Agreement, relating to the "Availability and Use of Facilities," is hereby amended, as set forth below and on the attached First Revised Page 16, by adding the following new Article 6.9:



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"6.9 **Truck Staging Area and Marine Terminal Entrance:** The Commission has constructed a new Truck Staging Area and Marine Terminal Entrance on Parcel C. ISD has inspected such Truck Staging Area and Marine Terminal Entrance, and agrees to accept possession and responsibility for the operation and management of such Truck Staging Area and Marine Terminal Entrance, as is, as of the effective date of this Amendment. The Commission will retain title to and ownership of the Truck Staging Area and Marine Terminal Entrance. ISD shall be responsible for the maintenance and repair of the Truck Staging Area and Marine Terminal Entrance, including any necessary paving repair or replacement, throughout the term of this Agreement. ISD shall return the Truck Staging Area and Marine Terminal Entrance to the Commission, upon the expiration or earlier termination of this Agreement, in the same condition subject only to normal wear and tear."

B. Article 10 of the Agreement, pertaining to "Payment," is hereby amended, as set forth below and on the attached First Revised Page 24, to reflect the further additional payment, over and above the previously agreed Annual Fee (Article 10.1), which ISD shall make to the Commission for the use of the Truck Stage Area and Marine Terminal Entrance on Parcel C, by adding the following new Article 10.12:

"10.12 **Truck Staging Area and Marine Terminal Entrance Use Fee:** ISD shall pay to the Commission, for the use of the Truck Staging Area and Marine Terminal Entrance (see Article 6.9 above), the initial amount of \$10,410.03, which amount shall be due and payable to the Commission on March 31, 2000, and thereafter, starting April 1, 2000 and continuing on the first day of each month through the remaining portion of the maximum potential 20-year term of the Agreement ending December 31, 2018, at a rate of \$1,156.67 per month. [This amount has been calculated to amortize the sum of \$142,000 over a 234-month period ending December 31, 2018, at an annual interest rate of seven and one-half percent (7-1/2%).] In the event that ISD does not exercise either of the extension options (see Article 2.2 above), or in the event that the Agreement is earlier terminated for any reason, then ISD shall reimburse the Commission by paying the Commission, due on the Agreement termination date, the then unamortized balance of the \$142,000, plus any accrued interest. ISD shall have the right to prepay the then unamortized balance of the \$142,000, plus any accrued interest, at any time during the term of the Agreement, without any penalty, and, upon such payment, shall have no further payment obligation under this Article 10.12. The Commission will be



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solely responsible for the construction costs over and above the agreed \$142,000 reimbursement."

4. **Berth 10 Outside Storage Area:** The Agreement is hereby further amended, as set forth below, and in consideration of ISD's waiver of certain of its Negotiation Rights under Article 6.3 with respect to the area to the north of Berth 10 being developed for new Berth 9 (see Paragraph 5 below), to move the prior northern boundary of the General Cargo Facilities at the south side of Perez Drive to the north by a distance of 451.5 feet, and to add to the General Cargo Facilities subject to the Agreement an area comprising approximately 2.54 acres located to the north of the south side of Perez Drive and lying between the railroad track right-of-way on the East and the Berth 10 Berthing Apron to the West, as described and depicted as "Parcel B" on the attached new Exhibit B-1. The Commission will build the New Transit Shed (see Article 7.6) on this area, as set forth on the attached new Exhibit B-1, and deliver the same to ISD, ready for use, no later than April 1, 2000. ISD will compensate the Commission for the use of the additional 2.54 acres of Parcel B, by means of a payment, in addition to the committed Annual Fee (see Article 10.1) and other fees and charges under Article 10, payable monthly starting upon the Commission's delivery of the completed New Transit Shed, ready for use, at an annual rate of \$10,000 per acre, which rate shall remain constant throughout the base term of the Agreement ending December 31, 2008 (see Article 2.1), but which rate shall be increased thereafter for each of the permitted five-year extension option periods (see Article 2.2), in the event such options are exercised, in accordance with the same formula, based upon the intervening percentage increases in the Producer Price Index, being used in connection with the addition of Parcel C, per Paragraph 2 above. Specifically:

A. Article 6.1 of the Agreement, which prescribes the portions of the Port's General Cargo facilities which are subject to the Agreement, is hereby further amended, as set forth on the attached First Revised Page 13, by inserting, immediately after the new bullet added per Paragraph 2A above, the following further new bullet identifying the new Parcel B area being added to the Agreement Facilities per this Paragraph, as follows:

- "● Approximately 2.54 acres of improved, open storage area, located to the north of the south side of the Joe Perez Drive right-of-way access to Berth 10, and to the East of the Berthing Apron adjacent to Berth 10 and to the west of the railroad track rights-of-way indicated on Exhibit B and Exhibit B-1, which area is described and depicted as "Parcel B" on Exhibit B-1, and upon which area the Commission is constructing a new 200' x 300' Transit Shed as



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contemplated in Article 7.6 below, which New Transit Shed will be delivered to ISD, ready for use, no later than April 1, 2000."

B. Article 10 of the Agreement, pertaining to "Payment," is hereby further amended, by adding the new Article 10.13 set forth below and on the attached First Revised Page 24A and Original Page 24A, to reflect the additional payment, over and above the previously agreed Annual Fee, which ISD shall make for the use of the additional 2.54 acres of Parcel B being added to the Agreement Facilities, as follows:

"10.13 Parcel B Use Fee: In addition to the committed Annual Fee (see Article 10.1) and other fees and charges set forth in this Article, ISD shall pay to the Commission, for the use of the 2.54 acres of land at Parcel B, a monthly use fee of \$833.33 per acre (an annual rate of \$10,000 per acre), or a total of \$2,116.66 per month for the 2.54 acres (2.54 x \$833.33), which rate shall remain constant throughout the remaining base term of the Agreement ending December 31, 2008 (see Article 2.1), but which rate shall be increased thereafter for each of the permitted five-year extension option periods (see Article 2.2) in accordance with a formula based upon the intervening percentage increases in the Producer Price Index, as set forth below in Article 10.14 below. This use fee shall be payable monthly, in advance, starting upon the Commission's delivery of the completed transit shed, ready for use, prorated for the balance of such month, and thereafter as of the first of each month."

5. **Partial Waiver of ISD Negotiation Rights:** In recognition of the fact that the outside storage area adjacent to Berth 10 which is being added to the Agreement Facilities pursuant to Paragraph 4 above was previously reserved by the Commission for use as a public storage area, but that such area, by virtue of its contiguity to the existing Agreement Facilities is more convenient and suitable for the siting of the New Transit Shed than the area to the north of Berth 10 where the new Berth 9 is being constructed and which the Commission intends to use as a public dock area, and, as a necessary inducement to persuade the Commission to add the outside storage area adjacent to Berth 10 to the Agreement, ISD hereby waives its Negotiation Rights under original Article 6.3 with respect to the area north of Berth 10 being developed in conjunction with the construction of new Berth 9, so long as Berth 9 is used as a public dock in accordance with the Port Tariff, and Article 6.3 is hereby amended to read as set forth below and on the attached new Original Page 13A and First Revised Page 14:



"**6.3 Negotiation Rights:** In the event that the Commission determines (i) to use Berth 9 and the adjacent outside storage areas for other than public use, (ii) to proceed with the development of any portion of the area on the West Harbor Arm to the North of Berth 9 and the adjacent outside storage areas, and to the West of the present Cargill facilities, including the construction of any additional berths, Berthing Apron, or outside storage areas in such area, or (iii) that the then existing Transit Sheds capacity is inadequate for the then existing and reasonably foreseen General Cargo traffic at the Port, and determines to build or consider authorizing the construction of additional General Cargo transit sheds, then, in any of such events, and conditioned upon ISD's performance being in full compliance with the terms of this Agreement at such time, ISD shall have the first right to negotiate with the Commission to operate such additional facilities on mutually acceptable terms, and the Commission shall negotiate with ISD in good faith to reach mutually acceptable terms for such operation, provided that nothing herein shall operate to prevent the Commission from being able, and the Commission shall be free, without giving ISD any rights of negotiations, to negotiate and enter into a separate operating agreement for any such additional facilities with any other company which commits to bring sufficient new cargoes to the Port to support and justify any proposed operations in such facilities. In the event that, after good faith negotiations, the Commission and ISD are unable to reach a mutually acceptable agreement with respect to the operation of any such additional facilities, the Commission shall be free to negotiate with any other entity for the operation of such facilities on terms no more favorable to such other entity than either (a) what the Commission was willing to extend to ISD, or (b) what the Commission was last offered by ISD."

6. **ISD Address Change:** Article 29.1 is hereby amended, as set forth on the attached First Revised Page 44, by substituting the name of IPC's new Executive Director in the Commission's mailing address, and by changing ISD's designated mailing address to "6619 South Boundary Drive, Portage, IN 46368" and updating Ted Winter's title.

7. **Non-Collusion Affidavits:** Article 33 is amended as set forth on the attached First Revised Page 46 to reflect the addition of new Non-Collusion Affidavits executed incident to the execution of this Amendment, each executed by a respective duly authorized officer on behalf of each of ISD, Fednav and ADS, copies of which Affidavits are appended hereto and identified as Exhibit G-1.



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8. **Execution/Approval Pages:** Original Pages 47 and 48 are hereby revised and replaced by the attached new First Revised Pages 47 and 48, to incorporate the new Agreement Pages and Exhibits and reflect the entirety of the Agreement as amended by Amendment No. 1, and to update the Agreement signatories and approvals per Amendment No. 1.

9. **Agreement Continuity:** Other than as set forth above and in the Revised and new Original Agreement Pages attached hereto, the Agreement is reaffirmed and continued in its entirety as modified.

10. **Condition Precedent:** ISD affirms that both of its principals, Fednav Limited ("Fednav") and Alternative Distribution Systems, Inc. ("ADS"), are fully informed as to and support this Amendment, and, as a condition precedent to this Amendment becoming effective, ISD will obtain their respective written acknowledgments (1) that execution of the Amendment will not in any way impair the respective obligations and undertakings of Fednav and ADS under the "Joint and Several Guaranty Agreement" executed by each of them with the Commission as of October 28, 1996, and (2) that the respective obligations and undertakings of Fednav and ADS under the foregoing "Joint and Several Guaranty Agreement" shall continue in full force and effect with respect to the Agreement as amended by this Amendment No. 1.

11. **Effectivity:** This Amendment, and the attached Revised and new Original Agreement Pages, shall have no force and effect until approved by the Office of the Attorney General and the Governor of the State of Indiana, and shall not become effective or be implemented until filed with the Federal Maritime Commission in Washington, D.C.

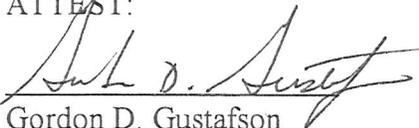


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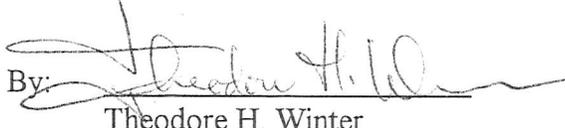
IN WITNESS WHEREOF, the parties hereto have executed this Amendment, consisting of 13 pages, including the following approval page, plus 17 attached Revised and new Original Agreement Pages to be inserted into the Agreement and new Exhibit B-1, consisting on one (1) page, and Exhibit G-1, consisting of three (3) pages, each of which pages has been initialed or signed by both parties acting through their respective duly authorized representatives, as of the date first set forth above.

INDIANA STEVEDORING AND
DISTRIBUTION CORPORATION

ATTEST:


Gordon D. Gustafson

Corporate Secretary

By: 

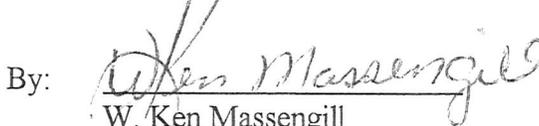
Theodore H. Winter
President

INDIANA PORT COMMISSION

ATTEST:



Marvin Ferguson H.C. "Bud" Farmer
Vice-Chairman Commissioner

By: 

W. Ken Massengill
Chairman





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The foregoing Amendment No. 1 is
approved as to form and legality,
this 30 day of March, 2000.

Karen Hsu, Deputy
For ~~Jeff Modisett~~ Karen M. Freeman-Wilson
Attorney General of Indiana

APPROVED:

This 3 day of May, 2000.

Frank O'Bannon
The Honorable Frank O'Bannon
Governor of the State of Indiana



**INDIANA'S INTERNATIONAL PORT/BURNS HARBOR
GENERAL CARGO TERMINAL OPERATING AGREEMENT**

THIS GENERAL CARGO TERMINAL OPERATING AGREEMENT ("Agreement") was originally made and entered into as of the 28th day of October, 1996, and has been amended as of the 6th day of March, 2000, by and between the **INDIANA PORT COMMISSION**, a body corporate and politic existing under the laws of the State of Indiana, with its principal place of business at 150 W. Market Street, Suite 603, Indianapolis, IN 46204 (hereinafter referred to as "IPC" or the "Commission"), and **INDIANA STEVEDORING AND DISTRIBUTION CORPORATION**, a corporation organized and existing under the laws of the State of Indiana, with a place of business at 6619 South Boundary Drive, Portage, IN 46368 (hereinafter referred to as "ISD"), each of said parties acting by and through its respective duly authorized officers.

PREAMBLE

WHEREAS the Commission is charged with the management and operation of the Ports of Indiana, including Indiana's International Port/Burns Harbor, located in Portage, Indiana (the "Port"); and

WHEREAS General Cargo operations generally have been conducted at the West Harbor Arm of the Port, while Bulk Cargo operations generally have been restricted to the East Harbor Arm, subject to the direction and authorization of the Port Director;

WHEREAS the Commission desires to enter into an agreement with a responsible, experienced company as an independent contractor to operate the Port's General Cargo terminal facilities described in this Agreement, and to provide a full scope of General Cargo terminal and stevedoring services at the Port on a cost-effective basis, both commencing as of January 1, 1999, so as to attract and retain potential users of the Port, and enhance the Port's status as the preeminent General Cargo port in the southern Lake Michigan marketplace; and

WHEREAS the Commission issued an "Invitation for Proposals" (the "IFP" or the "Solicitation") soliciting competitive proposals to provide such services, and to build and operate a metals warehouse and distribution facility; and



WHEREAS ISD's principals, Fednav Limited ("Fednav") and Alternative Distribution Systems, Inc. ("ADS"), submitted a joint proposal for ISD, acting through a subcontract to Federal Marine Terminals, Inc. ("FMT"), an indirectly wholly-owned subsidiary of Fednav, to perform the subject services, and, acting through a separate subcontract to Roll & Hold Warehousing & Distribution Corp., a wholly-owned subsidiary of ADS ("Roll & Hold"), to build and operate a metals warehouse and distribution facility (the "MWDF"), and each agreed to jointly and severally guarantee the performance of ISD, FMT, and Roll & Hold"); and

WHEREAS the Commission selected the proposal submitted by ISD's principals ("ISD's Proposal") as offering the best value to the Commission, and desires to enter into this Agreement for General Cargo terminal and stevedoring services, and a separate "Lease and Metals Warehouse Development and Operating Agreement" (the "MWDF Agreement"), with ISD, as well as a "Joint and Several Guaranty Agreement" with ISD's principals under which each of such principals jointly and severally guarantees ISD's performance under this Agreement and the MWDF Agreement (the "Joint and Several Guaranty Agreement"); and

WHEREAS ISD desires, through the proposed subcontract to FMT, to perform General Cargo terminal and stevedoring services for the Commission on the bases set forth in the Solicitation and in ISD's Proposal, and to enter into this Agreement and the separate MWDF Agreement; and

WHEREAS the Commission and ISD have agreed to amend this Agreement as set forth in Amendment No. 1 and on the following Revised and new Original Pages which are hereby made a part of, and are to be inserted into, the Agreement, subject to the express understanding and agreement that no obligations imposed under the Agreement shall apply to the new facilities being added to the Agreement premises until the effective date of Amendment No. 1;

NOW THEREFORE, in consideration of the foregoing premises, the mutual undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Commission and ISD hereby agree as follows:

ARTICLE 1. PURPOSE.

The Commission hereby retains the services of ISD, as an independent contractor, and acting through the proposed subcontract to FMT, to operate the portion of the Port's General



used by ISD, at its election, for its proposed Maintenance Building per Paragraph 7.7 below;

- Approximately 9.4 acres of improved, open storage area, located to the south of the roadway right-of-way access to Berth 10, to the east of the Berthing Apron adjacent to Berths 11, 12, and 13, and to the west and north of the railroad track rights-of-way indicated on Exhibit B (which area, together with any additional open storage areas which hereafter may be added to the scope of this Agreement, is referred to as the "Outside Storage Areas");
- Approximately 2.14 acres of improved land located adjacent to the East of the open storage area between Transit Sheds 1 and 2, which 2.14 acres are part of the area formerly described as Parcel 15 (see Exhibit C) and are specifically described and depicted on the attached new Exhibit B-1, and are hereinafter referred to, as "Parcel C," on part of which acreage the Commission has constructed a new Truck Staging Area and Marine Terminal Entrance (see Article 6.9 below); and
- Approximately 2.54 acres of improved, open storage area, located to the north of the south side of the Joe Perez Drive right-of-way access to Berth 10, and to the East of the Berthing Apron adjacent to Berth 10 and to the west of the railroad track rights-of-way indicated on Exhibit B and Exhibit B-1, which area is described and depicted as "Parcel B" on Exhibit B-1, and upon which area the Commission is constructing a new 200' x 300' Transit Shed as contemplated in Article 7.6 below, which New Transit Shed will be delivered to ISD, ready for use, no later than April 1, 2000.

These facilities, including any additional improvements thereto or thereon pursuant to this Agreement, and any additional areas which hereafter are included within the scope of this Agreement, are hereinafter collectively referred to as the "Facilities" and are illustrated (exclusive of said additional improvements and any future additions) in the attached Exhibit B and Exhibit B-1 which are hereby made a part of this Agreement. The Commission shall retain title to, and the right to enter, the Facilities at all times, and no vested interest in the Facilities is intended to be created in or transferred to ISD or FMT under or by virtue of this Agreement.

6.2 Parcel 15: The Commission is the owner of a 6.646 acre parcel, denominated "Parcel 15," which is located adjacent to the East of the open storage area between Transit Sheds



1 and 2, and which is more fully described and depicted in the attached Exhibit C, which the IFP notified offerors could be made available for development and use as part of the Facilities under appropriate circumstances, terms and conditions, and approximately 2.14 acres of which has been added to the Agreement Facilities under Amendment No. 1 to this Agreement, and the balance of which (which is depicted and described as "Parcel 15" on the attached Exhibit B-1) is undeveloped and still available. ISD is hereby granted a right of first refusal, valid for a period of five (5) years from January 1, 1999, to add the remaining portions of Parcel 15 to the Facilities covered by this Agreement, subject to ISD establishing a need for such area to meet then current and reasonably envisioned cargo needs and requirements, and further subject to ISD's submission of a coherent and complete investment and development plan, in which ISD makes a financial commitment for the development and use of such area, which is acceptable to the Commission, the Commission's determination that such constitutes the best use of the remaining available part of Parcel 15, and other mutually acceptable terms and conditions. In the event that the Commission receives an alternate proposal for the development of any or all of the remaining available area of Parcel 15 during this right of first refusal period, the Commission shall so notify ISD, and ISD shall have thirty (30) days within which to notify the Commission of ISD's desire to exercise its first refusal right and to submit its development and use proposal for the Commission's consideration as set forth above.

6.3 Negotiation Rights: In the event that the Commission determines (i) to use Berth 9 and the adjacent outside storage areas for other than public use, (ii) to proceed with the development of any portion of the area on the West Harbor Arm to the North of Berth 9 and the adjacent outside storage areas, and to the West of the present Cargill facilities, including the construction of any additional berths, Berthing Apron, or outside storage areas in such area, or (iii) that the then existing Transit Sheds capacity is inadequate for the then existing and reasonably foreseen General Cargo traffic at the Port, and determines to build or consider authorizing the

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construction of additional General Cargo transit sheds, then, in any of such events, and conditioned upon ISD's performance being in full compliance with the terms of this Agreement at such time, ISD shall have the first right to negotiate with the Commission to operate such additional facilities on mutually acceptable terms, and the Commission shall negotiate with ISD in good faith to reach mutually acceptable terms for such operation, provided that nothing herein shall operate to prevent the Commission from being able, and the Commission shall be free, without giving ISD any rights of negotiations, to negotiate and enter into a separate operating agreement for any such additional facilities with any other company which commits to bring sufficient new cargoes to the Port to support and justify any proposed operations in such facilities. In the event that, after good faith negotiations, the Commission and ISD are unable to reach a mutually acceptable agreement with respect to the operation of any such additional facilities, the Commission shall be free to negotiate with any other entity for the operation of such facilities on terms no more favorable to such other entity than either (a) what the Commission was willing to extend to ISD, or (b) what the Commission was last offered by ISD.

6.4 Exclusive Use of the Facilities: ISD shall have the exclusive use of the Facilities, including the Transit Sheds and the Outside Storage Areas, subject to the indicated roadway rights-of-way providing access to the Berths and Berthing Apron adjacent to the west of the Facilities.

6.5 Preferential Berthing Rights: ISD shall have the first right of preference to use, subject to assignment by the Port Director upon application as provided in the Port Tariff, public Berths 11, 12, and 13, each measuring approximately 650' in length, and the Berthing Apron adjacent to such Berths (subject to any overlap at Berth 13 which may be necessitated by any authorized Roll-On/Roll-Off (RO-RO) vessel loading or unloading at Berth 14), located to the west of the Facilities (but not including any preferential right with respect to the use of public Berth 10 or its adjacent Berthing Apron, although ISD may request, and be considered for, the assignment of such Berth should circumstances so warrant (e.g., in the event that ISD requires the heavy lift capability of Berth 10, or Berths 11, 12, and 13 are otherwise in use), in which case ISD's application for such usage shall be considered on the same basis as would be the application of any other regular applicant to use such Berth). This first right of preference means that ISD, in effect, will have a first right of use as to the subject Berths 11, 12, and 13, and the adjacent Berthing Apron, and will be preferred in the assignment of each of such Berths until the point in time at which any of such Berths is assigned to another entity for a period as to which such Berth had not previously been requested by ISD. However, this first right of preference does not give ISD any exclusive rights as to any of such Berths, or the right to preclude the use of such Berths by



maintenance thereof, except for and subject to the Commission timely accomplishing the agreed repairs. ISD and Port Management shall document the making of the designated repairs, and the condition of the affected portions of the Facilities upon the completion of such repairs, and the condition of the Facilities as documented upon turnover and as improved by such repairs when completed shall be deemed "the Baseline Condition of the Facilities." **ISD HEREBY ACKNOWLEDGES THAT THE COMMISSION HAS MADE NO REPRESENTATIONS CONCERNING THE CONDITION OF THE FACILITIES OR THEIR SUITABILITY FOR ANY USE OR PURPOSE WHATSOEVER.**

6.8 Condition of Facilities Upon Termination: ISD shall vacate the Facilities promptly upon the expiration or earlier termination of this Agreement, and shall leave the same in good order (i.e., neat and cleared of all ISD/FMT personal property and trash), and in a state of repair and operating condition no less favorable than the Baseline Condition of the Facilities, subject to reasonable wear and tear and loss by casualty. The environmental condition of the Property under Transit Sheds 1 and 2, the Outside Storage Areas, and the ground water thereunder, at the time of such expiration or earlier termination, shall be determined by carrying out Phase I and Phase II environmental assessments thereof substantially in accordance with the terms and conditions of the Initial Environmental Study (the "Final Environmental Study"), which shall be carried out immediately before, or promptly after, the expiration or earlier termination of this Agreement. The costs of the Final Environmental Study shall be borne equally by the Commission and ISD.

6.9 Truck Staging Area and Marine Terminal Entrance: The Commission has constructed a new Truck Staging Area and Marine Terminal Entrance on Parcel C. ISD has inspected such Truck Staging Area and Marine Terminal Entrance, and agrees to accept possession and responsibility for the operation and management of such Truck Staging Area and Marine Terminal Entrance, as is, as of the effective date of this Amendment. The Commission will retain title to and ownership of the Truck Staging Area and Marine Terminal Entrance. ISD shall be responsible for the maintenance and repair of the Truck Staging Area and Marine Terminal Entrance, including any necessary paving repair or replacement, throughout the term of this Agreement. ISD shall return the Truck Staging Area and Marine Terminal Entrance to the Commission, upon the expiration or earlier termination of this Agreement, in the same condition subject only to normal wear and tear.

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ARTICLE 10. PAYMENT.

10.1 Annual Fee: ISD shall pay to the Commission, starting January 1, 1999 and continuing thereafter throughout the remaining term of this Agreement, for use of the Facilities other than the areas added to the Agreement as Parcels B and C, and the new Truck Staging Area and Marine Terminal Entrance constructed on Parcel C (see Articles 10.11, 10.12 & 10.13 below), a fixed annual fee of \$300,000, which shall be payable in equal amounts of \$25,000 due on the 1st day of each month (the "Annual Fee").

10.2 Volume Sharing Fee: In addition, ISD shall pay to the Commission a volume sharing fee ("Volume Sharing Fee") for each ton of General Cargo handled by ISD across the docks at the Port over and above 300,000 Tons per year, which Fee shall be in addition to and separate from the standard wharfage fees assessed in accordance with the Port Tariff. This Volume Sharing Fee shall be in the amount of \$0.20 per Ton for each Ton over 300,000 Tons up to 500,000 Tons, \$0.25 per Ton for each Ton over 500,000 Tons up to 1,000,000 Tons, and \$0.40 per Ton for each Ton over 1,000,000 Tons.

10.3 Port Tariff Charges: In addition, ISD shall collect and pay to the Commission all charges applicable to vessels/barges served by ISD, including wharfage, dockage, and water connection fees, in accordance with the Port Tariff in effect when the services are rendered. All collections are the responsibility of ISD, and the payments due to the Commission under the Port Tariff are payable to the Commission by ISD regardless as to whether payment therefor has been received by ISD.

10.4 Guaranteed Minimum Wharfage: ISD guarantees minimum annual wharfage payments to the Commission, in accordance with the Port Tariff, equivalent to 300,000 Tons per annum, starting January 1, 1999 and continuing thereafter for the remaining term of this Agreement (the "Minimum Wharfage Guarantee"). Any shortfall between this minimum and the actual tonnage handled by ISD shall be calculated and payable at the conclusion of each year. No tonnage handled by ISD for the account of Port tenants or users which have agreements with the Commission containing minimum wharfage guarantees shall be counted towards the fulfillment of ISD's Minimum Wharfage Guarantee, except that all tonnage carried by FALLINE on liner terms and discharged at the Port shall be counted even if said tonnage is designated to a Port tenant, and further except that any cargo handled for the MWDF over and above ISD's separate minimum wharfage guarantee set forth in the MWDF Agreement shall be counted. All new tonnage handled by ISD which is subject to the New General Cargo Tonnage guarantee set forth in Article 7.6 above, other than tenant cargoes excluded under this paragraph, may be counted towards fulfillment of the Minimum Wharfage Guarantee. In the event of the termination of this Agreement in the middle of any calendar year, the Guaranteed Minimum Wharfage obligation for such year shall be prorated to the termination date.



10.10 Adjustments: ISD shall pay any discrepancy found to be due to the Commission as the result of any inspection or audit within fifteen (15) days after ISD's receipt of notice of such discrepancy. In the event any discrepancy is found to be due to ISD as the result of any inspection or audit, or otherwise, the Commission shall credit such amount to ISD on the Commission's next subsequent billing to ISD in connection with this Agreement.

10.11 Parcel C Use Fee: In addition to the committed Annual Fee (see Article 10.1 above) and the other fees and charges set forth in this Article, ISD shall pay to the Commission, for the use of the 2.14 acres of land at Parcel C, an initial amount of \$12,037.50 which shall be due and payable to the Commission on March 31, 2000, and starting April 1, 2000 and on the first day of each month thereafter throughout the remaining term of this Agreement, ISD shall pay to the Commission a monthly use fee of \$625 per acre (an annual rate of \$7,500 per acre), or a total of \$1,337.50 per month for the 2.14 acres (\$625 x 2.14), which rate shall remain constant throughout the remaining base term of the Agreement ending December 31, 2008 (see Article 2.1), but which rate shall be increased thereafter for each of the permitted five-year extension option periods in the event such extension options are exercised (see Article 2.2), in accordance with a formula based upon the intervening percentage increases in the Producer Price Index, as set forth in Article 10.14 below.

10.12 Truck Staging Area and Marine Terminal Entrance Use Fee: ISD shall pay to the Commission, for the use of the Truck Staging Area and Marine Terminal Entrance (see Article 6.9 above), the initial amount of \$10,410.03, which amount shall be due and payable to the Commission on March 31, 2000, and thereafter, starting April 1, 2000 and continuing on the first day of each month through the remaining portion of the maximum potential 20-year term of the Agreement ending December 31, 2018, at a rate of \$1,156.67 per month. [This amount has been calculated to amortize the sum of \$142,000 over a 234-month period ending December 31, 2018, at an annual interest rate of seven and one-half percent (7-1/2%).] In the event that ISD does not exercise either of the extension options (see Article 2.2 above), or in the event that the Agreement is earlier terminated for any reason, then ISD shall reimburse the Commission by paying the Commission, due on the Agreement termination date, the then unamortized balance of the \$142,000, plus any accrued interest. ISD shall have the right to prepay the then unamortized balance of the \$142,000, plus any accrued interest, at any time during the term of the Agreement, without any penalty, and, upon such payment, shall have no further payment obligation under this Article 10.12. The Commission will be solely responsible for the construction costs over and above the agreed \$142,000 reimbursement.



10.13 Parcel B Use Fee: In addition to the committed Annual Fee (see Article 10.1) and other fees and charges set forth in this Article, ISD shall pay to the Commission, for the use of the 2.54 acres of land at Parcel B, a monthly use fee of \$833.33 per acre (an annual rate of \$10,000 per acre), or a total of \$2,116.66 per month for the 2.54 acres (2.54 x \$833.33), which rate shall remain constant throughout the remaining base term of the Agreement ending December 31, 2008 (see Article 2.1), but which rate shall be increased thereafter for each of the permitted five-year extension option periods (see Article 2.2) in accordance with a formula based upon the intervening percentage increases in the Producer Price Index, as set forth below in Article 10.14 below. This use fee shall be payable monthly, in advance, starting upon the Commission's delivery of the completed transit shed, ready for use, prorated for the balance of such month, and thereafter as of the first of each month.

10.14 Economic Price Adjustment Formula: The annual land use rates set forth in Articles 10.11 and 10.13 above shall be determined, for any option extension period (see Article 2.2), by application of the following formula:

The Producer Price Index, All Items (hereinafter referred to the "PPI" or "Index"), published by the Bureau of Labor Statistics ("BLS"), United States Department of Labor, which was last published as of July 1, 1999, shall be the "Base Index."

Any increase or decrease in said Index from the Base Index to the Index last published preceding the first day of the extension option period for which the use rate is being determined shall be computed as a percentage, and such percentage shall be applied to the respective existing use rates then being paid by ISD as set forth in Articles 10.11 and 10.13 of the Agreement, and the respective new use rates to be paid by ISD during the respective extension option period shall be the prior rates increased or decreased by such percentage.

If, during the term of this Agreement, or any extension thereof, BLS shall discontinue publication of the PPI, or shall modify such Index without publishing or otherwise making available an appropriate method of adjusting said Index to the former Base Index, or shall otherwise change the method of computation in a manner



which would make further use of such Index unfair or inconsistent with the intent of this provision, ISD and the Commission commit, in good faith, to agree upon a comparable substitute index or to make such adjustments as may be necessary or appropriate to carry out the intent of this provision.

The maximum increase in the use rate for each five-year adjustment period will be limited to 30% of the previous rate.

ARTICLE 11. UTILITIES.

ISD agrees to pay all charges for sewer, water, gas, electricity, telephone, and all other utility services furnished to the Facilities during the term of this Agreement commencing January 1, 1999, including any and all tap-in fees, and all costs and expenses incurred in extending any utility service to the Facilities from the point provided by the Commission or the utility company, and ISD further agrees to indemnify and hold the Commission harmless from any and all liability resulting from any non-payment for any such services.

ARTICLE 12. TAXES.

ISD shall be responsible for, and shall pay and discharge when due, any and all federal, state, and local taxes which may accrue to, or be assessed against, ISD's operations and the operation of the Facilities commencing January 1, 1999, including, without limitation, any local property tax which may be asserted on any improvements to the Facilities made by ISD. Nothing contained herein shall be construed as limiting or otherwise preventing ISD from contesting or otherwise challenging such taxes for or on any account or reason in a proper forum and manner as prescribed by applicable law.

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requested, postage prepaid, or recognized overnight courier service, or receipted delivery by hand, addressed to the respective party as follows:

If to the Commission:

Indiana Port Commission
150 West Market Street - Suite 603
Indianapolis, IN 46204

Attention: Don Miller
Executive Director

with a copy to:

E. Peter McCarthy, Port Director
Indiana's International Port/Burns Harbor
6600 U.S. Highway 12
Portage, Indiana 46368

If to ISD:

Indiana Stevedoring and Distribution Corp.
6619 South Boundary Drive
Portage, Indiana 46368

Attention: Ted H. Winter
President

with a copy to:

Georges H. Robichon
Sr. Vice-President & General Counsel
Fednav Limited
1000 de la Gauchetière Ouest, Suite 3500
Montreal, Quebec
Canada H3B 4W5

Either party may designate any further or different addresses or recipients to which subsequent notices shall be sent by like notice duly delivered in accordance with this Article.



therein shall in no way be held to expand, amplify, modify, or aid in the interpretation or construction of this Agreement.

30.6 Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ARTICLE 31. ENTIRE AGREEMENT.

This Agreement expresses the complete and final understandings of the parties with respect to the subject of the Agreement, and supersedes and cancels all previous understandings or agreements, whether written or oral, between the Commission and ISD with respect thereto.

ARTICLE 32. CHANGES.

This Agreement may not be changed except by a written modification mutually agreed to and executed by the respective duly authorized representatives of the parties, approved by the Office of the Attorney General and the Governor of the State of Indiana, and, if required, or otherwise deemed advisable by the parties, filed with the FMC.

ARTICLE 33. NON-COLLUSION AFFIDAVIT.

ISD hereby confirms and acknowledges that, incident to the execution of each of the original Agreement and Amendment No. 1, ISD has delivered to the Commission three Non-Collusion Affidavits, each executed by a duly authorized officer on behalf of ISD, Fednav, and ADS respectively, copies of which Affidavits are attached as Exhibit G and Exhibit G -1 to this Agreement, and which Affidavits are hereby made a part of the Agreement.

ARTICLE 34. APPROVAL REQUIRED.

This Agreement shall have no force and effect until approved by the Office of the Attorney General and by the Governor of the State of Indiana, and shall not be implemented until filed with the Federal Maritime Commission pursuant to Section 5 of the Shipping Act of 1984, 46 U.S.C. App. § 1704, and the implementing regulations at 46 C.F.R. § 560.402(b).



IN WITNESS WHEREOF, the parties hereto have executed this Agreement, consisting of a total of 53 pages, including the following approval page and five (5) new original, alphabetically labeled continuation pages, but not including the Cover Page and Table of Contents, plus attached Exhibits A (1 page), B (1 page), (B-1) (1 page), C (1 page), D (1 page), E (3 pages), F (6 pages), G (3 pages), and G-1 (3 pages), each page of which has been initialed or signed by both parties through their duly authorized representatives, as of the date first set forth above.

**INDIANA STEVEDORING AND
DISTRIBUTION CORPORATION**

ATTEST:

Gordon D. Gustafson
Corporate Secretary

By:

Theodore H. Winter
President

INDIANA PORT COMMISSION

ATTEST:

~~Marvin Ferguson~~ H.C. "Bud" Farmer
~~Vice-Chairman~~ Commissioner

By:

W. Ken Massengill
Chairman



Agreement No. 224-201004-001
INDIANA'S INTERNATIONAL PORT/BURNS HARBOR
GENERAL CARGO TERMINAL OPERATING AGREEMENT
First Revised Page 48

The foregoing Agreement as amended
is approved as to form and legality,
this 30 day of March, 2000.

Karen Hsu Deputy
For Jeff Modisett Karen M. Freeman-Wilson
Attorney General of Indiana

APPROVED:

This 3 day of May, 2000.

Frank O'Bannon
The Honorable Frank O'Bannon
Governor of the State of Indiana

[Signature]
[Signature]

EXHIBIT G-1

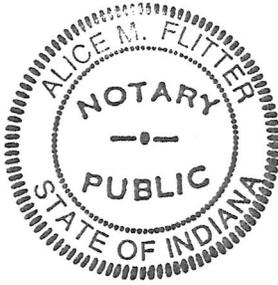


NON-COLLUSION AFFIDAVIT
 State Form 4381



STATE OF INDIANA }
 COUNTY OF Porter } ss:

The undersigned, being duly sworn on oath says, that he is the contracting party, or that he is the representative, agent, member, or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the annexed contract other than that which appears upon the face of the contract entitled "Amendment No. 1 to Indiana's International Port/Burns Harbor General Cargo Terminal Operating Agreement."



Signature
Printed Name Theodore H. Winter
Title President
Company Indiana Stevedoring and Distribution Corporation

Before me, a Notary Public in and for said County and State personally appeared, Theodore H. Winter,
 who acknowledged the truth of the statements in the foregoing affidavit on this 28th day of February, ~~20~~ 2000.

County of Residence <u>Porter</u>	Commission Expiration Date <u>4/16/00</u>	Notary Signature
		Notary's Name (Print or Type) <u>Alice M. Flitter</u>

EXHIBIT G-1



NON-COLLUSION AFFIDAVIT
 State Form 4381



STATE OF ILLINOIS }
 COUNTY OF COOK } ss:

The undersigned, being duly sworn on oath says, that he is the contracting party, or that he is the representative, agent, member, or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the annexed contract other than that which appears upon the face of the contract entitled "Amendment No. 1 to Indiana's International Port/Burns Harbor General Cargo Terminal Operating Agreement."

Signature	<i>[Handwritten Signature]</i>
Printed Name	Steve Vogt
Title	Chief Financial Officer
Company	Alternative Distribution Systems, Inc.

Before me, a Notary Public in and for said County and State personally appeared, Steve Vogt,
 who acknowledged the truth of the statements in the foregoing affidavit on this 28th day of February, 2000.

County of Residence	Commission Expiration Date	Notary Signature
Cook	04-04-02	<i>[Handwritten Signature]</i>
		Notary's Name (Print or Type)
		Rosemarie Von Borstel

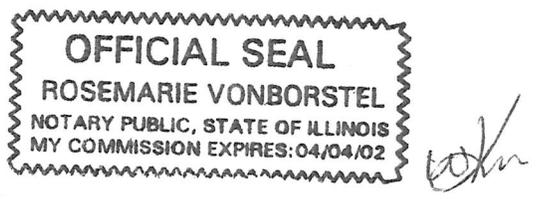


EXHIBIT G-1



NON-COLLUSION AFFIDAVIT
 State Form 4391



CITY OF MONTREAL

PROVINCE OF Quebec, Canada } ss:

The undersigned, being duly sworn on oath says, that he is the contracting party, or that he is the representative, agent, member, or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the annexed contract other than that which appears upon the face of the contract entitled "Amendment No. 1 to Indiana's International Port/Burns Harbor General Cargo Terminal Operating Agreement."

Signature	
Printed Name	Georges H. Robichon
Title	Senior Vice-President and General Counsel
Company	Fednav Limited

Before me, a Commissioner for Oaths in said city and province, personally appeared, Georges H. Robichon, who acknowledged the truth of the statements in the foregoing affidavit on this 25th day of FEBRUARY, 2000.

County of Residence <u>MONTREAL URBAN COMMUNITY.</u>	Commission Expiration Date <u>Feb. 6/2001</u>	Commissioner for Oaths Signature
		Commissioner for Oaths (Print or Type)

ORIANA TREZZA
 Commissioner for Oaths
 District of Montreal
 No. 131.816