

**ELEVENTH AMENDMENT TO LEASE  
BETWEEN  
PORT OF SEATTLE AND LOUIS DREYFUS CORPORATION  
TERMINAL 86**

THIS ELEVENTH AMENDMENT TO LEASE made as of \_\_\_\_\_, 20\_\_\_\_, by and between the PORT OF SEATTLE, a Washington municipal corporation, hereinafter called "Port," and LOUIS DREYFUS CORPORATION, a Delaware corporation, hereinafter called "Lessee,"

**WITNESSETH:**

WHEREAS, the Port and Lessee entered into a Lease and Construction Agreement dated March 26, 1968, for premises at Terminal 86, which was subsequently amended by ten Amendments dated July 8, 1969, August 15, 1969, June 23, 1970, March 5, 1971, November 22, 1988, November 14, 1989, February 16, 1996, April 14, 1998, Assignment and Assumption of Lease and Ninth Amendment to Lease dated March 14, 2000, and dated October 12, 2004 (collectively "the Lease"); and

WHEREAS, the parties now wish to further amend the Lease by revising the term provisions.

NOW THEREFORE, in consideration of their mutual promises, the parties hereby agree as follows:

1. Paragraph 2 (b) of the Lease is deleted in its entirety and replaced as follows:
  - b. It is further provided that the options granted under the Lease shall be deemed to have been relinquished unless Lessee shall have notified the Port in writing in advance of the beginning of each option period of its election to exercise its option with respect to the immediately following five (5) year period subject to the Port granting its written consent which will not be unreasonably withheld. If Lessee is in compliance with the terms and conditions of this Lease and has, upon written notice to the Port given on or before May 14, 2010, advised the Port of its election to exercise its option, this Lease will be extended for an additional five (5) year term subject to the Port giving its written consent, which will not be unreasonably withheld, by August 14, 2010. In the event that the Lease is extended for the period from November 14, 2010 through November 14, 2015, and the Lessee is in compliance with the terms and conditions of this Lease and has, upon written notice to the Port given on or before November 14, 2014, advised the Port of its election to exercise its option, this Lease will be extended subject to the Port giving its written consent which will not be unreasonably withheld, by February 14, 2015.
2. Except as expressly amended herein, all provisions of the Lease (as previously amended) shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Eleventh Amendment as of the day and year first above written.

PORT OF SEATTLE  
A municipal corporation

By: \_\_\_\_\_  
Chief Executive Officer

LOUIS DREYFUS CORPORATION  
A municipal corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Notary to Eleventh Amendment to Lease  
with Louis Dreyfus Corporation  
at Terminal 86

STATE OF WASHINGTON )  
 ) SS.  
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2009, before me, the undersigned notary public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_ to me know to be the \_\_\_\_\_ of the PORT OF SEATTLE, a municipal corporation, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute the same.

WITNESS my hand and official seal hereto the day and year in the Certificate first above written.

\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_.  
My appointment expires \_\_\_\_\_.

(ACKNOWLEDGEMENT FOR CORPORATE LESSEE)

STATE OF MISSOURI )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2009, before me personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me know to be the \_\_\_\_\_ and \_\_\_\_\_ respectively of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
Notary Public in and for the State of  
\_\_\_\_\_, residing at \_\_\_\_\_.  
My appointment expires \_\_\_\_\_.