Torres Rojas, Genara FOI#12467

From: usa.icairns@cma-cgm.com
Sent: Tuesday, July 19, 2011 4:57 PM
To: Van Duyne, Sheree
Cc: Torres Rojas, Genara; Duffy, Daniel
Subject: Freedom of Information Online Request Form

Information:

First Name: Ian
Last Name: Cairns
Company: Shipping
Mailing Address 1: One Meadowlands Plaza
Mailing Address 2: Suite 201
City: East Rutherford
State: NJ
Zip Code: 07073
Email Address: usa.icairns@cma-cgm.com
Phone: 201-806-9516
Required copies of the records: Yes

List of specific record(s):
Copy of the Marine Terminal lease for Howland Hook NYCT from Dec 2006 onwards with any additional amendments.

THE PORT AUTHORITY OF NY & NJ

Daniel D. Duffy
FOI Administrator

November 17, 2011

Mr. Ian Cairns
Steamship Line
One Meadowlands, Suite 201
East Rutherford, NJ 07073

Re: Freedom of Information Reference No. 12467

Dear Mr. Cairns:

This is a response to your July 19, 2011 request, which has been processed under the Port Authority's Freedom of Information Policy (the "Policy," copy enclosed) for a copy of Howland Hook New York Containter Terminal lease from December 2006 and the supplements.

Material responsive to your request and available under the Policy, which consists of 339 pages, will be forwarded to your attention upon receipt of a photocopying fee of $84.75 (25¢ per page). Payment should be made in cash, certified check, company check or money order payable to "The Port Authority of New York & New Jersey" and should be sent to my attention at 225 Park Avenue South, 17th Floor, New York, NY 10003.

Certain material responsive to your request is exempt from disclosure pursuant to exemptions (1), (2) and (6) of the Policy.

Please refer to the above FOI reference number in any future correspondence relating to your request.

Sincerely,

Daniel D. Duffy
FOI Administrator

Enclosure

225 Park Avenue South
New York, , NY 10003
T: 212 435 3642 F: 212 435 7555

PCL

Lease No. HHT-4

Xp. Copy

AGREEMENT

between

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

and

HOWLAND HOOK CONTAINER TERMINAL, INC.

Commencement date, Dec 10, 1995

PORT DEPARTMENT
CONFORMED COPY

Dated as of June 30, 1995

Lease No. HHT-4

THIS AGREEMENT OF LEASE, made as of the 30th day of June, 1995, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority"), a body corporate and politic created by Compact between the States of New Jersey and New York, with the consent of the Congress of the United States of America, and having an office and place of business at One World Trade Center, New York, New York 10048; and HOWLAND HOOK CONTAINER TERMINAL, INC. (hereinafter called "the Lessee"), a corporation organized and existing under the laws of the State of New York and having an office and place of business at ~~90 Washington Street~~, New York, New York 10006, whose representative is: Carmine Ragucci.

Wall Street Plaza

WITNESSETH, THAT:

The Port Authority and the Lessee, for and in consideration of the covenants and agreements hereinafter contained, hereby agree as follows:

Section 1. Letting

The Port Authority hereby lets to the Lessee and the Lessee hereby hires and takes from the Port Authority, at the Howland Hook Marine Terminal (sometimes hereinafter called "the Facility" or "the marine terminal"), in the Borough of Staten Island, in the County of Richmond and the State of New York, the following: the open area shown in stipple, the enclosed spaces shown in diagonal crosshatching, and the water area shown in the color red, all as so shown on a sketch hereto attached, hereby made a part hereof, and marked "Exhibit A", and as further described in the schedule of metes and bounds attached hereto, hereby made a part hereof and marked "Schedule A", together with the buildings, structures, fixtures, improvements and other property, if any, owned or leased by the Port Authority located or to be located or constructed therein or thereon, the said open area, enclosed spaces, and water area, buildings, structures, fixtures, improvements and other property of the Port Authority being hereinafter collectively called "the premises", and the water area shown in red being hereinafter sometimes called "the berthing area". All references in this Agreement to the Facility shall be deemed to refer to the premises, it being understood that for purposes of this Agreement the Facility and the premises constitute the same property. The parties agree that the premises constitute non-residential property. The parties further agree that in the event of any discrepancy between the general outline of the Facility shown on Exhibit A and the description of metes and bounds on Schedule A, the description of metes and bounds on Schedule A shall control.

Section 2. Term

The term of the letting under this Agreement shall commence at 12:01 o'clock A.M. on the Commencement Date, as defined and determined pursuant to the provisions of Section 44 hereof, and, unless sooner terminated, shall expire at 11:59 o'clock P.M. on December 31, 2019.

Section 3. Interim Period Container and Cargo Rental

(a) Except as specifically stated otherwise, for purposes of this Section and for all other purposes under this Agreement, including without limitation Sections 4 and 6 hereof, the following terms shall have the respective meanings provided below:

(1) "Interim period" shall mean the period, if any, from the Commencement Date through the earlier of (i) the last day of the second annual period (as "annual period" is defined in Section 4(a)(1) hereof) or (ii) the day immediately preceding the Full Rental Payment Start Date, as defined in Section 4(a)(4) hereof.

(2) "First interim annual period" shall mean the portion of the Interim Period from the Commencement Date through the earlier of (i) the last day of the first annual period or (ii) the day immediately preceding the Full Rental Payment Start Date; and "the second interim annual period" shall mean the portion of the Interim Period from the first day of the second annual period through the earlier of (i) the last day of the second annual period or (ii) the day immediately preceding the Full Rental Payment Start Date.

(3) "Non-container cargo" shall mean cargo not in cargo containers loaded onto or discharged from vessels berthing at the premises, with the exception of "treated rubble" as hereinafter defined.

(4) "Treated rubble" shall mean debris resulting from human or natural demolition activities from which all "hazardous materials", as defined in Section 53 hereof, have been removed.

(5) For purposes of the rental payable under this Section, "qualified containers" shall mean cargo containers loaded onto or discharged from vessels berthing at the premises (whether or not stuffed or stripped at the premises and whether or not so loaded or discharged by means of container cranes), including without limitation any specialized cargo containers such as flatracks, and shall also be deemed to mean trailers; but shall not mean containers arriving on shipboard and departing on the same ship and the same voyage if such containers are merely

unloaded from the ship at the premises and reloaded in the course of a restowing operation or are merely moved from one location to another location on the same ship in the course of a shifting operation, or containers containing solely treated rubble. Containers discharged from vessels berthing at the premises and loaded onto vessels berthing at the premises in the course of a transshipment operation shall be deemed to have been both discharged from such vessels and loaded onto such vessels in one discrete operation for purposes of the computation of the rental payable under this Section.

(6) "Revenue ton" shall mean a weight of 2,240 pounds.

(b) The Lessee shall pay to the Port Authority an interim container throughput rental (hereinafter called "the interim container throughput rental") with respect to qualified containers during the interim period as follows: (1) for the first interim annual period, the product obtained by multiplying Twenty Dollars and No Cents ($20.00) by the number of qualified containers loaded onto or discharged from vessels berthing at the premises during such interim annual period; and (2) for the second interim annual period, the product obtained by multiplying Twenty-five Dollars and No Cents ($25.00) by the number of qualified containers loaded onto or discharged from vessels berthing at the premises during such interim annual period.

The computation of interim container throughput rental for each interim annual period, or a portion of an interim annual period, shall be individual to such interim annual period, or such portion of an interim annual period, and without relation to any other interim annual period, or any other portion of any interim annual period. The time for making payment of the interim container throughput rental, and the method of calculation thereof, shall be as set forth in paragraph (e) of this Section. The interim container throughput rental shall be payable on a monthly basis, as set forth in paragraph (e) of this Section, based on the number of qualified containers loaded onto or discharged from vessels berthing at the premises during the month.

(c) The Lessee shall pay to the Port Authority an interim non-container cargo throughput rental (hereinafter called "the interim non-container throughput rental") with respect to non-container cargo and treated rubble during the interim period equal to the total of (i) the product obtained by multiplying the total number of revenue tons of non-container cargo loaded onto or discharged from vessels berthing at the premises during the interim annual period by the respective wharfage charge for such cargo set forth in the Port Authority tariff for Port Authority Marine Terminals published in FMC Schedule PA-10 (or any successor tariff) as such charges may be amended from time to

time during the interim period; and (ii) the product obtained by multiplying the total number of revenue tons of treated rubble loaded onto vessels berthing at the premises during the interim annual period by Fifty Cents ($0.50). The interim non-container throughput rental shall be payable on a monthly basis, as set forth in paragraph (e) of this Section, based on the number of revenue tons of non-container cargo loaded onto or discharged from vessels berthing at the premises during the month and the number of revenue tons of treated rubble loaded onto vessels berthing at the premises during the month.

(d) Notwithstanding the provisions of paragraph (b) and paragraph (c) of this Section, the Lessee shall pay to the Port Authority an interim minimum container and non-container throughput rental (hereinafter called "the minimum interim container and non-container throughput rental") as follows: (1) at the annual rate of Six Hundred Twenty-five Thousand Dollars and No Cents ($625,000.00) for the first interim annual period; and (2) at the annual rate of One Million Dollars and No Cents ($1,000,000.00) for the second interim annual period. The minimum interim container and non-container throughput rental shall be payable during each interim annual period in equal monthly installments (except as the first and last of such payments may be prorated) on the first day of each calendar month during the interim annual period as set forth in paragraph (e) of this Section.

(e) The Lessee shall pay the interim container throughput rental, the interim non-container throughput rental, and the minimum interim container and non-container throughput rental as follows: on the Commencement Date and on the first day of each calendar month thereafter occurring during the interim period, the Lessee shall pay to the Port Authority the following sums (which sums are hereinafter, as the context requires, individually called "the minimum monthly interim usage payment"): (1) Fifty-two Thousand Eighty-three Dollars and Thirty-four Cents ($52,083.34) for each month to occur during the first interim annual period; and (2) Eighty-three Thousand Three Hundred Thirty-three Dollars and Thirty-four Cents ($83,333.34) for each month to occur during the second interim annual period; provided, however, that if the Commencement Date is a day other than the first day of a calendar month the payment of the minimum monthly interim usage payment payable on the Commencement Date shall be the amount of the full monthly payment thereof for such month prorated on a daily basis for the period from the Commencement Date through the last day of the month in which the Commencement Date shall occur, and if the interim period shall end on a day which is other than the last day of a calendar month the payment of the minimum monthly interim usage payment payable on the first day of such month shall be the amount of the full monthly payment thereof for such month prorated on a daily basis

for the period from the first day of such month through the last day of the interim period.

On the 20th day of the first month following the month in which the Commencement Date shall occur, and on the 20th day of each and every month thereafter occurring during each interim annual period to occur during the interim period, including the month following the end of each such interim annual period, the Lessee shall render to the Port Authority a statement certified by a responsible officer of the Lessee showing the total number of qualified containers loaded onto or discharged from vessels berthing at the premises during the preceding month and the cumulative number of qualified containers loaded onto or discharged from vessels berthing at the premises from the date of the commencement of the interim annual period for which the report is made through the last day of the preceding month, the total number of revenue tons of non-container cargo loaded onto or discharged from vessels berthing at the premises during the preceding month, the total number of revenue tons of non-container cargo loaded onto or discharged from vessels berthing at the premises from the commencement of the interim annual period for which the report is made through the last day of the preceding month, the total number of revenue tons of treated rubble loaded onto vessels berthing at the premises during the preceding month, and the total number of revenue tons of treated rubble loaded onto vessels berthing at the premises from the commencement of the interim annual period for which the report is made through the last day of the preceding month; each monthly statement shall be accompanied by monthly vessel activity reports to substantiate the statement, showing the total number of qualified containers loaded onto or discharged from vessels berthing at the premises during the month for which the report is made, the total number of revenue tons of non-container cargo loaded onto or discharged from vessels berthing at the premises during the month for which the report is made, and the total number of revenue tons of treated rubble loaded onto vessels berthing at the premises during the month for which the report is made. Whenever any such statement shall show that the sum of (i) the interim container throughput rental for the month for which the report is made, calculated in accordance with the provisions of paragraph (b) of this Section and (ii) the interim non-container throughput rental for the month for which the report is made, calculated in accordance with the provisions of paragraph (c) of this Section, exceeds the minimum monthly interim usage payment previously made for such month by the Lessee, the Lessee shall pay at the time of rendering the statement an amount (hereinafter referred to as "the additional monthly interim usage payment") equal to such excess; provided, however, that the Lessee shall be allowed a credit against the additional monthly interim usage payment in an amount equal to the amount by which the aggregate of (i) the minimum monthly interim usage payments made by the Lessee during the interim annual period prior to the

month for which the statement is made, and (ii) the aggregate of the additional monthly interim usage payments made by the Lessee during the interim annual period prior to the month for which the statement is made exceeds the aggregate of (i) the interim container throughput rental and (ii) the interim non-container throughput rental shown to be due by the monthly statements rendered during the interim annual period for the months preceding the month for which the statement is made. The statement rendered by the Lessee on the twentieth (20th) day of the month following the end of each interim annual period shall include, in addition to the information required to be set forth therein under the provisions of this paragraph, a final calculation of interim container throughput rental and interim non-container throughput rental for the interim annual period for which the statement is made. Such final calculation shall be made as follows: the interim container throughput rental and the interim non-container throughput rental, as defined respectively in paragraph (b) and paragraph (c) of this Section, shall be computed for the interim annual period for which the statement is made based on the total number of revenue tons of non-container cargo loaded onto or discharged from vessels berthing at the premises during said interim annual period, the total number of revenue tons of treated rubble loaded onto vessels berthing at the premises during such interim annual period, and the total number of qualified containers loaded onto or discharged from vessels berthing at the premises during said interim annual period. In the event that the aggregate of the payments previously made by the Lessee for the interim annual period pursuant to the provisions of this Section, including any additional monthly interim usage payment required to be made at the time of rendering such statement for the last month of the interim annual period, is less than the aggregate of the interim container throughput rental and the interim non-container throughput rental for the interim annual period, then the Lessee shall pay the amount of such difference at the time of rendering such statement. In the event that the aggregate of said payments made by the Lessee exceeds the aggregate of the interim container throughput rental and the interim non-container throughput rental, the Lessee shall be entitled to a credit to the extent of such excess against its rental obligations under this Agreement for the period following the interim annual period for which the statement is made.

(f) Upon any termination of the letting during the interim period (even if stated to have the same effect as expiration), the Lessee shall within twenty (20) days after the effective date of such termination make a payment of the interim container throughput rental and the interim non-container throughput rental as follows: the Lessee shall within twenty (20) days after the effective date of termination render to the Port Authority a statement certified by a responsible officer of the Lessee setting forth the information and the final

calculation of rentals required to be set forth in the statement rendered by the Lessee on the twentieth (20th) day of the month following the end of each interim annual period pursuant to the provisions of paragraph (e) of this Section, except that (i) the statement shall show the total number of qualified containers loaded onto or discharged from vessels berthing at the premises during the month in which the effective date of termination occurred and the cumulative number of qualified containers loaded onto or discharged from vessels berthing at the premises from the date of the commencement of the interim annual period in which the effective date of termination occurred through the effective date of termination, the total number of revenue tons of non-container cargo loaded onto or discharged from vessels berthing at the premises during the month in which the effective date of termination occurred and the total number of revenue tons of non-container cargo loaded onto or discharged from vessels berthing at the premises from the date of the commencement of the interim annual period in which the effective date of termination occurred through the effective date of termination, and the total number of revenue tons of treated rubble loaded onto vessels berthing at the premises during the month in which the effective date of termination occurred and the total number of revenue tons of treated rubble loaded onto vessels berthing at the premises from the date of the commencement of the interim annual period in which the effective date of termination occurred through the effective date of termination, and (ii) the final calculation of the interim container throughput rental and the interim non-container throughput rental shall be made for the period from the first day of the interim annual period in which the effective date of termination shall occur through the effective date of termination. Any amount of the interim container throughput rental and/or the non-container throughput rental determined to be owed to the Port Authority pursuant to such final calculation shall be paid by the Lessee at the time of rendering the statement.

(g) No rental payable under this Section shall be subject to abatement or suspension or reduction for any reason whatsoever, except as set forth in this Section or in Section 9 hereof.

(h) Notwithstanding any provision to the contrary contained in this Section, the Lessee shall not be obligated to remit the additional monthly interim usage payment or payments, if any, for the first sixty (60) days following the Commencement Date at the time the Lessee renders to the Port Authority the first two or three (as the case may be) of the monthly statements required under paragraph (e) of this Section; provided, however, that any such additional monthly interim usage payment or payments that otherwise would have then been payable shall be factored into and made part of the final calculation of rentals owed for the first interim annual period under this Section and

payable with the monthly statement required to be rendered by the Lessee to the Port Authority under said paragraph (e) on the 20th day of the month following the end of the first interim annual period.

Section 4. Container and Cargo Rental

(a) Except as specifically stated otherwise, for purposes of this Section and for all other purposes under this Agreement the following terms shall have the respective meanings provided below:

(1) "Annual period" shall mean as the context requires the twelve-month period commencing with the Commencement Date, as defined in Section 44 hereof, and each of the twelve-month periods thereafter occurring during the term of the letting under this Agreement commencing on each anniversary of the Commencement Date occurring during the term of the letting hereunder, except that if the Commencement Date shall occur on a day other than the first day of a calendar month then the first annual period shall mean the portion of the calendar month in which the Commencement Date shall occur commencing with the Commencement Date and the eleven-month period following said month and each succeeding annual period shall mean the twelve-month period commencing on the anniversary of the first day of the calendar month in which the Commencement Date shall occur; provided, however, that the twenty-fifth annual period shall be the period commencing on the twenty-fourth anniversary of the first day of the calendar month in which the Commencement Date shall occur and shall continue through to the expiration date of the term of the letting under this Agreement regardless of whether said twenty-fifth annual period is greater or lesser than a twelve-month period.

(2) "Annual throughput number" shall mean each of the lettered annual throughput numbers, as the context requires, defined in the following subdivisions:

Changed See Supp#11

(i) "annual throughput number-A" shall mean the sum of sixty-two thousand five hundred (62,500).

(ii) "annual throughput number-B" shall mean the sum of one hundred twenty-five thousand (125,000).

(iii) "annual throughput number-C" shall mean the sum of two hundred twenty-five thousand (225,000).

Whenever reference is made to annual throughput numbers or any lettered annual throughput number, it shall mean the annual throughput number or any lettered annual throughput number, as the case may be, reduced by operation of the proration provisions hereof. Without limiting any other provision of this

Agreement, in the event that the period from the Full Rental Payment Start Date through the last day of the annual period in which the Full Rental Payment Start Date shall occur is less than 365 days, the annual throughput numbers for the annual period in which the Full Rental Payment Start Date shall occur shall be prorated on a daily basis for the period from the Full Rental Payment Start Date through the last day of the annual period in which the Full Rental Payment Start Date shall occur; and in the event that the twenty-fifth annual period shall be a period that is greater or lesser than 365 days, the annual throughput numbers for said annual period shall be prorated on a daily basis based on the actual number of days in said annual period.

(3) For purposes of the rental payable under this Section, "qualified containers" shall mean cargo containers loaded onto or discharged from vessels berthing at the premises (whether or not stuffed or stripped at the premises and whether or not so loaded or discharged by means of container cranes), including without limitation any specialized cargo containers such as flatracks, and shall also be deemed to mean trailers; but shall not mean containers arriving on shipboard and departing on the same ship and the same voyage if such containers are merely unloaded from the ship at the premises and reloaded in the course of a restowing operation or are merely moved from one location to another location on the same ship in the course of a shifting operation, or containers containing solely treated rubble. Containers discharged from vessels berthing at the premises and loaded onto vessels berthing at the premises in the course of a transshipment operation shall be deemed to have been both discharged from such vessels and loaded onto such vessels in one discrete operation for purposes of the computation of the rental payable under this Section.

(4) "Full Rental Payment Start Date" shall mean the earlier of (i) the date that the Port Authority shall certify in writing to the Lessee that the Port Authority has completed the Initial Dredging, as defined in Section 41 hereof, and has substantially completed wharf rehabilitation work on one thousand five hundred (1,500) contiguous feet of the wharf to such an extent to permit use and occupation of said portion of the wharf by the Lessee for the purposes stated in Section 8 hereof, or (ii) the first day of the third annual period; provided, however, that the Full Rental Payment Start Date shall in no event occur prior to the Commencement Date.

(b) The Lessee shall pay to the Port Authority a container throughput rental (hereinafter called "the container throughput rental") with respect to qualified containers for the annual period in which the Full Rental Payment Start Date shall occur and for each subsequent annual period to occur during the term of the letting as follows:

(1) for the first annual period, the total of (i) the product obtained by multiplying Twenty-nine Dollars and No Cents ($29.00) by the number of qualified containers which are not in excess of annual throughput number-A loaded onto or discharged from vessels berthing at the premises during the annual period, (ii) the product obtained by multiplying Twelve Dollars and No Cents ($12.00) by the number of qualified containers which are in excess of annual throughput number-A but not in excess of annual throughput number-B loaded onto or discharged from vessels berthing at the premises during the annual period, and (iii) the product obtained by multiplying Seven Dollars and No Cents ($7.00) by the number of qualified containers which are in excess of annual throughput number-B loaded onto or discharged from vessels berthing at the premises during the annual period;

(2) for the second annual period, the total of (i) the product obtained by multiplying Thirty-eight Dollars and No Cents ($38.00) by the number of qualified containers which are not in excess of annual throughput number-A loaded onto or discharged from vessels berthing at the premises during the annual period, (ii) the product obtained by multiplying Twelve Dollars and No Cents ($12.00) by the number of qualified containers which are in excess of annual throughput number-A but not in excess of annual throughput number-B loaded onto or discharged from vessels berthing at the premises during the annual period, and (iii) the product obtained by multiplying Ten Dollars and No Cents ($10.00) by the number of qualified containers which are in excess of annual throughput number-B loaded onto or discharged from vessels berthing at the premises during the annual period;

(3) for the third annual period, the total of (i) the product obtained by multiplying Forty-seven Dollars and No Cents ($47.00) by the number of qualified containers which are not in excess of annual throughput number-A loaded onto or discharged from vessels berthing at the premises during the annual period, (ii) the product obtained by multiplying Twenty Dollars and No Cents ($20.00) by the number of qualified containers which are in excess of annual throughput number-A but not in excess of annual throughput number-B loaded onto or discharged from vessels berthing at the premises during the annual period, (iii) the product obtained by multiplying Sixteen Dollars and No Cents ($16.00) by the number of qualified containers which are in excess of annual throughput number-B but not in excess of annual throughput number-C loaded onto or discharged from vessels berthing at the premises during the annual period, and (iv) the product obtained by multiplying Ten Dollars and No Cents ($10.00) by the number of qualified containers which are in excess of annual throughput number-C loaded onto or discharged from vessels berthing at the premises during the annual period;

(4) for the fourth annual period, the total of (i) the product obtained by multiplying Forty-seven Dollars and No Cents ($47.00) by the number of qualified containers which are not in excess of annual throughput number-A loaded onto or discharged from vessels berthing at the premises during the annual period, (ii) the product obtained by multiplying Twenty-seven Dollars and No Cents ($27.00) by the number of qualified containers which are in excess of annual throughput number-A but not in excess of annual throughput number-B loaded onto or discharged from vessels berthing at the premises during the annual period, (iii) the product obtained by multiplying Twenty Dollars and No Cents ($20.00) by the number of qualified containers which are in excess of annual throughput number-B but not in excess of annual throughput number-C loaded onto or discharged from vessels berthing at the premises during the annual period, and (iv) the product obtained by multiplying Ten Dollars and No Cents ($10.00) by the number of qualified containers which are in excess of annual throughput number-C loaded onto or discharged from vessels berthing at the premises during the annual period;

(5) for the fifth annual period, the total of (i) the product obtained by multiplying Forty-eight Dollars and No Cents ($48.00) by the number of qualified containers which are not in excess of annual throughput number-A loaded onto or discharged from vessels berthing at the premises during the annual period, (ii) the product obtained by multiplying Thirty-three Dollars and No Cents ($33.00) by the number of qualified containers which are in excess of annual throughput number-A but not in excess of annual throughput number-B loaded onto or discharged from vessels berthing at the premises during the annual period, (iii) the product obtained by multiplying Twenty-four Dollars and No Cents ($24.00) by the number of qualified containers which are in excess of annual throughput number-B but not in excess of annual throughput number-C loaded onto or discharged from vessels berthing at the premises during the annual period, and (iv) the product obtained by multiplying Twelve Dollars and No Cents ($12.00) by the number of qualified containers which are in excess of annual throughput number-C loaded onto or discharged from vessels berthing at the premises during the annual period;

(6) for the sixth annual period, the total of (i) the product obtained by multiplying Forty-eight Dollars and No Cents ($48.00) by the number of qualified containers which are not in excess of annual throughput number-A loaded onto or discharged from vessels berthing at the premises during the annual period, (ii) the product obtained by multiplying Thirty-five Dollars and No Cents ($35.00) by the number of qualified containers which are in excess of annual throughput number-A but not in excess of annual throughput number-B loaded onto or discharged from vessels berthing at the premises during the annual period, (iii) the product obtained by multiplying Twenty-four Dollars and No Cents ($24.00) by the number of qualified containers which are in

excess of annual throughput number-B but not in excess of annual throughput number-C loaded onto or discharged from vessels berthing at the premises during the annual period, and (iv) the product obtained by multiplying Twelve Dollars and No Cents ($12.00) by the number of qualified containers which are in excess of annual throughput number-C loaded onto or discharged from vessels berthing at the premises during the annual period;

(7) for the seventh annual period, the total of (i) the product obtained by multiplying Forty-nine Dollars and No Cents ($49.00) by the number of qualified containers which are not in excess of annual throughput number-A loaded onto or discharged from vessels berthing at the premises during the annual period, (ii) the product obtained by multiplying Thirty-seven Dollars and No Cents ($37.00) by the number of qualified containers which are in excess of annual throughput number-A but not in excess of annual throughput number-B loaded onto or discharged from vessels berthing at the premises during the annual period, (iii) the product obtained by multiplying Twenty-five Dollars and No Cents ($25.00) by the number of qualified containers which are in excess of annual throughput number-B but not in excess of annual throughput number-C loaded onto or discharged from vessels berthing at the premises during the annual period, and (iv) the product obtained by multiplying Twelve Dollars and Fifty Cents ($12.50) by the number of qualified containers which are in excess of annual throughput number-C loaded onto or discharged from vessels berthing at the premises during the annual period;

(8) for the eighth annual period, the total of (i) the product obtained by multiplying Fifty Dollars and No Cents ($50.00) by the number of qualified containers which are not in excess of annual throughput number-A loaded onto or discharged from vessels berthing at the premises during the annual period, (ii) the product obtained by multiplying Thirty-eight Dollars and No Cents ($38.00) by the number of qualified containers which are in excess of annual throughput number-A but not in excess of annual throughput number-B loaded onto or discharged from vessels berthing at the premises during the annual period, (iii) the product obtained by multiplying Twenty-five Dollars and No Cents ($25.00) by the number of qualified containers which are in excess of annual throughput number-B but not in excess of annual throughput number-C loaded onto or discharged from vessels berthing at the premises during the annual period, and (iv) the product obtained by multiplying Twelve Dollars and Fifty Cents ($12.50) by the number of qualified containers which are in excess of annual throughput number-C loaded onto or discharged from vessels berthing at the premises during the annual period;

(9) for the ninth annual period, the total of (i) the product obtained by multiplying Fifty-two Dollars and No Cents ($52.00) by the number of qualified containers which are not in excess of annual throughput number-A loaded onto or discharged

from vessels berthing at the premises during the annual period, (ii) the product obtained by multiplying Thirty-nine Dollars and No Cents ($39.00) by the number of qualified containers which are in excess of annual throughput number-A but not in excess of annual throughput number-B loaded onto or discharged from vessels berthing at the premises during the annual period, (iii) the product obtained by multiplying Twenty-six Dollars and No Cents ($26.00) by the number of qualified containers which are in excess of annual throughput number-B but not in excess of annual throughput number-C loaded onto or discharged from vessels berthing at the premises during the annual period, and (iv) the product obtained by multiplying Thirteen Dollars and No Cents ($13.00) by the number of qualified containers which are in excess of annual throughput number-C loaded onto or discharged from vessels berthing at the premises during the annual period;

(10) for the tenth annual period, the total of (i) the product obtained by multiplying Fifty-four Dollars and No Cents ($54.00) by the number of qualified containers which are not in excess of annual throughput number-A loaded onto or discharged from vessels berthing at the premises during the annual period, (ii) the product obtained by multiplying Forty Dollars and No Cents ($40.00) by the number of qualified containers which are in excess of annual throughput number-A but not in excess of annual throughput number-B loaded onto or discharged from vessels berthing at the premises during the annual period, (iii) the product obtained by multiplying Twenty-seven Dollars and No Cents ($27.00) by the number of qualified containers which are in excess of annual throughput number-B but not in excess of annual throughput number-C loaded onto or discharged from vessels berthing at the premises during the annual period, and (iv) the product obtained by multiplying Thirteen Dollars and Fifty Cents ($13.50) by the number of qualified containers which are in excess of annual throughput number-C loaded onto or discharged from vessels berthing at the premises during the annual period;

(11) for the eleventh annual period, the total of (i) the product obtained by multiplying Fifty-six Dollars and No Cents ($56.00) by the number of qualified containers which are not in excess of annual throughput number-A loaded onto or discharged from vessels berthing at the premises during the annual period, (ii) the product obtained by multiplying Forty-one Dollars and No Cents ($41.00) by the number of qualified containers which are in excess of annual throughput number-A but not in excess of annual throughput number-B loaded onto or discharged from vessels berthing at the premises during the annual period, (iii) the product obtained by multiplying Twenty-eight Dollars and No Cents ($28.00) by the number of qualified containers which are in excess of annual throughput number-B but not in excess of annual throughput number-C loaded onto or discharged from vessels berthing at the premises during the annual period, and (iv) the product obtained by multiplying

Fourteen Dollars and No Cents ($14.00) by the number of qualified containers which are in excess of annual throughput number-C loaded onto or discharged from vessels berthing at the premises during the annual period;

(12) for the twelfth annual period, the total of (i) the product obtained by multiplying Fifty-eight Dollars and No Cents ($58.00) by the number of qualified containers which are not in excess of annual throughput number-A loaded onto or discharged from vessels berthing at the premises during the annual period, (ii) the product obtained by multiplying Forty-two Dollars and No Cents ($42.00) by the number of qualified containers which are in excess of annual throughput number-A but not in excess of annual throughput number-B loaded onto or discharged from vessels berthing at the premises during the annual period, (iii) the product obtained by multiplying Twenty-nine Dollars and No Cents ($29.00) by the number of qualified containers which are in excess of annual throughput number-B but not in excess of annual throughput number-C loaded onto or discharged from vessels berthing at the premises during the annual period, and (iv) the product obtained by multiplying Fourteen Dollars and Fifty Cents ($14.50) by the number of qualified containers which are in excess of annual throughput number-C loaded onto or discharged from vessels berthing at the premises during the annual period;

(13) for the thirteenth annual period, the total of (i) the product obtained by multiplying Sixty Dollars and No Cents ($60.00) by the number of qualified containers which are not in excess of annual throughput number-A loaded onto or discharged from vessels berthing at the premises during the annual period, (ii) the product obtained by multiplying Forty-three Dollars and No Cents ($43.00) by the number of qualified containers which are in excess of annual throughput number-A but not in excess of annual throughput number-B loaded onto or discharged from vessels berthing at the premises during the annual period, (iii) the product obtained by multiplying Thirty Dollars and No Cents ($30.00) by the number of qualified containers which are in excess of annual throughput number-B but not in excess of annual throughput number-C loaded onto or discharged from vessels berthing at the premises during the annual period, and (iv) the product obtained by multiplying Fifteen Dollars and No Cents ($15.00) by the number of qualified containers which are in excess of annual throughput number-C loaded onto or discharged from vessels berthing at the premises during the annual period;

(14) for the fourteenth annual period, the total of (i) the product obtained by multiplying Sixty-two Dollars and No Cents ($62.00) by the number of qualified containers which are not in excess of annual throughput number-A loaded onto or discharged from vessels berthing at the premises during the annual period, (ii) the product obtained by multiplying Forty-

four Dollars and No Cents ($44.00) by the number of qualified containers which are in excess of annual throughput number-A but not in excess of annual throughput number-B loaded onto or discharged from vessels berthing at the premises during the annual period, (iii) the product obtained by multiplying Thirty-one Dollars and No Cents ($31.00) by the number of qualified containers which are in excess of annual throughput number-B but not in excess of annual throughput number-C loaded onto or discharged from vessels berthing at the premises during the annual period, and (iv) the product obtained by multiplying Fifteen Dollars and Fifty Cents ($15.50) by the number of qualified containers which are in excess of annual throughput number-C loaded onto or discharged from vessels berthing at the premises during the annual period;

(15) for the fifteenth annual period, the total of (i) the product obtained by multiplying Sixty-four Dollars and No Cents ($64.00) by the number of qualified containers which are not in excess of annual throughput number-A loaded onto or discharged from vessels berthing at the premises during the annual period, (ii) the product obtained by multiplying Forty-five Dollars and No Cents ($45.00) by the number of qualified containers which are in excess of annual throughput number-A but not in excess of annual throughput number-B loaded onto or discharged from vessels berthing at the premises during the annual period, (iii) the product obtained by multiplying Thirty-two Dollars and No Cents ($32.00) by the number of qualified containers which are in excess of annual throughput number-B but not in excess of annual throughput number-C loaded onto or discharged from vessels berthing at the premises during the annual period, and (iv) the product obtained by multiplying Sixteen Dollars and No Cents ($16.00) by the number of qualified containers which are in excess of annual throughput number-C loaded onto or discharged from vessels berthing at the premises during the annual period;

(16) for the sixteenth annual period, the total of (i) the product obtained by multiplying Sixty-six Dollars and No Cents ($66.00) by the number of qualified containers which are not in excess of annual throughput number-A loaded onto or discharged from vessels berthing at the premises during the annual period, (ii) the product obtained by multiplying Forty-six Dollars and No Cents ($46.00) by the number of qualified containers which are in excess of annual throughput number-A but not in excess of annual throughput number-B loaded onto or discharged from vessels berthing at the premises during the annual period, (iii) the product obtained by multiplying Thirty-three Dollars and No Cents ($33.00) by the number of qualified containers which are in excess of annual throughput number-B but not in excess of annual throughput number-C loaded onto or discharged from vessels berthing at the premises during the annual period, and (iv) the product obtained by multiplying

Sixteen Dollars and Fifty Cents ($16.50) by the number of qualified containers which are in excess of annual throughput number-C loaded onto or discharged from vessels berthing at the premises during the annual period;

(17) for the seventeenth annual period, the total of (i) the product obtained by multiplying Sixty-eight Dollars and No Cents ($68.00) by the number of qualified containers which are not in excess of annual throughput number-A loaded onto or discharged from vessels berthing at the premises during the annual period, (ii) the product obtained by multiplying Forty-seven Dollars and No Cents ($47.00) by the number of qualified containers which are in excess of annual throughput number-A but not in excess of annual throughput number-B loaded onto or discharged from vessels berthing at the premises during the annual period, (iii) the product obtained by multiplying Thirty-four Dollars and No Cents ($34.00) by the number of qualified containers which are in excess of annual throughput number-B but not in excess of annual throughput number-C loaded onto or discharged from vessels berthing at the premises during the annual period, and (iv) the product obtained by multiplying Seventeen Dollars and No Cents ($17.00) by the number of qualified containers which are in excess of annual throughput number-C loaded onto or discharged from vessels berthing at the premises during the annual period;

(18) for the eighteenth annual period, the total of (i) the product obtained by multiplying Seventy Dollars and No Cents ($70.00) by the number of qualified containers which are not in excess of annual throughput number-A loaded onto or discharged from vessels berthing at the premises during the annual period, (ii) the product obtained by multiplying Forty-eight Dollars and No Cents ($48.00) by the number of qualified containers which are in excess of annual throughput number-A but not in excess of annual throughput number-B loaded onto or discharged from vessels berthing at the premises during the annual period, (iii) the product obtained by multiplying Thirty-five Dollars and No Cents ($35.00) by the number of qualified containers which are in excess of annual throughput number-B but not in excess of annual throughput number-C loaded onto or discharged from vessels berthing at the premises during the annual period, and (iv) the product obtained by multiplying Seventeen Dollars and Fifty Cents ($17.50) by the number of qualified containers which are in excess of annual throughput number-C loaded onto or discharged from vessels berthing at the premises during the annual period;

(19) for the nineteenth annual period, the total of (i) the product obtained by multiplying Seventy-two Dollars and No Cents ($72.00) by the number of qualified containers which are not in excess of annual throughput number-A loaded onto or discharged from vessels berthing at the premises during the annual period, (ii) the product obtained by multiplying Forty-

nine Dollars and No Cents ($49.00) by the number of qualified containers which are in excess of annual throughput number-A but not in excess of annual throughput number-B loaded onto or discharged from vessels berthing at the premises during the annual period, (iii) the product obtained by multiplying Thirty-six Dollars and No Cents ($36.00) by the number of qualified containers which are in excess of annual throughput number-B but not in excess of annual throughput number-C loaded onto or discharged from vessels berthing at the premises during the annual period, and (iv) the product obtained by multiplying Eighteen Dollars and No Cents ($18.00) by the number of qualified containers which are in excess of annual throughput number-C loaded onto or discharged from vessels berthing at the premises during the annual period;

(20) for the twentieth annual period, the total of (i) the product obtained by multiplying Seventy-four Dollars and No Cents ($74.00) by the number of qualified containers which are not in excess of annual throughput number-A loaded onto or discharged from vessels berthing at the premises during the annual period, (ii) the product obtained by multiplying Fifty Dollars and No Cents ($50.00) by the number of qualified containers which are in excess of annual throughput number-A but not in excess of annual throughput number-B loaded onto or discharged from vessels berthing at the premises during the annual period, (iii) the product obtained by multiplying Thirty-seven Dollars and No Cents ($37.00) by the number of qualified containers which are in excess of annual throughput number-B but not in excess of annual throughput number-C loaded onto or discharged from vessels berthing at the premises during the annual period, and (iv) the product obtained by multiplying Eighteen Dollars and Fifty Cents ($18.50) by the number of qualified containers which are in excess of annual throughput number-C loaded onto or discharged from vessels berthing at the premises during the annual period;

(21) for the twenty-first annual period, the total of (i) the product obtained by multiplying Seventy-six Dollars and No Cents ($76.00) by the number of qualified containers which are not in excess of annual throughput number-A loaded onto or discharged from vessels berthing at the premises during the annual period, (ii) the product obtained by multiplying Fifty-two Dollars and No Cents ($52.00) by the number of qualified containers which are in excess of annual throughput number-A but not in excess of annual throughput number-B loaded onto or discharged from vessels berthing at the premises during the annual period, (iii) the product obtained by multiplying Thirty-eight Dollars and No Cents ($38.00) by the number of qualified containers which are in excess of annual throughput number-B but not in excess of annual throughput number-C loaded onto or discharged from vessels berthing at the premises during the annual period, and (iv) the product obtained by multiplying

Nineteen Dollars and No Cents ($19.00) by the number of qualified containers which are in excess of annual throughput number-C loaded onto or discharged from vessels berthing at the premises during the annual period;

(22) for the twenty-second annual period, the total of (i) the product obtained by multiplying Seventy-eight Dollars and No Cents ($78.00) by the number of qualified containers which are not in excess of annual throughput number-A loaded onto or discharged from vessels berthing at the premises during the annual period, (ii) the product obtained by multiplying Fifty-four Dollars and No Cents ($54.00) by the number of qualified containers which are in excess of annual throughput number-A but not in excess of annual throughput number-B loaded onto or discharged from vessels berthing at the premises during the annual period, (iii) the product obtained by multiplying Thirty-nine Dollars and No Cents ($39.00) by the number of qualified containers which are in excess of annual throughput number-B but not in excess of annual throughput number-C loaded onto or discharged from vessels berthing at the premises during the annual period, and (iv) the product obtained by multiplying Nineteen Dollars and Fifty Cents ($19.50) by the number of qualified containers which are in excess of annual throughput number-C loaded onto or discharged from vessels berthing at the premises during the annual period;

(23) for the twenty-third annual period, the total of (i) the product obtained by multiplying Eighty Dollars and No Cents ($80.00) by the number of qualified containers which are not in excess of annual throughput number-A loaded onto or discharged from vessels berthing at the premises during the annual period, (ii) the product obtained by multiplying Fifty-six Dollars and No Cents ($56.00) by the number of qualified containers which are in excess of annual throughput number-A but not in excess of annual throughput number-B loaded onto or discharged from vessels berthing at the premises during the annual period, (iii) the product obtained by multiplying Forty Dollars and No Cents ($40.00) by the number of qualified containers which are in excess of annual throughput number-B but not in excess of annual throughput number-C loaded onto or discharged from vessels berthing at the premises during the annual period, and (iv) the product obtained by multiplying Twenty Dollars and No Cents ($20.00) by the number of qualified containers which are in excess of annual throughput number-C loaded onto or discharged from vessels berthing at the premises during the annual period;

(24) for the twenty-fourth annual period, the total of (i) the product obtained by multiplying Eighty-two Dollars and No Cents ($82.00) by the number of qualified containers which are not in excess of annual throughput number-A loaded onto or discharged from vessels berthing at the premises during the

annual period, (ii) the product obtained by multiplying Fifty-eight Dollars and No Cents ($58.00) by the number of qualified containers which are in excess of annual throughput number-A but not in excess of annual throughput number-B loaded onto or discharged from vessels berthing at the premises during the annual period, (iii) the product obtained by multiplying Forty-one Dollars and No Cents ($41.00) by the number of qualified containers which are in excess of annual throughput number-B but not in excess of annual throughput number-C loaded onto or discharged from vessels berthing at the premises during the annual period, and (iv) the product obtained by multiplying Twenty Dollars and Fifty Cents ($20.50) by the number of qualified containers which are in excess of annual throughput number-C loaded onto or discharged from vessels berthing at the premises during the annual period;

(25) for the twenty-fifth annual period, the total of (i) the product obtained by multiplying Eighty-four Dollars and No Cents ($84.00) by the number of qualified containers which are not in excess of annual throughput number-A loaded onto or discharged from vessels berthing at the premises during the annual period, (ii) the product obtained by multiplying Sixty Dollars and No Cents ($60.00) by the number of qualified containers which are in excess of annual throughput number-A but not in excess of annual throughput number-B loaded onto or discharged from vessels berthing at the premises during the annual period, (iii) the product obtained by multiplying Forty-two Dollars and No Cents ($42.00) by the number of qualified containers which are in excess of annual throughput number-B but not in excess of annual throughput number-C loaded onto or discharged from vessels berthing at the premises during the annual period, and (iv) the product obtained by multiplying Twenty-one Dollars and No Cents ($21.00) by the number of qualified containers which are in excess of annual throughput number-C loaded onto or discharged from vessels berthing at the premises during the annual period.

(c) The computation of container throughput rental for each annual period, or a portion of an annual period, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment of the container throughput rental, and the method of calculation thereof, shall be as set forth in paragraph (f) of this Section. The container throughput rental shall be payable on a monthly basis, as set forth in paragraph (f) of this Section, based on the number of qualified containers loaded onto or discharged from vessels berthing at the premises during the month. The annual throughput numbers shall be prorated for purposes of the monthly calculation of the container throughput rental in accordance with the provisions of paragraph (f) of this Section.

(d) The Lessee shall pay to the Port Authority a non-container cargo throughput rental (hereinafter called "the non-container throughput rental") with respect to non-container cargo and treated rubble for the annual period in which the Full Rental Payment Start Date shall occur and for each subsequent annual period to occur during the term of the letting equal to the total of (i) the product obtained by multiplying the total number of revenue tons of non-container cargo loaded onto or discharged from vessels berthing at the premises during the annual period by the respective wharfage charge for such cargo set forth in the Port Authority tariff for Port Authority Marine Terminals published in FMC Schedule PA-10 (or any successor tariff) as such charges may be amended from time to time during the term of the letting; and (ii) the product obtained by multiplying the total number of revenue tons of treated rubble loaded onto vessels berthing at the premises during the annual period by Fifty Cents ($0.50). The non-container throughput rental shall be payable on a monthly basis, as set forth in paragraph (f) of this Section, based on the number of revenue tons of non-container cargo loaded onto or discharged from vessels berthing at the premises during the month and the number of revenue tons of treated rubble loaded onto vessels berthing at the premises during the month.

(e) Notwithstanding the provisions of paragraph (b) and paragraph (d) of this Section, the Lessee shall pay to the Port Authority a minimum container and non-container throughput rental (hereinafter called "the minimum container and non-container throughput rental") for the annual period in which the Full Rental Payment Start Date shall occur and for each subsequent annual period to occur during the term of the letting as follows: (1) at the annual rate of One Million Dollars and No Cents ($1,000,000.00) for the first annual period; (2) at the annual rate of One Million Five Hundred Thousand Dollars and No Cents ($1,500,000.00) for the second annual period; (3) at the annual rate of Two Million Five Hundred Thousand Dollars and No Cents ($2,500,000.00) for the third annual period; (4) at the annual rate of Three Million Five Hundred Thousand Dollars and No Cents ($3,500,000.00) for the fourth annual period; (5) at the annual rate of Three Million Seven Hundred Thousand Dollars and No Cents ($3,700,000.00) for the fifth annual period; (6) at the annual rate of Three Million Nine Hundred Thousand Dollars and No Cents ($3,900,000.00) for the sixth annual period; (7) at the annual rate of Four Million One Hundred Thousand Dollars and No Cents ($4,100,000.00) for the seventh annual period; (8) at the annual rate of Four Million Three Hundred Thousand Dollars and No Cents ($4,300,000.00) for the eighth annual period; (9) at the annual rate of Four Million Five Hundred Thousand Dollars and No Cents ($4,500,000.00) for the ninth annual period; (10) at the annual rate of Four Million Seven Hundred Thousand Dollars and No Cents ($4,700,000.00) for the tenth annual period; (11) at the annual rate of Four Million Nine Hundred Thousand Dollars and No

Cents ($4,900,000.00) for the eleventh annual period; (12) at the annual rate of Five Million One Hundred Thousand Dollars and No Cents ($5,100,000.00) for the twelfth annual period; (13) at the annual rate of Five Million Three Hundred Thousand Dollars and No Cents ($5,300,000.00) for the thirteenth annual period; (14) at the annual rate of Five Million Five Hundred Thousand Dollars and No Cents ($5,500,000.00) for the fourteenth annual period; (15) at the annual rate of Five Million Seven Hundred Thousand Dollars and No Cents ($5,700,000.00) for the fifteenth annual period; (16) at the annual rate of Five Million Nine Hundred Thousand Dollars and No Cents ($5,900,000.00) for the sixteenth annual period; (17) at the annual rate of Six Million One Hundred Thousand Dollars and No Cents ($6,100,000.00) for the seventeenth annual period; (18) at the annual rate of Six Million Three Hundred Thousand Dollars and No Cents ($6,300,000.00) for the eighteenth annual period; (19) at the annual rate of Six Million Five Hundred Thousand Dollars and No Cents ($6,500,000.00) for the nineteenth annual period; (20) at the annual rate of Six Million Seven Hundred Thousand Dollars and No Cents ($6,700,000.00) for the twentieth annual period; (21) at the annual rate of Six Million Nine Hundred Thousand Dollars and No Cents ($6,900,000.00) for the twenty-first annual period; (22) at the annual rate of Seven Million One Hundred Thousand Dollars and No Cents ($7,100,000.00) for the twenty-second annual period; (23) at the annual rate of Seven Million Three Hundred Thousand Dollars and No Cents ($7,300,000.00) for the twenty-third annual period; (24) at the annual rate of Seven Million Five Hundred Thousand Dollars and No Cents ($7,500,000.00) for the twenty-fourth annual period; and (25) at the annual rate of Seven Million Seven Hundred Thousand Dollars and No Cents ($7,700,000.00) for the twenty-fifth annual period. The minimum container and non-container throughput rental shall be payable during each annual period in equal monthly installments (except as the first such payment on the Full Rental Payment Start Date may be prorated) on the first day of each calendar month during the annual period as set forth in paragraph (f) of this Section.

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(f) The Lessee shall pay the container throughput rental, the non-container throughput rental, and the minimum container and non-container throughput rental as follows: on the Full Rental Payment Start Date and on the first day of each calendar month thereafter occurring during the annual period in which the Full Rental Payment Start Date shall occur and each subsequent annual period to occur during the term of the letting, the Lessee shall pay to the Port Authority the following sums (which sums are hereinafter, as the context requires, individually called "the minimum monthly usage payment"): (1) Eighty-three Thousand Three Hundred Thirty-three Dollars and Thirty-four Cents ($83,333.34) for each month to occur during the first annual period; (2) One Hundred Twenty-five Thousand Dollars and No Cents ($125,000.00) for each month to occur during the second annual period; (3) Two Hundred Eight Thousand Three

Hundred Thirty-three Dollars and Thirty-four Cents ($208,333.34) for each month to occur during the third annual period; (4) Two Hundred Ninety-one Thousand Six Hundred Sixty-six Dollars and Sixty-seven Cents ($291,666.67) for each morth to occur during the fourth annual period; (5) Three Hundred Eight Thousand Three Hundred Thirty-three Dollars and Thirty-four Cents ($308,333.34) for each month to occur during the fifth annual period; (6) Three Hundred Twenty-five Thousand Dollars and No Cents ($325,000.00) for each month to occur during the sixth annual period; (7) Three Hundred Forty-one Thousand Six Hundred Sixty-six Dollars and Sixty-seven Cents ($341,666.67) for each month to occur during the seventh annual period; (8) Three Hundred Fifty-eight Thousand Three Hundred Thirty-three Dollars and Thirty-four Cents ($358,333.34) for each month to occur during the eighth annual period; (9) Three Hundred Seventy-five Thousand Dollars and No Cents ($375,000.00) for each month to occur during the ninth annual period; (10) Three Hundred Ninety-one Thousand Six Hundred Sixty-six Dollars and Sixty-seven Cents ($391,666.67) for each month to occur during the tenth annual period; (11) Four Hundred Eight Thousand Three Hundred Thirty-three Dollars and Thirty-four Cents ($408,333.34) for each month to occur during the eleventh annual period; (12) Four Hundred Twenty-five Thousand Dollars and No Cents ($425,000.00) for each month to occur during the twelfth annual period; (13) Four Hundred Forty-one Thousand Six Hundred Sixty-six Dollars and Sixty-seven Cents ($441,666.67) for each month to occur during the thirteenth annual period; (14) Four Hundred Fifty-eight Thousand Three Hundred Thirty-three Dollars and Thirty-four Cents ($458,333.34) for each month to occur during the fourteenth annual period; (15) Four Hundred Seventy-five Thousand Dollars and No Cents ($475,000.00) for each month to occur during the fifteenth annual period; (16) Four Hundred Ninety-one Thousand Six Hundred Sixty-six Dollars and Sixty-seven Cents ($491,666.67) for each month to occur during the sixteenth annual period; (17) Five Hundred Eight Thousand Three Hundred Thirty-three Dollars and Thirty-four Cents ($508,333.34) for each month to occur during the seventeenth annual period; (18) Five Hundred Twenty-five Thousand Dollars and No Cents ($525,000.00) for each month to occur during the eighteenth annual period; (19) Five Hundred Forty-one Thousand Six Hundred Sixty-six Dollars and Sixty-seven Cents ($541,666.67) for each month to occur during the nineteenth annual period; (20) Five Hundred Fifty-eight Thousand Three Hundred Thirty-three Dollars and Thirty-four Cents ($558,333.34) for each month to occur during the twentieth annual period; (21) Five Hundred Seventy-five Thousand Dollars and No Cents ($575,000.00) for each month to occur during the twenty-first annual period; (22) Five Hundred Ninety-one Thousand Six Hundred Sixty-six Dollars and Sixty-seven Cents ($591,666.67) for each month to occur during the twenty-second annual period; (23) Six Hundred Eight Thousand Three Hundred Thirty-three Dollars and Thirty-four Cents ($608,333.34) for each month to occur during the twenty-third annual period; (24) Six Hundred Twenty-five Thousand Dollars and

No Cents ($625,000.00) for each month to occur during the twenty-fourth annual period; and (25) Six Hundred Forty-one Thousand Six Hundred Sixty-six Dollars and Sixty-seven Cents ($641,666.67) for each month to occur during the twenty-fifth annual period; provided, however, that if the Full Rental Payment Start Date shall occur on a day other than the first day of a calendar month, the minimum monthly usage payment payable on the Full Rental Payment Start Date shall be the amount of the full monthly payment thereof for the month in which the Full Rental Payment Start Date shall occur prorated on a daily basis for the period from the Full Rental Payment Start Date to the end of the calendar month in which the Full Rental Payment Start Date shall occur.

On the 20th day of the first month following the month in which the Full Rental Payment Start Date shall occur, and on the 20th day of each and every month thereafter occurring during the annual period in which the Full Rental Payment Start Date shall occur and each subsequent annual period occurring during the term of the letting, including the month following the end of each such annual period, the Lessee shall render to the Port Authority a statement certified by a responsible officer of the Lessee showing the total number of qualified containers loaded onto or discharged from vessels berthing at the premises during the preceding month and the cumulative number of qualified containers loaded onto or discharged from vessels berthing at the premises from the date of the commencement of the annual period for which the report is made through the last day of the preceding month, the total number of revenue tons of non-container cargo loaded onto or discharged from vessels berthing at the premises during the preceding month and the total number of revenue tons of non-container cargo loaded onto or discharged from vessels berthing at the premises from the commencement of the annual period for which the report is made through the last day of the preceding month, and the total number of revenue tons of treated rubble loaded onto vessels berthing at the premises during the preceding month and the total number of revenue tons of treated rubble loaded onto vessels berthing at the premises from the commencement of the annual period for which the report is made through the last day of the preceding month; each monthly statement shall be accompanied by monthly vessel activity reports to substantiate the statement, showing the total number of qualified containers loaded onto or discharged from vessels berthing at the premises during the month for which the report is made, the total number of revenue tons of non-container cargo loaded onto or discharged from vessels berthing at the premises during the month for which the report is made, and the total number of revenue tons of treated rubble loaded onto vessels berthing at the premises during the month for which the report is made. Whenever any such statement shall show that the sum of (i) the container throughput rental for the month for which the report is made, calculated in accordance with the provisions of

paragraph (b) of this Section (for the purposes of which calculation each annual throughput number shall be prorated by dividing each annual throughput number by twelve (12)) and (ii) the non-container throughput rental for the month for which the report is made, calculated in accordance with the provisions of paragraph (d) of this Section, exceeds the minimum monthly usage payment previously made for such month by the Lessee, the Lessee shall pay at the time of rendering the statement an amount (hereinafter referred to as "the additional monthly usage payment") equal to such excess; provided, however, that the Lessee shall be allowed a credit against the additional monthly usage payment in an amount equal to the amount by which the aggregate of (i) the minimum monthly usage payments made by the Lessee during the annual period prior to the month for which the statement is made, and (ii) the aggregate of the additional monthly usage payments made by the Lessee during the annual period prior to the month for which the statement is made exceeds the aggregate of (i) the container throughput rental and (ii) the non-container throughput rental shown to be due by the monthly statements rendered during the annual period for the months preceding the month for which the statement is made. The statement rendered by the Lessee on the twentieth (20th) day of the month following the end of each annual period shall include, in addition to the information required to be set forth therein under the provisions of this paragraph, a final calculation of container throughput rental and non-container throughput rental for the annual period for which the statement is made. Such final calculation shall be made as follows: the container throughput rental and the non-container throughput rental shall be computed for the annual period for which the statement is made based on the total number of revenue tons of non-container cargo loaded onto or discharged from vessels berthing at the premises during said annual period, the total number of revenue tons of treated rubble loaded onto vessels berthing at the premises during said annual period, and the total number of qualified containers loaded onto or discharged from vessels berthing at the premises during said annual period, and for purposes of such calculation the container throughput rental shall be computed based on the applicable annual throughput numbers, as defined in paragraph (a) (2) of this Section, without proration, except to the extent as may be required with respect to the annual period in which the Full Rental Payment Start Date shall occur. In the event that the aggregate of the payments previously made by the Lessee for the annual period pursuant to the provisions of this Section, including any additional monthly usage payment required to be made at the time of rendering such statement for the last month of the annual period, is less than the aggregate of the container throughput rental and the non-container throughput rental for the annual period, then the Lessee shall pay the amount of such difference at the time of rendering such statement. In the event that the aggregate of said payments made by the Lessee exceeds the aggregate of the container throughput

rental and the non-container throughput rental, the Lessee shall be entitled to a credit to the extent of such excess against its rental obligations under this Section for the period following the annual period for which the statement is made.

(g) Upon any termination of the letting (even if stated to have the same effect as expiration), the Lessee shall within twenty (20) days after the effective date of such termination make a payment of the container throughput rental and the non-container throughput rental as follows: the Lessee shall within twenty (20) days after the effective date of termination render to the Port Authority a statement certified by a responsible officer of the Lessee setting forth the information and the final calculation of rentals required to be set forth in the statement rendered by the Lessee on the twentieth (20th) day of the month following the end of each annual period pursuant to the provisions of paragraph (f) of this Section, except that (i) the statement shall show the total number of qualified containers loaded onto or discharged from vessels berthing at the premises during the month in which the effective date of termination occurred and the cumulative number of qualified containers loaded onto or discharged from vessels berthing at the premises from the date of the commencement of the annual period in which the effective date of termination occurred through the effective date of termination, the total number of revenue tons of non-container cargo loaded onto or discharged from vessels berthing at the premises during the month in which the effective date of termination occurred and the total number of revenue tons of non-container cargo loaded onto or discharged from vessels berthing at the premises from the date of the commencement of the annual period in which the effective date of termination occurred through the effective date of termination, and the total number of revenue tons of treated rubble loaded onto vessels berthing at the premises during the month in which the effective date of termination occurred and the total number of revenue tons of treated rubble loaded onto vessels berthing at the premises from the date of the commencement of the annual period in which the effective date of termination occurred through the effective date of termination, and (ii) the final calculation of the container throughput rental and the non-container throughput rental shall be made for the period from the first day of the annual period in which the effective date of termination shall occur through the effective date of termination, and for purposes of such calculation the container throughput rental shall be computed based on the applicable annual throughput numbers prorated by multiplying each such annual throughput number by a fraction the numerator of which shall be the number of days in the period from the first day of the annual period in which the effective date of termination shall occur through the effective date of termination and the denominator of which shall be 365. Any amount of the container throughput rental and/or the non-container throughput rental determined to be owed to the Port Authority pursuant to

such final calculation shall be paid by the Lesser at the time of rendering the statement.

(h) The rental payable under this Section shall not be subject to abatement or suspension or reduction for any reason whatsoever, except as set forth in this Section or in Section 9 hereof.

(i) Notwithstanding any provision to the contrary in this Agreement, the Port Authority and the Lessee agree that in the event the Full Rental Payment Start Date shall occur subsequent to the Commencement Date, the rentals payable under this Section shall commence on the Full Rental Payment Start Date at the rates set forth in this Section for the annual period in which the Full Rental Payment Start Date shall occur. For example, if the Commencement Date shall occur on January 1, 1995 and if the Full Rental Payment Start Date shall occur on September 1, 1995, then for the period from September 1, 1995 through December 31, 1995, the Lessee shall pay the container throughput rental at the rates set forth in paragraph (b)(1) of this Section for the first annual period on qualified containers loaded onto or discharged from vessels berthing at the premises during the period from September 1, 1995 through December 31, 1995 (for which purpose each annual throughput number shall be prorated to reflect the partial year) and shall pay the minimum container and non-container throughput rental at the annual rate of One Million Dollars and No Cents ($1,000,000.00) as set forth in paragraph (e)(1) of this Section for the first annual period (for which purpose the minimum monthly usage payment of Eighty-three Thousand Three Hundred Thirty-three Dollars and Thirty-four Cents ($83,333.34) set forth in paragraph (f)(1) of this Section for each month to occur during the first annual period shall commence to be payable on September 1, 1995); thereafter the Lessee shall pay the rentals set forth in this Section during the period from January 1, 1996 through December 31, 2019 in accordance with the rates set forth in this Section for said period. Furthermore, in the example set forth in the immediately preceding sentence, the rentals set forth in this Section as payable for the portion of the first annual period from January 1, 1995 through August 31, 1995 would never be payable by the Lessee, since the rentals payable by the Lessee prior to September 1, 1995 would be those set forth in Section 3 hereof. For a second example, if the Commencement Date shall occur on January 1, 1995 and if the Full Rental Payment Start Date shall occur on March 1, 1996, then for the period from March 1, 1996 through December 31, 1996, the Lessee shall pay the container throughput rental at the rates set forth in paragraph (b)(2) of this Section for the second annual period on qualified containers loaded onto or discharged from vessels berthing at the premises during the period from March 1, 1996 through December 31, 1996 (for which purpose each annual throughput number shall be prorated to reflect the partial year) and shall pay the minimum

container and non-container throughput rental at the annual rate of One Million Five Hundred Thousand Dollars and No Cents ($1,500,000.00) as set forth in paragraph (e)(2) of this Section for the second annual period (for which purpose the minimum monthly usage payment of One Hundred Twenty-five Thousand Dollars and No Cents ($125,000.00) set forth in paragraph (f)(2) of this Section for each month to occur during the second annual period shall commence to be payable on March 1, 1996); thereafter the Lessee shall pay the rentals set forth in this Section during the period from January 1, 1997 through December 31, 2019 in accordance with the rates set forth in this Section for said period. Furthermore, in the example set forth in the immediately preceding sentence, the rentals set forth in this Section as payable for the entirety of the first annual period and for the portion of the second annual period from January 1, 1996 through February 29, 1996 would never be payable by the Lessee, since the rentals payable by the Lessee prior to March 1, 1996 would be those set forth in Section 3 hereof.

(j) In the event that the Commencement Date shall be the same date as the Full Rental Payment Start Date, and notwithstanding any provision to the contrary contained in this Section, the Lessee shall not be obligated to remit the additional monthly usage payment or payments, if any, for the first sixty (60) days following the Commencement Date at the time the Lessee renders to the Port Authority the first two or three (as the case may be) of the monthly statements required under paragraph (f) of this Section; provided, however, that any such additional monthly usage payment or payments that otherwise would have then been payable shall be factored into and made part of the final calculation of rentals owed under this Section for the first annual period and payable with the monthly statement required to be rendered by the Lessee to the Port Authority under said paragraph (f) on the 20th day of the month following the end of said annual period.

Section 5. Letting of Cranes

(a) Commencing on the Commencement Date, the Lessee shall lease from the Port Authority the following seven container cranes located on the Facility (which cranes are hereinafter sometimes collectively called "the cranes"): (1) Paceco Crane bearing Serial No. 1254; (2) Paceco Crane bearing Serial No. 1253; (3) IHI Crane bearing Serial No. 8855; (4) IHI Crane bearing Serial No. 8852; (5) IHI Crane bearing Serial No. 8853; (6) IHI Crane bearing Serial No. 8851; and (7) Peiner Crane bearing Serial No. 0101. The Lessee shall use any crane leased by it under this paragraph solely on the premises under this Agreement and only in connection with its operations on the premises as permitted by this Agreement, and for no other purpose or purposes whatsoever. The Lessee shall pay rental for the use of the cranes leased by it under this paragraph in accordance

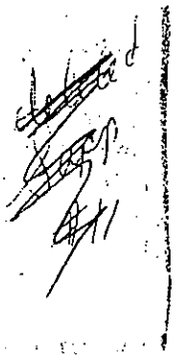
with the provisions of Section 6 of this Agreement and shall have the maintenance obligations with respect to the cranes leased by it under this paragraph as set forth in Section 45 of this Agreement. The term of the letting of any crane leased by the Lessee under this paragraph shall expire upon the expiration date of the term of the letting under this Agreement, subject to the termination rights of the Lessee set forth in paragraph (b) of this Section.

(b) The Lessee shall have the right to terminate the letting of the Peiner Crane bearing Serial No. 0101 effective on the last day of the seventh annual period to occur during the term of the letting or on the last day of any annual period to occur thereafter during the term of the letting, upon one (1) year's prior written noted to the Port Authority, and shall have the right to terminate the letting of any of the following cranes effective on the last day of the tenth annual period to occur during the term of the letting or on the last day of any annual period to occur thereafter during the term of the letting, upon one (1) year's prior written notice to the Port Authority: IHI Crane bearing Serial No. 8853, IHI Crane bearing Serial No. 8851, IHI Crane bearing Serial No. 8852 and IHI Crane bearing Serial No. 8855; provided, that, the Lessee shall not be under notice of default as to which any applicable period to cure has passed, or under notice of termination, from the Port Authority, either on the date of its giving of such notice to the Port Authority or the effective date thereof. Termination pursuant to the provisions of this paragraph shall have the same effect as if the effective date of termination stated in the notice were the date of expiration of the term of the letting of such crane under this Agreement. If the Lessee shall exercise its termination rights under this paragraph as to the letting of any crane, the Port Authority shall remove from the premises any such crane so terminated within one hundred eighty (180) days of the effective date of said termination; provided, that, the Port Authority has reached agreement with the City of New York under the Basic Lease, as hereinafter defined, with respect to the removal and disposition of such crane. In addition to any other rights of entry reserved to the Port Authority under this Agreement, the Port Authority reserves for itself, its employees, agents, representatives, contractors and subcontractors the right to enter the premises at any time and from time to time in order to so remove any cranes therefrom.

~~Section~~ 6. Crane Rental

(a) Except as specifically stated otherwise, for the purposes of this Section and for all other purposes under this Agreement the following terms shall have the respective meanings provided below:

(1) "Annual crane throughput number" shall mean each of the lettered annual crane throughput numbers, as the context requires, defined in the following subdivisions:



(i) "annual crane throughput number-A" shall mean the sum of ninety thousand (90,000);

(ii) "annual crane throughput number-B" shall mean the sum of one hundred fifty thousand (150,000);

(iii) "annual crane throughput number-C" shall mean the sum of one hundred seventy-five thousand (175,000); and

(iv) "annual crane throughput number-D" shall mean the sum of two hundred thousand (200,000).

Whenever reference is made to annual crane throughput numbers or any lettered annual crane throughput number, it shall mean the annual crane throughput number or any lettered annual crane throughput number, as the case may be, reduced by operation of the proration provisions hereof. Without limiting any other provision of this Agreement, in the event that the period from the Full Rental Payment Start Date through the last day of the annual period in which the Full Rental Payment Start Date shall occur is less than 365 days, the annual crane throughput numbers for the annual period in which the Full Rental Payment Start Date shall occur shall be prorated on a daily basis for the period from the Full Rental Payment Start Date through the last day of the annual period in which the Full Rental Payment Start Date shall occur; and in the event that the twenty-fifth annual period shall be a period that is greater or lesser than 365 days, the annual crane throughput numbers for said annual period shall be prorated on a daily basis based on the actual number of days in said annual period.

(2) For purposes of this Section, "crane or cranes" shall mean any container crane or cranes leased to the Lessee pursuant to the provisions of Section 5 of this Agreement.

(3) For purposes of the rental payable under this Section, "qualified containers" shall mean cargo containers loaded onto or discharged from vessels berthing at the premises (whether or not stuffed or stripped at the premises) by means of a crane, including without limitation cargo containers containing solely treated rubble, and any specialized cargo containers such as flatracks, and shall also be deemed to mean trailers, which are so loaded or discharged by cranes. Containers arriving on shipboard and departing on the same ship and the same voyage if unloaded by means of a crane from the ship at the premises and reloaded by means of a crane in the course of a restowing operation shall be deemed to have been both discharged from such

ship and loaded onto such ship in two discrete operations for purposes of the computation of the rental payable under this Section. Containers discharged by means of a crane from vessels berthing at the premises and loaded by means of a crane onto vessels berthing at the premises in the course of a transshipment operation shall be deemed to have been both discharged from such vessels and loaded onto such vessels in two discrete operations for purposes of the computation of the rental payable under this Section. Every container moved by means of a crane from one location to another location on the same ship in the course of a shifting operation shall be deemed to be one discrete operation for purposes of the computation of the rental payable under this Section and shall further be deemed to have been "loaded onto or discharged from vessels berthing at the premises" for the purposes of this Section.

(b) The Lessee shall pay to the Port Authority crane rental (hereinafter called the "crane rental") with respect to the leasing of cranes for the annual period in which the Full Rental Payment Start Date shall occur and for each subsequent annual period to occur during the term of the letting as follows: (1) for each of the first through the third annual periods, the product obtained by multiplying Seven Dollars and No Cents ($7.00) by the number of qualified containers which are in excess of annual crane throughput number-A loaded onto or discharged from vessels berthing at the premises during the respective annual period; (2) for the fourth annual period, the total of (i) the product obtained by multiplying Seven Dollars and No Cents ($7.00) by the number of qualified containers which are in excess of annual crane throughput number-A but not in excess of annual crane throughput number-B loaded onto or discharged from vessels berthing at the premises during the fourth annual period and (ii) the product obtained by multiplying Fourteen Dollars and No Cents ($14.00) by the number of qualified containers which are in excess of annual crane throughput number-B loaded onto or discharged from vessels berthing at the premises during the fourth annual period; (3) for the fifth annual period, the total of (i) the product obtained by multiplying Seven Dollars and No Cents ($7.00) by the number of qualified containers which are in excess of annual crane throughput number-A but not in excess of annual crane throughput number-B loaded onto or discharged from vessels berthing at the premises during the fifth annual period; (ii) the product obtained by multiplying Fourteen Dollars and No Cents ($14.00) by the number of qualified containers which are in excess of annual crane throughput number-B but not in excess of annual crane throughput number-C loaded onto or discharged from vessels berthing at the premises during the fifth annual period; and (iii) the product obtained by multiplying Twenty-one Dollars and No Cents ($21.00) by the number of qualified containers which are in excess of annual crane throughput number-C loaded onto or discharged from vessels berthing at the premises during the fifth annual period; and (4) for each of the sixth through the twenty-

fifth annual periods, the total of (i) the product obtained by multiplying Seven Dollars and No Cents ($7.00) by the number of qualified containers which are in excess of annual crane throughput number-A but not in excess of annual crane throughput number-B loaded onto or discharged from vessels berthing at the premises during the respective annual period; (ii) the product obtained by multiplying Fourteen Dollars and No Cents ($14.00) by the number of qualified containers which are in excess of annual crane throughput number-B but not in excess of annual crane throughput number-C loaded onto or discharged from vessels berthing at the premises during the respective annual period; (iii) the product obtained by multiplying Twenty-one Dollars and No Cents ($21.00) by the number of qualified containers which are in excess of annual crane throughput number-C but not in excess of annual crane throughput number-D loaded onto or discharged from vessels berthing at the premises during the respective annual period; and (iv) the product obtained by multiplying Twenty-eight Dollars and No Cents ($28.00) by the number of qualified containers which are in excess of annual crane throughput number-D loaded into or discharged from vessels berthing at the premises during the respective annual period.

Notwithstanding the provisions of the immediately preceding sentence, and without otherwise limiting the generality thereof, the Lessee shall pay to the Port Authority a minimum crane rental (hereinafter called "the minimum crane rental") for the annual period in which the Full Rental Payment Start Date shall occur and for each subsequent annual period to occur during the term of the letting at the following annual rates: (1) at the annual rate of One Hundred Seventy-five Thousand Dollars and No Cents ($175,000.00) during each of the first through the third annual periods; (2) at the annual rate of Three Hundred Fifty Thousand Dollars and No Cents ($350,000.00) during the fourth annual period; (3) at the annual rate of Five Hundred Twenty-five Thousand Dollars and No Cents ($525,000.00) during the fifth annual period; and (4) at the annual rate of Seven Hundred Thousand Dollars and No Cents ($700,000.00) during each of the sixth through the twenty-fifth annual periods. The minimum crane rental shall be payable during each annual period in equal monthly installments (except as the first such payment on the Full Rental Payment Start Date may be prorated) on the first day of each calendar month during the annual period as set forth in paragraph (c) of this Section.

The computation of crane rental for each annual period, or a portion of an annual period, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment of the crane rental and the minimum crane rental, and the method of calculation thereof, shall be as set forth in paragraph (c) of this Section. The crane rental shall be payable on a monthly basis, as set forth in paragraph (c) of this Section, based on the number of

qualified containers loaded onto or discharged from vessels berthing at the premises during the month. The annual crane throughput numbers shall be prorated for purposes of the monthly calculation of the crane rental in accordance with the provisions of paragraph (c) of this Section.

(c) The Lessee shall pay the crane rental and the minimum crane rental as follows: on the Full Rental Payment Start Date and on the first day of each calendar month thereafter occurring during the annual period in which the Full Rental Payment Start Date shall occur and each subsequent annual period to occur during the term of the letting, the Lessee shall pay to the Port Authority the following sums (which sums are hereinafter, as the context requires, individually called "the minimum monthly crane rental payment"): (1) Fourteen Thousand Five Hundred Eighty-three Dollars and Thirty-four Cents ($14,583.34) for each month to occur during the first through the third annual periods; (2) Twenty-nine Thousand One Hundred Sixty-six Dollars and Sixty-seven Cents ($29,166.67) for each month to occur during the fourth annual period; (3) Forty-three Thousand Seven Hundred Fifty Dollars and No Cents ($43,750.00) for each month to occur during the fifth annual period; and (4) Fifty-eight Thousand Three Hundred Thirty-three Dollars and Thirty-four Cents ($58,333.34) for each month to occur during the sixth through the twenty-fifth annual periods; provided, however, that if the Full Rental Payment Start Date shall occur on a day other than the first day of a calendar month, the minimum monthly crane rental payment payable on the Full Rental Payment Start Date shall be the amount of the full monthly payment thereof for the month in which the Full Rental Payment Start Date shall occur prorated on a daily basis for the period from the Full Rental Payment Start Date to the end of the calendar month in which the Full Rental Payment Start Date shall occur.

On the 20th day of the first month following the month in which the Full Rental Payment Start Date shall occur, and on the 20th day of each and every month thereafter occurring during the annual period in which the Full Rental Payment Start Date shall occur and each subsequent annual period occurring during the term of the letting, including the month following the end of each such annual period, the Lessee shall render to the Port Authority a statement certified by a responsible officer of the Lessee showing the total number of qualified containers loaded onto or discharged from vessels berthing at the premises during the preceding month and the cumulative number of qualified containers loaded onto or discharged from vessels berthing at the premises from the date of the commencement of the annual period for which the report is made through the last day of the preceding month; each monthly statement shall be accompanied by monthly vessel activity reports to substantiate the statement, showing the total number of qualified containers loaded onto or discharged from vessels berthing at the premises during the month

for which the report is made. Whenever any such statement shall show that the crane rental for the month for which the report is made, calculated in accordance with the provisions of paragraph (b) of this Section (for the purposes of which calculation each annual crane throughput number shall be prorated by dividing each annual crane throughput number by twelve (12)) exceeds the minimum monthly crane rental payment previously made for such month by the Lessee, the Lessee shall pay at the time of rendering the statement an amount (hereinafter referred to as "the additional monthly crane rental payment") equal to such excess; provided, however, that the Lessee shall be allowed a credit against the additional monthly crane rental payment in an amount equal to the amount by which the aggregate of (i) the minimum monthly crane rental payments made by the Lessee during the annual period prior to the month for which the statement is made, and (ii) the aggregate of the additional monthly crane rental payments made by the Lessee during the annual period prior to the month for which the statement is made exceeds the crane rental shown to be due by the monthly statements rendered during the annual period for the months preceding the month for which the statement is made. The statement rendered by the Lessee on the twentieth (20th) day of the month following the end of each annual period shall include, in addition to the information required to be set forth therein under the provisions of this paragraph, a final calculation of the crane rental for the annual period for which the statement is made. Such final calculation shall be made as follows: the crane rental, as defined in paragraph (b) of this Section, shall be computed for the annual period for which the statement is made based on the total number of qualified containers loaded onto or discharged from vessels berthing at the premises during said annual period, and for purposes of such calculation the crane rental shall be computed based on the applicable annual crane throughout numbers as defined in paragraph (a) (1) of this Section, without proration, except to the extent as may be required with respect to the annual period in which the Full Rental Payment Start Date shall occur. In the event that the aggregate of the payments previously made by the Lessee for the annual period pursuant to the provisions of this Section, including any additional monthly crane rental payment required to be made at the time of rendering such statement for the last month of the annual period, is less than the aggregate of the crane rental for the annual period, then the Lessee shall pay the amount of such difference at the time of rendering such statement. In the event that the aggregate of said payments made by the Lessee exceeds the aggregate of the crane rental, the Lessee shall be entitled to a credit to the extent of such excess against its crane rental obligations under this Section for the period following the annual period for which the statement is made.

(d) In the event that the Lessee shall terminate the letting of any crane pursuant to the provisions of paragraph (b)

of Section 5 hereof, the crane rental, the minimum crane rental, and the minimum monthly crane rental payment shall be reduced as follows: (1) for each annual period following the annual period in which the letting of one crane is so terminated, the aforesaid rentals shall be payable at the rates set forth in this Section for the fifth annual period; (2) for each annual period following the annual period in which the letting of two cranes is so terminated, the aforesaid rentals shall be payable at the rates set forth in this Section for the fourth annual period; and (3) for each annual period following the annual period in which the letting of three cranes is so terminated, the aforesaid rentals shall be payable at the rates set forth in this Section for the first through the third annual periods.

(e) Upon any termination of the letting (even if stated to have the same effect as expiration), the Lessee shall within twenty (20) days after the effective date of such termination make a payment of the crane rental as follows: the Lessee shall within twenty (20) days after the effective date of termination render to the Port Authority a statement certified by a responsible officer of the Lessee setting forth the information and the final calculation of the crane rental required to be set forth in the statement rendered by the Lessee on the twentieth (20th) day of the month following the end of each annual period pursuant to the provisions of paragraph (c) of this Section, except that (i) the statement shall show the total number of qualified containers loaded onto or discharged from vessels berthing at the premises during the month in which the effective date of termination occurred and the cumulative number of qualified containers loaded onto or discharged from vessels berthing at the premises from the date of the commencement of the annual period in which the effective date of termination occurred through the effective date of termination, and (ii) the final calculation of the crane rental shall be made for the period from the first day of the annual period in which the effective date of termination shall occur through the effective date of termination, and for purposes of such calculation the crane rental shall be computed based on the applicable annual crane throughput numbers prorated by multiplying each such annual crane throughput number by a fraction the numerator of which shall be the number of days in the period from the first day of the annual period in which the effective date of termination shall occur through the effective date of termination and the denominator of which shall be 365. Any amount of the crane rental determined to be owed to the Port Authority pursuant to such final calculation shall be paid by the Lessee at the time of rendering the statement.

(f) Except as set forth in this Section and in Section 9 hereof, the rental payable under this Section shall not be subject to abatement or suspension or reduction for any reason whatsoever.

(g) Notwithstanding any provision to the contrary in this Agreement, the Port Authority and the Lessee agree that in the event the Full Rental Payment Start Date shall occur subsequent to the Commencement Date, the rentals payable under this Section shall commence on the Full Rental Payment Start Date at the rates set forth in this Section for the annual period in which the Full Rental Payment Start Date shall occur. For example, if the Commencement Date shall occur on January 1, 1995 and if the Full Rental Payment Start Date shall occur on March 1, 1996, then for the period from March 1, 1996 through December 31, 1996, the Lessee shall pay the crane rental at the rates set forth in paragraph (b) of this Section for the second annual period on qualified containers loaded onto or discharged from vessels berthing at the premises during the period from March 1, 1996 through December 31, 1996 (for which purpose each annual crane throughput number shall be prorated to reflect the partial year) and shall pay the minimum crane rental at the annual rate of One Hundred Seventy-five Thousand Dollars and No Cents ($175,000.00) as set forth in paragraph (b) of this Section for the second annual period (for which purpose the minimum monthly crane rental payment of Fourteen Thousand Five Hundred Eighty-three Dollars and Thirty-four Cents ($14,583.34) set forth in paragraph (c) of this Section for each month to occur during the second annual period shall commence to be payable on March 1, 1996); thereafter the Lessee shall pay the rentals set forth in this Section during the period from January 1, 1997 through December 31, 2019 in accordance with the rates set forth in this Section for said period. Furthermore, in the example set forth in the immediately preceding sentence, the rentals set forth in this Section as payable for the entirety of the first annual period and for the portion of the second annual period from January 1, 1996 through February 29, 1996 would never be payable by the Lessee, since the rentals payable by the Lessee prior to March 1, 1996 would be those set forth in Section 3 hereof, which Section does not provide for a specific rental with respect to cranes.

(h) In the event that the Commencement Date shall be the same date as the Full Rental Payment Start Date, and notwithstanding any provision to the contrary contained in this Section, the Lessee shall not be obligated to remit the additional monthly crane rental payment or payments, if any, for the first sixty (60) days following the Commencement Date at the time the Lessee renders to the Port Authority the first two or three (as the case may be) of the monthly statements required under paragraph (c) of this Section; provided, however, that any such additional monthly crane rental payment or payments that otherwise would have then been payable shall be factored into and made part of the final calculation of rentals owed under this Section for the first annual period and payable with the monthly statement required to be rendered by the Lessee to the Port

Authority under said paragraph (c) on the 20th day of the month following the end of said annual period.

Section 7. Storage Charges

In addition to all other amounts payable by the Lessee to the Port Authority under this Agreement, the Lessee shall pay to the Port Authority a storage charge (hereinafter called the "storage charge") equal to the amount of wharf demurrage set forth in the Port Authority tariff for Port Authority Marine Terminals published in FMC Schedule PA-10 (or any successor tariff) as such wharf demurrage and the method of calculation thereof may be amended from time to time. The storage charge shall be payable in the same amount, time and manner as wharf demurrage would be payable to the Port Authority if the Terminal were a public berth and the Lessee's operations and those of its customers were subject to the provisions of the aforesaid tariff regarding wharf demurrage. Notwithstanding any other provision of this Agreement, any storage charge paid by the Lessee to the Port Authority shall be deemed to be non-container throughput rental for the month in which it is received by the Port Authority for purposes of calculating the rentals payable under Section 3 and Section 4 hereof. The provisions of this Section shall not apply to any cargo container defined as a qualified container in Section 3(a)(5), Section 4(a)(3), or Section 6(a)(3) hereof.

Section 8. Rights of User

(a) The Lessee shall use the premises for the following purposes only, and for no other purpose whatsoever: (i) the loading and unloading of cargo, ships' stores, supplies, gear and passengers and their baggage on or from seagoing vessels and other craft permitted to be berthed in the berthing area; (ii) the receipt, handling, and storage incidental to the transportation of cargo (whether or not in cargo containers) transported or to be transported by seagoing vessels permitted to be berthed in the berthing area, and of ships' stores, supplies and gear for such vessels; (iii) the parking of motor vehicles and of trailers and semi-trailers owned or operated by the Lessee or by the employees of the Lessee or by persons doing business with it at the Facility for the purposes set forth in this Section; and (iv) the storage and repair of cargo containers, other cargo-handling equipment, and necessary amounts of dunnage used in the operations of the Lessee under this Agreement.

(b) The Lessee shall have the right to berth in the berthing area seagoing vessels for which the Lessee acts as stevedore or terminal operator, and operated by persons, firms or corporations which shall have the prior and continuing consent of the Port Authority, to be granted, withheld, and withdrawn in the sole discretion of the Port Authority, carrying or about to carry

general cargo, and tugboats, barges, lighters and other harbor craft serving such seagoing vessels, for loading or discharge of cargo, ships' stores, supplies, gear and passengers and their baggage. Such loading and discharge from seagoing vessels may be accomplished in the berthing area through the medium of barges, lighters, and other harbor craft moored inshore or offshore. Seagoing vessels may not use the berthing area which are engaged primarily in carrying more than three hundred twenty (320) persons as passengers, on voyages extending for not less than twenty-four (24) hours. The Lessee shall have the exclusive right to collect dockage and wharf usage charges from seagoing vessels and all other craft, subject to all the terms and provisions of this Agreement. The Lessee shall not use or permit the use of the berthing area except as hereinabove provided.

(c) The Lessee understands and agrees that any passenger-related operations permitted under paragraph (a) or paragraph (b) of this Section shall be incidental to the other operations permitted hereunder.

Section 9. Lessee's Construction Work

(a) The Lessee understands that construction and installation work is required in order to prepare the premises for its occupancy and operations, and the Lessee agrees to and shall perform the following work to prepare the premises for the Lessee's operations therein (which work is hereinafter called "the Lessee's construction work" and each specific item of which, as hereinafter defined in this paragraph, is hereinafter sometimes called the "specific work item"): (1) the repair and replacement of the siding of the building (hereinafter called "the LCL Shed") shown on Exhibit A (which portion of the Lessee's construction work is hereinafter called "the siding work"); (2) the repair of the deep freeze unit located in the LCL Shed (which portion of the Lessee's construction work is hereinafter called "the deep freeze unit work"); (3) paint striping at the Terminal (which portion of the Lessee's construction work is hereinafter called "the striping work") (4) the installation of four fuel tanks and four fuel pumps to be located near the Administration Building (which portion of the Lessee's construction work is hereinafter called "the tank and pump work"); (5) the painting of the seven cranes let under Section 5 hereof (which portion of the Lessee's construction work is hereinafter called "the crane painting work"); (6) the removal and steam-cleaning, lubrication and adjustment of seven spreaders on said cranes and two spare spreaders for said cranes (which portion of the Lessee's construction work is hereinafter called "the spreader servicing work"); (7) the tuning-up of each of said cranes (which portion of the Lessee's construction work is hereinafter called "the crane tune-up work"); (8) the performance of full preventive maintenance service on each of said cranes prior to the initial start-up of each of said cranes (which portion of the Lessee's

construction work is hereinafter called "the crane preventive maintenance work"); (9) the preparation of the cab on each of said cranes for stevedoring operations (which portion of the Lessee's construction work is hereinafter called "the crane cab preparation work"); (10) the supplying and installation of new main hoist wire ropes on each of said cranes (which portion of the Lessee's construction work is hereinafter called "the reeving work"); (11) the re-setting of the limit switches after completion of the reeving work (which portion of the Lessee's construction work is hereinafter called "the switch re-setting work"); (12) the replacement of bulbs and ballast throughout the superstructure of each crane as required for night stevedoring operations (which portion of the Lessee's construction work is hereinafter called "the bulb and ballast work"); (13) the furnishing and installation of trolley wheels on IHI crane bearing Serial No. 8855, IHI crane bearing Serial No. 8852, IHI crane bearing Serial No. 8853, and IHI crane bearing Serial No. 8851 (which portion of the Lessee's construction work is hereinafter called "the trolley wheel work"); (14) the installation of a new boom hinge pin on IHI crane bearing Serial No. 8852 (which portion of the Lessee's construction work is hereinafter called "the boom hinge pin work"); (15) the repair of a boom latch mechanism on the Peiner crane bearing Serial No. 0101 (which portion of the Lessee's construction work is hereinafter called "the boom latch mechanism work"); and (16) the installation in the area so designated and shown on Exhibit A of forty-eight outlets for electrically refrigerated containers, including the connection of said outlets to an existing transformer and any modification of or addition to said transformer required on account of said connection of said outlets (which portion of the Lessee's construction work is hereinafter called "the reefer outlet work"). The Lessee shall be entitled to rental credits on account of the performance of the Lessee's construction work as set forth in paragraph (q) of this Section.

(b) With respect to the Lessee's construction work the Lessee shall be the insurer of the Port Authority, and its Commissioners, officers, agents and employees against the following distinct and several risks, whether they arise from acts or omissions of the Lessee, any contractors of the Lessee, the Port Authority, third persons, or from acts of God or the public enemy, or otherwise, excepting only risks which result solely from affirmative wilful acts done by the Port Authority subsequent to commencement of the work:

(i) The risk of loss or damage to all such construction prior to the completion thereof. In the event of such loss or damage, the Lessee shall forthwith repair, replace and make good the work without cost to the Port Authority;

(ii) The risk of death, injury or damage, direct or consequential, to the Port Authority, and its Commissioners, officers, agents and employees, and to its or their property, arising out of or in connection with the performance of the work. The Lessee shall indemnify the Port Authority, and its Commissioners, officers, agents and employees, for all such injuries and damages, and for all loss suffered by reason thereof;

(iii) The risk of claims and demands, just or unjust, by third persons against the Port Authority, and its Commissioners, officers, agents and employees, arising or alleged to arise out of the performance of the work. The Lessee shall indemnify the Port Authority, and its Commissioners, officers, agents and employees, against and from all such claims and demands, and for all loss and expense incurred by it and by them in the defense, settlement or satisfaction thereof including without limitation thereto, claims and demands for death, for personal injury or for property damage, direct or consequential.

(c) Prior to the commencement of any of the Lessee's construction work, the Lessee shall submit to the Port Authority for its approval a Construction Application in the form supplied by the Port Authority, and containing such terms and conditions as the Port Authority may include, setting forth in detail by appropriate plans and specifications the work the Lessee proposes to perform and the manner of and time periods for performing the same, including without limitation a schedule listing each contract proposed to be entered into for the performance of the work and the estimated cost of the work to be performed under each such contract. The data to be supplied by the Lessee shall identify each of the items constituting the Lessee's construction work, and shall describe in detail the systems, improvements, fixtures and equipment to be installed by the Lessee. The Lessee shall be responsible at its sole expense for retaining all architectural, engineering and other technical consultants and services as may be directed by the Port Authority and for developing, completing and submitting detailed plans and specifications for the work. The plans and specifications to be submitted by the Lessee shall be in sufficient detail for a contractor to perform the work and shall bear the seal of a qualified architect or professional engineer who shall be responsible for the administration of the work in accordance with the Port Authority's requirements. In connection with review by the Port Authority of the Lessee's submissions under this Section, the Lessee shall submit to the Port Authority, at the Port Authority's request, such additional data, detail or information as the Port Authority may find necessary. Following the Port Authority's receipt of the Lessee's Construction

Application and complete plans and specifications, the Port Authority shall give its written approval or rejection thereof, or shall request such revisions or modifications thereto as the Port Authority may find necessary. The Lessee shall not engage any contractor or permit the use of any subcontractor unless and until each such contractor or subcontractor, and the contract such contractor is operating under, have been approved by the Port Authority. The Lessee shall include in any such contract or subcontract such provisions as are required in accordance with the provisions of this Agreement and the Construction Application approved by the Port Authority. The Lessee shall obtain and maintain or cause each contractor to obtain and maintain in force such insurance coverage as is described in paragraphs (j) and (k) of this Section and such performance bonds as the Port Authority may specify. All of the Lessee's construction work shall be performed by the Lessee in accordance with the Construction Application and final plans and specifications approved by the Port Authority, shall be subject to inspection by the Port Authority during the progress of the work and after the completion thereof, and the Lessee shall redo or replace at its own expense any work not done in accordance therewith. Upon final completion of all of the Lessee's construction work the Lessee shall deliver to the Port Authority a certificate to such effect signed by a responsible officer of the Lessee and by the architect or engineer who sealed the Lessee's plans pursuant to the provisions of this paragraph certifying that all of the work has been performed in accordance with the approved plans and specifications and the provisions of this Agreement, and the Lessee shall supply the Port Authority with one (1) set of as-built drawings of the Lessee's construction work, which drawings shall be capable of being clearly and completely reproduced on a standard office reproduction machine. The Lessee shall keep said drawings current during the term of the letting under this Agreement. No changes or modifications to such work shall be made without prior Port Authority consent. Following its receipt of the Lessee's certificate, the Port Authority shall inspect the work and, unless such certification is not correct, or the Port Authority determines that the premises is unsuitable for occupancy and use by the Lessee, a certificate of final completion shall be delivered to the Lessee by the Port Authority.

(d) Except as set forth in paragraph (e) of this Section, the Lessee shall not commence any portion of the Lessee's construction work until the Construction Application and plans and specifications covering such work, referred to in paragraph (c) of this Section, have been finally approved by the Port Authority.

(e) If the Lessee desires to commence construction of portions of the Lessee's construction work prior to the approval by the Port Authority of the complete Construction Application

and plans and specifications covering all of such work pursuant to paragraph (c) of this Section, the Lessee shall submit to the Port Authority a separate Construction Application for each portion of the Lessee's construction work the Lessee so desires to commence (each such portion of the Lessee's construction work being hereinafter designated as "Partial Approval Work") which shall be executed by an authorized officer of the Lessee and shall be accompanied by final and complete plans, specifications, drawings, and data with respect to such portion of the Lessee's construction work (the final and complete plans, specifications, drawings, and data covering each such portion of the Lessee's construction work are hereinafter referred to as "the Partial Approval Work Plans" with respect to such portion of the Lessee's construction work) setting forth in detail the work to be performed in connection with each such portion of the Lessee's construction work. The Port Authority shall have full and complete discretion as to whether to permit the Lessee to proceed with the performance of any Partial Approval Work. If the Port Authority consents to the performance of any Partial Approval Work, the Port Authority shall review the Construction Application covering such work and shall give its written approval or rejection of the Partial Approval Work Plans with respect thereto or shall request such revisions or modifications thereto as the Port Authority may find necessary. Upon the Port Authority's approval of the Construction Application covering an item of Partial Approval Work and its approval of the Partial Approval Work Plans with respect thereto, the Lessee may proceed to perform such item of Partial Approval Work subject to and in accordance with the following terms and conditions:

(1) The performance by the Lessee of any item of Partial Approval Work in accordance with the Port Authority's approval will be at its sole risk and if for any reason the plans and specifications for the balance of the Lessee's construction work or, any part thereof, are not approved by the Port Authority or if the approval thereof calls for modifications or changes in any item of Partial Approval Work undertaken by the Lessee under any approval granted by the Port Authority pursuant to this paragraph, the Lessee will, as directed by the Port Authority, and at the Lessee's sole cost and expense, either restore the area affected to the condition existing prior to the commencement of such item of Partial Approval Work or make such modifications and changes to such work as may be required by the Port Authority.

(2) Nothing contained in any approval given pursuant to this paragraph shall constitute a determination or indication by the Port Authority that the Lessee has complied with any laws, rules, orders, ordinances, enactments, resolutions, regulations, statutes, requirements, codes, directions, and executive orders, including but not limited to those of the City of New York, which may pertain to the Partial Approval Work to be performed and

which the Lessee is required to comply with pursuant to this Agreement.

(3) Each item of Partial Approval Work shall be performed in accordance with and subject to the terms and provisions of this Agreement covering the Lessee's construction work and in accordance with the approved Construction Application covering such item of Partial Approval Work and in accordance with the approved Partial Approval Work Plans constituting a part of such Construction Application, and subject to any requirements, stipulations, and provisions which the Port Authority may impose in its approval of the performance of such item of Partial Approval Work.

(4) No Partial Approval Work performed by the Lessee pursuant to the provisions of this paragraph shall affect or limit the obligations of the Lessee under any prior approvals it may have obtained with respect to the Lessee's construction work.

(5) The fact that the Lessee has performed any item of Partial Approval Work and that the Port Authority has consented to the performance thereof shall not affect or limit the obligations of the Lessee under this Agreement with respect to the Lessee's construction work. The Lessee specifically understands that neither the Port Authority's approval of any Construction Application and Partial Approval Work Plans covering any item of Partial Approval Work nor the performance by the Lessee of any item of Partial Approval Work pursuant to such approval shall obligate the Port Authority to approve the Construction Application and plans and specifications submitted by the Lessee for the balance of the Lessee's construction work or shall create or be deemed to create any obligation on the part of the Port Authority to permit subsequent Partial Approval Work to be performed. Without limiting the generality of the provisions of this paragraph, it is specifically understood that the Port Authority may withhold its approval of a Construction Application and Partial Approval Work Plans covering any item of Partial Approval Work if the Port Authority determines that review of subsequent items of Partial Approval Work is required before the Port Authority can approve, reject, or comment upon such Partial Approval Work Plans.

(6) In the event that in the opinion of the Port Authority the Lessee at any time during the performance of any portion of any item of Partial Approval Work under the approval granted by the Port Authority pursuant to this paragraph shall fail to comply with all of the provisions of this Agreement with respect to such work or shall fail to comply with the provisions of the Construction Application covering such work and the plans and specifications forming a part thereof, or shall fail to comply with any requirements, stipulations, or provisions imposed by the Port Authority in its approval of the performance of such

item of Partial Approval Work, or if in the Port Authority's opinion the Lessee shall be in breach of any of the provisions of this Agreement covering such work or shall be in breach of any of the provisions of the Construction Application and plans and specifications covering the performance of such work, or shall be in breach of any requirements, stipulations, or provisions imposed by the Port Authority in its approval of the work, the Port Authority shall have the right to cause the Lessee to cease all or such part of such item of the Partial Approval Work as is being performed in violation of this Agreement, the Construction Application and plans and specifications, or the conditions of the Port Authority's approval. Upon written direction from the Port Authority, the Lessee shall promptly cease performance of the portion of the Partial Approval Work specified. The Lessee shall thereupon submit to the Port Authority for its written approval the Lessee's proposal for making modifications, corrections or changes in or to the item of Partial Approval Work that has been or is to be performed so that the same will comply with the provisions of this Agreement, the Construction Application and plans and specifications, or the conditions of the Port Authority's approval covering such work. The Lessee shall not commence construction of the portion of the Partial Approval Work that has been halted until it has received written approval of the proposed modifications, corrections or changes.

(7) It is hereby expressly understood and agreed that the Port Authority has no duty or obligation of any kind whatsoever to inspect or police the performance of any Partial Approval Work by the Lessee and the rights granted to the Port Authority hereunder shall not create or be deemed to create such a duty or obligation. Accordingly, the fact that the Port Authority has not exercised its right to require the Lessee to cease performance of all or any part of the Partial Approval Work shall not be or be deemed to be an agreement or acknowledgment on the part of the Port Authority that the Lessee has in fact performed such work in accordance with the terms of this Agreement, the Construction Application and plans and specifications covering such work, or the conditions of the Port Authority's approval of such work, nor shall such fact be or be deemed to be a waiver by the Port Authority of any of the requirements of this Agreement with respect to such work, or any of the requirements of the Construction Application and plans and specifications covering such work, or any of the conditions of the Port Authority's approval of such work.

(f) Without limiting the generality of any of the provisions of this Agreement, the Lessee's construction work (including any Partial Approval Work performed by the Lessee) shall be performed in such a manner that there will be at all times during construction a minimum of air pollution, water pollution or any other type of pollution, and a minimum of noise emanating from, arising out of, or resulting from construction.

Subject to the provisions of this Agreement, the Lessee shall construct such reasonable structures, fences, equipment, devices and other facilities as may be necessary or appropriate to accomplish the objectives set forth in this paragraph, and, without limiting the generality of the foregoing, such construction shall be subject to the Port Authority's review and approval in accordance with the provisions of this Section.

(g) Without limiting the generality of paragraph (c) of this Section the Lessee shall be solely responsible for the plans and specifications used by it and for the adequacy or sufficiency of such plans, specifications and all the improvements, fixtures, and equipment depicted thereon or covered thereby, regardless of the consent thereto or approval thereof by the Port Authority or the incorporation therein of any Port Authority requirements or recommendations. The Port Authority shall have no obligation or liability in connection with the performance of any of the Lessee's construction work or for the contracts for the performance thereof entered into by the Lessee. Any warranties extended or available to the Lessee in connection with the aforesaid work shall be for the benefit of the Port Authority as well as the Lessee. The Lessee recognizes that its obligation to pay all of the rentals provided for in this Agreement shall commence pursuant to the provisions of Section 3 or Section 4 hereof, as the case may be, or Section 6 hereof whether or not the Lessee's construction work is then completed and regardless of whether the Lessee is then conducting any public operations in the premises. The Lessee shall conduct no public operations in the premises with respect to the use of any improvements, fixtures or equipment constituting the Lessee's construction work until the Port Authority shall have notified the Lessee in writing that the Lessee's construction work has been completed or substantially completed to its satisfaction. In the event of any inconsistency between the provisions of this Agreement and those of the Construction Application referred to in paragraph (c) of this Section the provisions of this Agreement shall control.

(h) Without limiting or affecting any other term or provision of this Agreement, the Lessee shall be solely responsible for the design, adequacy and operation of all utility, mechanical, electrical, communications and other systems installed in the premises by the Lessee and all other improvements, additions, fixtures, finishes, decorations and equipment made or installed by the Lessee in the premises and shall do all preventive maintenance and make all repairs, replacements, rebuilding (ordinary or extraordinary, structural or non-structural) and painting necessary to keep such systems, improvements, additions, fixtures, finishes, decorations and equipment (whether the same involves structural or non-structural work) in the condition they were in when made or installed except for reasonable wear and tear which does not (i)

adversely affect the watertight condition or structural integrity of the building subject to repair under this Section, (ii) adversely affect the efficient or proper utilization of any part of the premises, or (iii) adversely affect the appearance of any part of the premises.

(i) The Lessee shall pay all claims lawfully made against it by its contractors, subcontractors, materialmen and workmen, and all claims lawfully made against it by other third persons arising out of or in connection with or because of the performance of the work, and shall cause its contractors and subcontractors to pay all such claims lawfully made against them. Nothing herein contained shall be deemed to constitute consent to the creation of any lien or claim against the premises or any part thereof, nor to prevent the Lessee from contesting claims in good faith.

(j) In addition to all policies of insurance otherwise required by this Agreement, the Lessee shall procure and maintain or cause to be procured and maintained in effect during the performance of the Lessee's construction work:

(i) Comprehensive General Liability Insurance including but not limited to coverage for Products Liability-Completed Operations and for Broad Form Property Damage and Independent Contractor coverage, with a contractual liability endorsement covering the obligations assumed by the Lessee under paragraph (b) of this Section, which coverage shall not exclude claims arising out of or in connection with work performed within fifty feet of railroad property, and which are customarily insured under such a policy, with a minimum combined single limit coverage for bodily injury and property damage of $5 million. Said insurance shall also include coverage for explosion, collapse and underground property damage hazards. If the Lessee's construction work entails the ownership, maintenance, operation, or use of any watercraft, whether owned, non-owned, or hired, the Lessee shall have any exclusion for such watercraft deleted or shall purchase equivalent coverage under a policy of Protection and Indemnity Insurance and shall provide the Port Authority with a certificate of insurance evidencing such coverage.

(ii) Comprehensive Automobile Liability Insurance covering all owned, non-owned or hired vehicles used in connection with said construction with a minimum combined single limit coverage for bodily injury and property damage of $2 million.

(iii) Environmental impairment liability insurance with a minimum combined single limit coverage for bodily injury and property damage of $2 million.

(iv) Workers' Compensation and Employers' Liability Insurance in accordance with the requirements of law and in limits of not less than $1 million per accident. The Workers' Compensation Policy shall be specially endorsed to include coverage afforded by the U.S. Longshoremen's and Harbor Workers' Compensation Act and Coverage B - "Jones Act", maritime (including coverage for Masters or Members of the Crew of Vessels).

(k) In addition to the insurance required pursuant to the provisions of paragraph (j) of this Section, the Lessee shall procure or cause to be procured prior to the commencement of any work Builder's Risk Insurance (All Risk) covering loss or damage (including any loss or damage resulting from flood or earthquake) to any structures, improvements, fixtures and equipment and furnishing and materials on the premises during said construction, whether or not attached to the land, in an amount equal to the full replacement cost. Such insurance shall name the Port Authority and the City of New York as insureds and such policy shall provide that the loss shall be adjusted with the Port Authority, and that the proceeds thereof shall be paid to the Port Authority and shall be made available to the Lessee for and applied strictly and solely to the payment of the cost of the repair, replacement, rebuilding or other performance of the Lessee's construction work.

(l) With the exception of the Workers' Compensation and Employers' Liability Insurance policy each policy of insurance described in paragraph (j) of this Section shall include the Port Authority and the City of New York as additional insureds, and no such policy shall contain any care, custody or control exclusions, or any exclusion for bodily injury to or sickness, disease or death of any employee of the Lessee or of any of its contractors which would conflict with or in any way impair the coverages resulting from the Port Authority's status as an additional insured or the coverage under the contractual liability endorsement described in subdivision (i) of paragraph (j) of this Section. Such insurance shall also contain an endorsement providing that the protection afforded the Lessee thereunder with respect to any claim or action against the Lessee by a third party shall pertain and apply with like effect with respect to any claim or action against the Lessee by the Port Authority and against the Port Authority by the Lessee, but said endorsement shall not limit, vary, change or affect the protections afforded the Port Authority as an additional insured. Such insurance shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the

governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(m) Unless otherwise set forth herein, each policy of insurance described in paragraphs (j) and (k) of this Section shall be subject to the applicable provisions of Section 15 of this Agreement.

(n) Title to and property in all improvements, fixtures and equipment placed, constructed or installed in or on the premises, including without limitation the cranes let to the Lessee pursuant to Section 5 hereof, as part of the Lessee's construction work shall vest in the Port Authority upon placement, construction or installation thereof, except that title to any item of the Lessee's improvements, as defined in Section 9A hereof, as to which item the Port Authority has provided the Lessee with written certification pursuant to the provisions of said Section 9A stating that such item of the Lessee's improvements is not subject to the provisions of Section 49 hereof or the election provided for therein, shall remain in the Lessee until the expiration or earlier termination of the term of the letting under this Agreement, at which time title thereto shall vest in the Port Authority. Title to any personal property of the Lessee (including equipment and trade fixtures) removable without material damage to the premises leased to the Lessee pursuant to this Agreement which are installed by the Lessee in or on the premises leased to the Lessee pursuant to this Agreement and which are not part of the Lessee's construction work shall vest in the Lessee upon the installation thereof. Without limiting any other term of this Agreement, and notwithstanding the foregoing provisions, upon notice given by the Port Authority either prior to or within sixty (60) days after expiration or earlier termination of the letting under this Agreement the Lessee shall remove from the premises any such improvements, fixtures, or equipment as the Port Authority may specify in its notice, and shall repair any damage to the premises caused by such removal.

(o) In the performance of the Lessee's construction work the Lessee shall not permit any situation or condition to continue that may cause or be conducive to any labor troubles at the Facility which interferes with the progress of other construction work at the Facility. The determinations of the Port Authority shall be conclusive on the Lessee and, upon notice from the Port Authority, the Lessee shall or shall cause its contractor to immediately rectify any condition specified in the notice. In the event of failure by the Lessee or any of its contractors to immediately comply with the requirements of this paragraph (whether or not such failure is due to the Lessee's fault) the Port Authority by notice shall have the right to suspend the Port Authority's permission to the Lessee to proceed with any portion of the Lessee's construction work being

performed by or on behalf of the Lessee, and the Lessee shall thereupon immediately cease the same. When labor troubles shall be so settled that such interference or the danger thereof no longer exists, the Port Authority by notice to the Lessee shall reinstate the permission to the Lessee to perform the work on all the same terms and conditions as before the suspension. "Labor troubles" shall mean and include strikes, boycotts, picketing, work-stoppages, slowdowns, complaints, disputes, controversies or any other type of labor trouble, regardless of the employer of the person involved or their employment status, if any.

(p) The Lessee agrees to and shall require its contractor to use every good faith effort to provide for meaningful participation by Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) in the Lessee's construction work. "Meaningful participation" shall mean at least twelve percent (12%) of the firms performing the work are MBEs, and at least five percent (5%) of the firms performing the work are WBEs. A Minority Business Enterprise shall mean a company or firm at least 51% of which is owned and controlled by a minority or minorities. A Women Business Enterprise shall mean a company or firm at least 51% of which is owned and controlled by a woman or women. For purposes of this paragraph minority is a member of one of the following groups:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

Good faith efforts to include meaningful participation by MBEs and WBEs shall include at least the following:

(1) Dividing the work to be subcontracted into smaller portions where feasible.

(2) Actively and affirmatively soliciting bids for subcontracts from MBEs and WBEs, including circulation of solicitations to minority and female contractor associations. The Contractor shall maintain records detailing the efforts made to provide for meaningful MBE and

WBE participation in the Work, including the names and addresses of all MBEs and WBEs contacted and, if any such MBE or WBE is not selected as a joint venturer or subcontractor, the reason for such decision.

(3) Making plans and specifications for prospective construction work available to MBEs and WBEs in sufficient time for review.

(4) Utilizing the list of eligible MBEs and WBEs maintained by the Port Authority or seeking minorities or women from other sources for the purpose of soliciting bids for contractors.

(5) Encouraging the formation of joint ventures, partnerships or other similar arrangements among contractors, where appropriate, to insure that the Lessee and said contractors will meet their obligations hereunder.

(6) Insuring that provision is made to provide progress payments to MBEs and WBEs on a timely basis.

(7) Not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs, where appropriate.

(q) (1) Upon performance by the Lessee of the Lessee's construction work in accordance with the provisions of this Section, the Lessee shall be entitled to credits against the rentals payable under Section 3 hereof or the rentals payable under Sections 4 and 6 hereof, as the case may be, in the respective amount (which amounts are hereinafter referred to as "the respective construction work reimbursement amount") equal to (i) the lesser of the reasonable cost, as hereinafter defined, of the siding work, or Fifty Thousand Dollars and No Cents ($50,000.00); (ii) the lesser of fifty percent (50%) of the reasonable cost, as hereinafter defined, of the deep freeze unit work, or Fifty Thousand Dollars and No Cents ($50,000.00); (iii) the lesser of fifty percent (50%) of the reasonable cost, as hereinafter defined, of the striping work, or Twenty-five Thousand Dollars and No Cents ($25,000.00); (iv) the lesser of the reasonable cost, as hereinafter defined, of the tank and pump work, or One Hundred Eighty Thousand Dollars and No Cents ($180,000.00); (v) the lesser of the reasonable cost, as hereinafter defined, of the crane painting work, or One Hundred Ten Thousand Dollars and No Cents ($110,000.00) for each crane so painted; (vi) the lesser of the reasonable cost, as hereinafter defined, of the spreader servicing work on all nine of the spreaders, or Fifteen Thousand Dollars and No Cents ($15,000.00); (vii) the lesser of the reasonable cost, as hereinafter defined, of the crane tune-up work on all seven of the cranes, or Forty-five Thousand Dollars and No Cents ($45,000.00); (viii) the lesser of the reasonable cost, as hereinafter defined, of the

crane preventive maintenance work on all seven of the cranes, or Forty Thousand Dollars and No Cents ($40,000.00); (ix) the lesser of the reasonable cost, as hereinafter defined, of the crane cab preparation work on all seven of the cranes, or Ten Thousand Dollars and No Cents ($10,000.00); (x) the lesser of the reasonable cost, as hereinafter defined, of the reeving work on all seven of the cranes, or Forty-five Thousand Dollars and No Cents ($45,000.00); (xi) the lesser of the reasonable cost, as hereinafter defined, of the switch re-setting work on all seven of the cranes, or Five Thousand Dollars and No Cents ($5,000.00); (xii) the lesser of the reasonable cost, as hereinafter defined, of the bulb and ballast work on all seven of the cranes, or Five Thousand Dollars and No Cents ($5,000.00); (xiii) the lesser of the reasonable cost, as hereinafter defined, of the trolley wheel work on all of the four cranes designated for said work, or Fifty Thousand Dollars and No Cents ($50,000.00); (xiv) the lesser of the reasonable cost, as hereinafter defined, of the boom hinge pin work, or One Hundred Eighty Thousand Dollars and No Cents ($180,000.00); (xv) the lesser of the reasonable cost, as hereinafter defined, of the boom latch mechanism work, or Sixty Thousand Dollars and No Cents ($60,000.00); and (xvi) the lesser of the reasonable cost, as hereinafter defined, of the reefer outlet work, or Two Hundred Thousand Dollars and No Cents ($200,000.00). On or about the tenth day of the first calendar month following the commencement of the Lessee's construction work the Lessee shall certify to the Port Authority by written certification subscribed by a responsible officer of the Lessee: (i) the amount of the Lessee's construction work performed by the Lessee in the preceding month showing separately the amount of work performed on each specific work item under each separate contract, the cost of the work for each specific work item under each contract described in the certificate, the amount of such respective costs incurred by the Lessee during such month, and the respective amounts paid by the Lessee on account of such respective costs, if any; (ii) that except for the amount, if any, stated in such certificate to be due for services and materials, there is no outstanding indebtedness known to the persons signing such certificate, after due inquiry, then due on account of the purchase of any equipment or fixtures described in the certificate or for labor, wages, materials, supplies or services in connection with any work described therein which, if unpaid, might become the basis of a vendor's, mechanic's, laborer's or materialmen statutory or similar lien or alleged lien upon such work or upon the premises or any part thereof, or upon the Lessee's leasehold interest therein, nor are any of the equipment, or fixtures described in such certificate secured by any liens, mortgages, security interests or other encumbrances. Nothing contained herein shall be deemed or construed as a submission by the Port Authority to the application to itself of any such lien; and (iii) that the work for which the amount set forth in the certificate is due has been performed in accordance with the Lessee's approved plans and specifications and the

provisions of this Agreement. In addition, the architect or engineer who sealed the Lessee's plans pursuant to the provisions of paragraph (c) of this Section shall certify that all of the work described in the certificate has been performed in accordance with the final plans and specifications approved by the Port Authority. Following its receipt of the Lessee's certificate, the Port Authority shall credit against the installments of rental referred to above in this paragraph on and after the first day of the first calendar month following the Port Authority's full review of said certificate an amount equivalent to the cost incurred by the Lessee for the portion of the Lessee's construction work performed by the Lessee in the month for which the certificate was made as shown in the certificate less ten percent (10%) thereof and also less the amount of any claims made against the Port Authority by subcontractors, materialmen or workmen, if any, in connection with any of the work described in the certificate, until such credit is exhausted. On or about the tenth day of each month thereafter during the period of the performance of the Lessee's construction work the Lessee shall deliver a similar certificate to the Port Authority signed by a responsible officer of the Lessee which certificate shall certify the amount of the Lessee's construction work performed by the Lessee in the preceding month showing separately the amount of work performed on each specific work item under each separate contract, the cost of the work for each specific work item under each contract described in the certificate performed by the Lessee in the preceding month, the amount of such respective costs incurred by the Lessee during such month, the respective amounts paid by the lessee on account of such costs, the respective cumulative amounts of such costs incurred by the Lessee on account of the respective work described in the certificate from the date of the commencement of the work, and the respective cumulative amounts of all payments made on account of such respective costs from the date of the commencement of the work, and such certificate shall also contain the statements set forth above in subdivisions (ii) and (iii) of this paragraph both with respect to the work described in the certificate and all work previously performed by the Lessee. In addition, the architect or engineer who sealed the Lessee's plans pursuant to the provisions of paragraph (c) of this Section shall certify that all of the work described in the certificate has been performed in accordance with the final plans and specifications approved by the Port Authority. Following its receipt of such certificate the Port Authority shall credit against the installments of rental referred to above in this paragraph on and after the first day of the first calendar month following the Port Authority's full review of said certificate an amount equivalent to the cost incurred by the Lessee for the portion of the Lessee's construction work performed by the Lessee in the month for which the certificate was made as shown in the certificate less ten percent (10%) thereof and less the amount of claims, if any, made against the Port Authority by

subcontractors, materialmen or workmen on account of any of the work described in the certificate, until such credit is exhausted. Upon final completion of all of the Lessee's construction work to be performed under each separate contract by the Lessee as set forth in the Lessee's approved plans and specifications, the Lessee shall submit to the Port Authority a certification signed by a responsible officer thereof that all work has been completed under said contract, which certificate shall certify separately the final cost of all of the Lessee's construction work performed under said contract by the Lessee and the final cost attributable to each specific work item, the respective cumulative payments made by the Lessee on account of such respective costs, and shall also certify the items set forth above in subdivisions (ii) and (iii) of this paragraph (q) with respect to all of the work performed under said contract. In addition the architect or engineer who sealed the Lessee's plans and specifications pursuant to the provisions of paragraph (c) of this Section shall certify that all such work has been performed in accordance with the approved plans and specifications covering such work. The Lessee shall also supply to the Port Authority such supporting documents and records as the Port Authority shall deem necessary to substantiate the matters set forth in the Lessee's certificate. The Port Authority shall have the right (but shall not be obligated) to pay to the Lessee or be paid by the Lessee any amount due to the respective party under the settlement provisions set forth below in this paragraph with respect to any specific work item which has then been completed and the shall have the right (but shall not be obliged) to conduct an interim inspection and audit in connection with the work certified as completed under said contract, and shall have the rights in the conduct of such interim inspection and audit as are set forth below in this paragraph in regard to the final inspection and audit. If all of the Lessee's construction work under said contract has been completed in accordance with the approved plans and specifications and the provisions of this Agreement and the Lessee's certificate is fully satisfactory to the Port Authority, the Port Authority shall credit against the installments of the rentals referred to above in this paragraph payable on and after the first day of the first full calendar month following the Port Authority's full review of said certificate an amount equivalent to the difference between the sum obtained by adding together all prior credits granted to the Lessee under the provisions of this paragraph on account of the cost of the work performed under said contract and the final cost of such work as certified by the Lessee, less the amount of any claims made against the Port Authority by subcontractors, materialmen or workmen, if any, in connection with any of the work performed under said contract, until such credit is exhausted. No credit granted by the Port Authority on account of the cost of the Lessee's construction work as set forth above in the paragraph shall be considered final until the final determination of the cost of the Lessee's construction work as

set forth below in this paragraph. Upon final completion of all of the Lessee's construction work to be performed by the Lessee as set forth in the Lessee's approved plans and specifications, the Lessee shall certify to the Port Authority by final written certification signed by a responsible officer of the Lessee that all of the Lessee's construction work has been completed, which certificate shall certify the final cost of such work for each specific work item, the respective cumulative payments made by the Lessee on account of such respective costs, and shall also certify the items set forth above in subdivisions (ii) and (iii) of this paragraph with respect to all of the work. In addition, the architect or engineer who sealed the Lessee's plans and specifications pursuant to the provisions of paragraph (c) of this Section shall certify that all of the work has been performed in accordance with the approved plans and specifications covering such work. After examination and approval of such certificates, and such supporting documents and records as the Port Authority shall deem necessary to substantiate the certificates, the Port Authority shall finally inspect the premises and the work and after such inspection the Port Authority shall notify the Lessee if all of the work has been performed in accordance with the approved plans and specifications and the provisions of this Agreement. If all of the work has been completed in accordance with the approved plans and specifications, and the provisions of this Agreement, the Port Authority shall credit against the installments of the rentals referred to above in this paragraph payable on and after the first day of the first full calendar month following the Port Authority's full review of said certificate an amount equivalent to the difference between the sum obtained by adding together all prior credits granted to the Lessee under the provisions of this paragraph by the Port Authority on account of the cost of the Lessee's construction work and the lesser of (i) the reasonable cost, as defined in this paragraph, of the Lessee's construction work or (ii) the sum of the respective construction work reimbursement amounts, until such credit is exhausted. If the sum of all of the previous credits granted by the Port Authority to the Lessee on account of the cost of the Lessee's construction work exceeds the lesser of (i) the reasonable cost, as defined in this paragraph, of the Lessee's construction work or (ii) the sum of the respective construction work reimbursement amounts, the Lessee shall pay to the Port Authority the amount of such excess on demand. The Lessee shall permit the Port Authority by its agents, employees and representatives at all reasonable times prior to a final determination of the cost of any of the aforesaid portions of the Lessee's construction work to examine and audit the records and other documentation of the Lessee which pertain to and will substantiate such cost. No respective construction work reimbursement amount credited by the Port Authority to the Lessee pursuant to this paragraph shall be considered final until the cost of the respective portion of the Lessee's construction work done by the Lessee pursuant to this

Section has been finally determined. In no event whatsoever shall the cost of any portion of the Lessee's construction work as finally determined and computed in accordance with the provisions of this paragraph include any expense, outlays or charges whatsoever by or for the account of the Lessee for or in connection with any improvements, fixtures or equipment or the performance of any work unless such are actually and completely installed in and or made to the premises, nor shall cost include the costs of any fixtures, improvements or equipment which are secured by liens, mortgages, other encumbrances or conditional bills of sale. If the cost of any of the aforesaid portions of the Lessee's construction work as finally determined shall be less than the respective construction work reimbursement amount previously credited pursuant to this Section against the rentals payable by the Lessee, the Lessee shall pay the difference to the Port Authority within ten (10) days after notification to the Lessee stating the amount thereof. No amount credited by the Port Authority to the Lessee pursuant to the provisions of this Section shall or shall be deemed to imply that the Lessee's construction work or any portion thereof has been completed in accordance with law or the provisions of this Agreement.

(2) To the extent permitted by sound accounting practice, the sum of the following items of cost incurred by the Lessee in performing the Lessee's construction work shall constitute the reasonable cost thereof for the purposes of this Agreement:

(i) The Lessee's payments to contractors;

(ii) The Lessee's payments for supplies and materials;

(iii) The Lessee's payments to persons, firms or corporations other than construction contractors or suppliers of materials, for services rendered or rights granted in connection with construction, not including services of the types mentioned in items (iv), (v) and (vi) of this paragraph;

(iv) The Lessee's payments of premiums for performance bonds and for the insurance the Lessee is required to maintain in effect in accordance with the provisions of paragraphs (j) and (k) of this Section, in effect during the period of construction only;

(v) The Lessee's payments for engineering services in connection with the Lessee's construction work, and during the period of the construction only;

(vi) The Lessee's payments for architectural, planning and design services in connection with the Lessee's construction work;

(vii) The sum of the costs approved under items (iv), (v) and (vi) of this subparagraph shall not exceed 20% of the sum of the costs approved under items (i), (ii), and (iii) of this paragraph; if in fact there is any such excess, such excess shall not be a part of the cost incurred by the Lessee in the performance of the Lessee's construction work for the purposes of this Section.

(3) No payment or payments on account of administrative or other overhead costs and no payment to employees of the Lessee shall be included in the cost of the Lessee's construction work whether or not allocated to the cost of the work by the Lessee's own accounting practices. No payment to a firm or corporation wholly or partially owned by or in common ownership with the Lessee shall be included in the cost of the work.

(4) Neither the whole nor any part of the respective construction work reimbursement amount shall be or become or shall constitute a debt due and owing from the Port Authority to the Lessee nor shall said amount be recoverable or applicable in any manner other than as specifically provided for in this paragraph, including but not limited to a set-off or counterclaim in any action by the Port Authority against the Lessee for rental or other claims.

(5) The Lessee agrees that it will complete the portions of the Lessee's construction work defined in paragraph (a) of the Section by the following dates: (1) the crane painting work with respect to IHI crane bearing Serial No. 8852 and IHI crane bearing Serial No. 8853 by March 31, 1996, the crane painting work with respect to IHI crane bearing Serial No. 8851 and IHI crane bearing Serial No. 8855 by December 31, 1998, and the crane painting work with respect to Paceco crane bearing Serial No. 1253, Paceco crane bearing Serial No. 1254 and Peiner crane bearing Serial No. 0101 by December 31, 1999; (2) the boom latch mechanism work by no later than one (1) month following the Commencement Date; and (3) the spreader servicing work, the crane tune-up work, the crane preventive maintenance work, the crane cab preparation work, the reeving work, the switch re-setting work, the bull and ballast work, and the boom hinge pin ~~work~~ by ~~no later than five (5) months following the Commencement Date~~. The Port Authority shall not be obligated to grant any rental credit with respect to the cost of any item constituting a portion of the Lessee's construction work which is constructed or installed subsequent to the respective date for the completion of such portion of the work set forth in the immediately preceding

sentence. The portions of the Lessee's construction work for which no date for completion is given in this paragraph may be completed by the Lessee at any time during the term of the letting. The Port Authority's entire obligation under this Agreement to grant any rental credit on account of the cost of any portion of the Lessee's construction work shall be limited in amount to the respective construction work reimbursement amount for said portion of the work. No contractor or third party shall or shall be deemed to have acquired any rights against the Port Authority by virtue of the execution of this Agreement and nothing contained herein shall operate or give to any such contractor or third party any claim or right of action against the Port Authority and its Commissioners, officers, agents and employees.

(r) Notwithstanding any other provision of this Section, the Port Authority reserves to itself the right to perform at its sole cost the boom latch mechanism work until such time as the Lessee has commenced to perform such work pursuant to the provisions of this Section. In the event that the Port Authority so elects to perform the boom latch mechanism work, it shall provide the Lessee with three (3) days' notice of such election and such work shall cease to be part of the Lessee's construction work and the respective construction work reimbursement amount of Sixty Thousand Dollars and No Cents ($60,000.00) shall be and be deemed deleted from this Section. In addition to any other rights of entry reserved to the Port Authority under this Agreement, the Port Authority reserves for itself, its employees, agents, representatives, contractors and subcontractors the right to enter the Facility at any time and from time to time during the term of the letting in order to perform the boom latch mechanism work.

Section 9A. Lessee's Capital Improvements

The Lessee agrees that it shall spend no less than the Lessee's Capital Commitment, as hereinafter defined, on improvements to the Facility (which improvements are hereinafter called "the Lessee's improvements"). The Lessee's Capital Commitment shall be an amount not less than Seven Million Dollars and No Cents ($7,000,000.00) in improvements which the Port Authority, acting in its sole discretion, shall certify in writing to the Lessee are not subject to the provisions of Section 49 hereof or the election provided for therein, except that if the Port Authority elects, acting in its sole discretion, not to provide said written certification with respect to any improvement proposed to be made by the Lessee and the Lessee proceeds to make said improvement to the Facility in accordance with the provisions of this Section, the cost of said improvement shall be multiplied by two (2) for the purpose of determining the amount to be credited on account of said improvement to the Lessee's Capital Commitment. Prior to commencing the performance

of any item of the Lessee's improvements, the Lessee shall obtain from the Port Authority the certification referred to in the immediately preceding sentence or a written statement from the Port Authority that it has elected not to provide such certification. The Lessee's improvements shall be and be deemed a part of the Lessee's construction work, as defined in paragraph (a) of Section 9 hereof, for all purposes of this Agreement, and shall be performed subject to and in accordance with all the terms and conditions of said Section 9; provided, however, that the Port Authority shall not be obligated to pay for any of the Lessee's improvements or to otherwise reimburse the Lessee or grant any credit against the Lessee's rental obligations hereunder on account of the Lessee's improvements. The Port Authority shall have all the rights of audit and inspection set forth in paragraph (q) of Section 9 hereof for the purpose of determining the cost of the Lessee's improvements, and all records of the Lessee which pertain to such cost shall be subject to the provisions of Section 42 hereof.

Section 10. Ingress and Egress

Ingress to and egress from the Facility shall be by means of existing pedestrian or vehicular ways. The Port Authority may at any time temporarily or permanently close, or consent to or request the closing of, any such way or any other area at, in or near the Facility presently or hereafter used as such, so long as a means of ingress and egress as provided above remains available to the Lessee. The Lessee hereby releases and discharges the Port Authority, and all municipalities and other governmental authorities, and their respective successors and assigns, of and from any and all claims, demands, or causes of action which the Lessee may now or at any time hereafter have against any of the foregoing, arising or alleged to arise out of the closing of any such way or other area. The Lessee shall not do or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the Facility or in, along, across or through any streets, ways and walks near the Facility.

Section 11. Governmental and Other Requirements

(a) The Lessee shall procure from all governmental authorities having jurisdiction over the operations of the Lessee hereunder, all licenses, certificates, permits and other authorization which may be necessary for the conduct of such operations.

(b) The Lessee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to its operations or to its use and occupancy of the Facility, and in addition at its sole

cost and expense shall make all improvements, repairs and alterations (structural and non-structural) which may be so required.

(c) The obligation of the Lessee to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property in or near the Facility, and proper operation by the Lessee. Such provision herein is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

Section 12. Rules and Regulations

(a) The Lessee covenants and agrees to observe and obey (and to compel its officers, employees and others at the Facility with its consent to observe and obey) the Rules and Regulations of the Port Authority now in effect, and such further reasonable rules and regulations (including amendments and supplements thereto) for the government of the conduct and operations of the Lessee as may from time to time during the letting be promulgated by the Port Authority for reasons of safety, health, or preservation of property, or for the maintenance of the good and orderly appearance of the Facility, or for the safe or efficient operation of the Facility. The Port Authority agrees that, except in cases of emergency, it will give notice to the Lessee of every such further rule or regulation at least five (5) days before the Lessee shall be required to comply therewith.

(b) If a copy of the Rules and Regulations is not attached as Exhibit R to this Agreement, then the Port Authority will notify the Lessee thereof either by delivery of a copy, or by publication in a newspaper published in the Port of New York District, or by making a copy available at the office of the Secretary of the Port Authority.

(c) No statement or provision in the Rules and Regulations shall be deemed a representation or promise by the Port Authority that the services or privileges described shall be or remain available, or that the charges, prices, rates or fees stated therein shall be or remain in effect throughout the letting, all of the same being subject to change by the Port Authority from time to time whenever it deems a change advisable.

Section 13. Method of Operation

(a) In the performance of its obligations hereunder and in the use of the Facility, the Lessee shall conduct its operations in an orderly and proper manner, so as not to annoy, disturb or be offensive to others near or at the Facility, and within twenty-four (24) hours the Lessee shall remove the cause

of any objection made by the Port Authority relative to the demeanor, conduct or appearance of any of the employees of the Lessee or of any others at the Facility with the consent of the Lessee.

(b) The Lessee shall not allow any garbage, debris or other waste materials (whether solid or liquid) to collect or accumulate at the Facility and the Lessee shall remove from the Facility all garbage, debris and other waste materials (whether solid or liquid) arising out of its operations hereunder. Any such material which may be temporarily stored shall be kept in suitable waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and in any case to be designed and constructed to contain safely the waste material placed by the Lessee therein. Said receptacles shall be provided and maintained by the Lessee and shall be kept covered except when being filled or emptied. The Lessee shall use extreme care when effecting removal of all such material, shall effect such removal at such times and by such means as are first approved by the Port Authority, and shall in no event make use of any facilities or equipment of the Port Authority for the removal of such material except with the prior consent of the Port Authority.

(c) The Lessee shall not do or permit to be done anything which may interfere with the effectiveness or accessibility of the utility, mechanical, electrical and other systems installed or located anywhere at the Facility.

(d) The Lessee shall not commit any nuisance or permit its employees or others on the Facility with its consent to commit or create or continue or tend to create any nuisance in or near the Facility.

(e) The Lessee shall take all reasonable measures to eliminate vibrations tending to damage the Facility or any part thereof.

(f) The Lessee shall not cause or permit to be caused or produced upon the Facility, to permeate the same or to emanate therefrom, any unusual, noxious or objectionable smokes, gases, vapors or odors.

(g) The Lessee shall not overload any floor, roof, land surface, bulkhead, pavement, landing, pier or wharf at the Facility and shall repair, replace or rebuild any such, including but not limited to supporting members, damaged by overloading.

(h) The Lessee shall permit the use of the Facility (not excluding the berthing area) at any time and from time to time for the installation, maintenance and operation of such navigation lights as may be required by the United States Coast

Guard or other governmental authority having jurisdiction, and the Lessee shall furnish such electricity as may be required for use by navigation lights which may be so installed.

(i) The Lessee shall not do or permit to be done any act or thing at the Facility which (i) will invalidate or conflict with any fire insurance policies covering the Facility, or any part thereof, or (ii) which, in the opinion of the Port Authority, may constitute an extra-hazardous condition, so as to increase the risks normally attendant upon the operations permitted by this Agreement, or (iii) which will increase the rate of any fire insurance, extended coverage or rental insurance on the Facility or any part thereof or upon the contents of any building thereon. The Lessee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the National Fire Protection Association and of the Insurance Services Office of New York, or of any other board or organization exercising or which may exercise similar functions, which may pertain or apply to the operations of the Lessee at the Facility, and the Lessee shall, subject to and in accordance with the provisions of this Agreement relating to construction by the Lessee, make all improvements, alterations and repairs of the Facility that may be required at any time hereafter by any such present or future rule, regulation, requirement, order or direction. If by reason of any failure on the part of the Lessee to comply with the provisions of this paragraph, any rate for fire insurance, extended coverage or rental insurance on the Facility or any part thereof shall at any time be higher than it otherwise would be, then the Lessee shall pay to the Port Authority that part of all premiums paid by the Port Authority which shall have been charged because of such violation or failure by the Lessee.

(j) From time to time and as often as required by the Port Authority, the Lessee shall conduct pressure, water-flow and other appropriate tests of the fire-extinguishing system and fire-fighting equipment at the Facility, whether furnished by the Port Authority or by the Lessee. The Lessee shall keep all fire-fighting and fire-extinguishing equipment well supplied with a fresh stock of chemicals and with sand, water or other materials as the case may be, for the use of which such equipment is designed, and shall train its employees in the use of all such equipment, including in such training periodic drills.

(k) The Lessee shall promptly raise and remove or cause to be raised and removed any and all objects of any kind, including vessels or other floating structures and equipment (whether or not intended to be floating), owned or operated by the Lessee, or by a corporation, company or other organization or person associated, affiliated or connected with the Lessee or for which the Lessee acts as agent, stevedore or terminal operator,

(or of others going to or from the Facility on business with the Lessee) which shall have sunk, settled or become partially or wholly submerged at the Facility.

(l) The Lessee shall not throw, discharge or deposit or permit to be thrown, discharged or deposited any cargo, refuse, ashes or any material whatsoever, into or upon the waters of or about the Facility.

Section 14. Signs

(a) Except with the prior consent of the Port Authority, the Lessee shall not erect, maintain or display any advertising, signs, posters or similar devices at the Facility.

(b) Upon demand by the Port Authority, the Lessee shall remove, obliterate, or paint out any and all advertising, signs, posters, and similar devices placed by the Lessee on the Facility and in connection therewith at the expiration or earlier termination of the letting, shall restore the Facility to the condition thereof prior to the placement of such advertising, sign, poster or device. In the event of a failure on the part of the Lessee so to remove, obliterate or paint out each and every such piece of advertising, sign, poster or device and so to restore the Facility, the Port Authority may perform the necessary work and the Lessee shall pay the costs thereof to the Port Authority on demand.

Section 15. Indemnity

(a) The Lessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from all claims and demands of third persons including but not limited to claims and demands for death, claims and demands for personal injuries, and claims and demands for property damages, arising out of the use or occupancy of the Facility by the Lessee or by its officers, agents, employees, or representatives, contractors, subcontractors or their employees, or by others at the Facility with the consent of any of the foregoing persons, or out of any other acts or omissions of the Lessee, its officers, agents or employees at the Facility, or out of the acts or omissions of others at the Facility with the consent of the Lessee, including claims and demands of the City of New York, from which the Port Authority derives its rights in the Facility, for indemnification arising by operation of law or through agreement of the Port Authority with the said City.

(b) If so directed by the Port Authority, the Lessee shall at its own expense defend any suit based upon any such claim or demand (even if such suit, claim or demand is groundless, false or fraudulent) in which event it shall not, without obtaining express advance permission from the General

Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or its provisions of any statutes respecting suits against the Port Authority

(c) The Lessee, in its own name as assured, shall maintain and pay the premiums on the following described policies of liability insurance:

(i) Comprehensive General Liability Insurance including but not limited to coverage for Premises-Operations, which coverage shall not exclude claims arising out of or in connection with operations conducted within fifty feet of railroad property, with a minimum combined single limit coverage for bodily injury and property damage of $5 million. If the Lessee's operations entail the ownership, maintenance, operation, or use of any watercraft, whether owned, non-owned, or hired, the Lessee shall have any exclusion for such watercraft deleted or shall purchase equivalent coverage under a policy of Protection and Indemnity Insurance and shall provide the Port Authority with a certificate of insurance evidencing such coverage.

(ii) Comprehensive Automobile Liability Insurance covering all owned, non-owned or hired vehicles used in connection with its operations hereunder with a minimum combined single limit coverage for bodily injury and property damage of $2 million.

(iii) Workers' Compensation and Employers' Liability Insurance in accordance with the requirements of law and in limits of not less than $1 million per accident. The Workers' Compensation Policy shall be specially endorsed to include coverage afforded by (aa) the U.S. Longshoremen's and Harbor Workers' Compensation Act and Coverage B - "Jones Act", maritime (including coverage for Masters or Members of the Crew of Vessels) and (bb) Coverage - B under the Federal Employers' Liability Act.

(d) With the exception of the Workers' Compensation and Employers' Liability Insurance Policy, each policy of insurance described in paragraph (c) of this Section shall include the Port Authority and the City of New York as additional insureds and each such policy shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of

any statutes respecting suits against the Port Authority. Each such policy shall contain a contractual liability endorsement covering the indemnity obligations of the Lessee under this Section and Section 55 and such policies shall not contain any care, custody or control exclusions. Such insurance shall also contain an endorsement providing that the protection afforded the Lessee thereunder with respect to any claim or action against the Lessee by a third party shall pertain and apply with like effect with respect to any claim or action against the Lessee by the Port Authority and against the Port Authority by the Lessee; but said endorsement shall not limit, vary, change or affect the protections afforded the Port Authority as an additional insured.

(e) As to insurance of any type whatsoever required or permitted by any provision of this Agreement, a certified copy of each of the policies or a certificate evidencing the existence thereof, or a binder, shall be delivered to the Port Authority within fifteen (15) days after the commencement date of the letting. In the event any binder is delivered it shall be replaced with due diligence by a certified copy of the policy or by a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified, without giving ten (10) days' written advance notice thereof to the Port Authority. A binder evidencing each renewal policy shall be delivered to the Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy, except for any policy expiring after the date of expiration of the letting hereunder, as the letting may be from time to time extended, and a certificate or a certified copy of each such renewal policy shall be delivered to the Port Authority with due diligence. If at any time any policy shall be or become unsatisfactory to the Port Authority as to form or substance or minimum limits, or if any carrier issuing any one or more such policies shall be or become unsatisfactory to the Port Authority, the Lessee shall promptly obtain one or more new and satisfactory policies in replacement.

Section 16. Maintenance and Repair

(a) The Lessee shall at all times keep the Facility clean, and in an orderly condition and appearance, together with all the fixtures, equipment and personal property of the Lessee located in or at the Facility.

(b) The Lessee shall repair, replace, rebuild and paint all or any part of the Facility which may be damaged or destroyed by the acts or omissions of the Lessee or by those of its officers or employees, or of other persons at the Facility with the consent of the Lessee.

(c) Subject to the provisions of paragraph (f) of this Section and Section 17 of this Agreement, throughout the term of

the letting under this Agreement, the Lessee shall assume the entire responsibility for, and shall relieve the Port Authority from all responsibility from, all care, maintenance, repair and rebuilding whatsoever at the Facility, whether such care, maintenance, repair, or rebuilding be ordinary or extraordinary, partial or entire, inside or outside, foreseen or unforseen, structural or otherwise; and without limiting the generality of the foregoing the Lessee shall maintain and make repairs and replacements, structural or otherwise to all improvements located at the Facility and all other fixtures, machinery, or equipment now or hereafter belonging to or connected with said Facility or the Lessee's operations being conducted thereon, including without limitation thereto all maintenance, repair and replacement of: (1) the electrical system, equipment and fixtures including without limitation thereto cables, ducts, communication systems, reefer outlet assemblies, substations, lighting fixtures (except as otherwise provided in paragraph (f) of this Section); switches, outlets, receptacles and other electrical devices and accessories and including, further, all relamping and fuse replacement; (2) the plumbing system, fixtures and equipment and all finished plumbing; (3) buildings and all parts thereof; mooring devices and loading devices, whether mechanical, electrical, hydraulic or other, fencing, signs and fire-extinguishers; (4) all painting; (5) the barge-related fender system; (6) crane rails; (7) all scales; and (8) rail tracks located at the Facility. The Lessee shall maintain all such improvements, fixtures, machinery and equipment at all times in good condition, and shall perform all necessary preventive maintenance thereto so that at the expiration or termination of the letting and all times during the letting, the same (or a reconstruction of all or any part thereof) will be in as good condition as at the commencement thereof (or, in the case of improvements made during the letting hereunder, in as good condition as at the time of the installation or construction thereof), except for reasonable wear which does not adversely affect the watertight condition or structural integrity of the buildings or other structures at the Facility or adversely affect the efficient or the proper utilization of any part of the Facility. The Lessee shall make frequent periodic inspections of the Facility and subject to Sections 9, 17 and 20 of this Agreement shall make all repairs and replacements, and do all rebuilding, inside and outside, ordinary and extraordinary, partial and entire, foreseen and unforeseen, structural or otherwise, regardless of the cause of the condition requiring such repairs, rebuilding or replacements, which repairs, rebuilding and replacements by the Lessee shall be in quality and class not inferior to the original in materials and workmanship.

(d) Without limiting the obligations of the Lessee stated elsewhere in this Agreement, the Lessee shall be solely responsible to the Port Authority for loss or theft of or damage to any and all personal property, equipment and fixtures

belonging to the Port Authority or for which it is responsible, located or to be located at the Facility and shall promptly replace or repair the same within twenty (20) days after such loss, theft or damage (except that if any such repair requires activity over a period of time, then the Lessee shall commence to perform such repair within such twenty (20) day period and shall diligently proceed therewith without interruption); and the Lessee shall yield and deliver the same or replacements thereof to the Port Authority at the expiration or earlier termination of the letting under this Agreement in the same condition as at the commencement of the letting, reasonable wear not materially affecting the efficient use and functioning of the same excepted.

(e) Upon sixty (60) days' notice from the Lessee that any part of the berthing area shown in diagonal crosshatching on the sketch attached hereto, hereby made a part hereof and marked "Exhibit A-1" has shallowed to a depth of thirty-eight (38) feet below mean low water, the Port Authority, at no expense to the Lessee, shall proceed (to the extent permitted by governmental authorities having jurisdiction) to dredge such part of the berthing area specified in the said notice (or such portion thereof as may be necessary), either directly or through a contractor, to a depth of forty (40) feet below mean low water. Upon sixty (60) days' notice from the Lessee that any part of the berthing area shown in diagonal hatching on Exhibit A-1 has shallowed to a depth of thirty-three (33) feet below mean low water, the Port Authority, at no expense to the Lessee, shall proceed (to the extent permitted by governmental authorities having jurisdiction) to dredge such part of the berthing area specified in the said notice (or such portion thereof as may be necessary), either directly or through a contractor, to a depth of thirty-five (35) feet below mean low water. The term "mean low water" as used in this paragraph shall mean low water as most recently at the time of execution of this Agreement determined by observations of the United States Coast and Geodetic Survey. Notwithstanding the foregoing, any dredging required under this paragraph shall be only such as shall produce (or leave in place) such depths and slopes as may be required in the opinion of the Port Authority for underwater support of structures, which opinion shall be controlling.

(f) Except under circumstances as to which paragraph (b) of this Section applies, upon receipt of notice that repair or replacement of such of the following as are located at the Facility is required: (1) the structure of the wharf, including wharf decking and wharf and crane rail foundation piles; (2) paved areas; (3) underground sanitary and water lines leading to the buildings on the Facility and underground storm drainage systems (including the pumping out of the septic tank until such time as the underground sanitary lines are connected to the sanitary lines outside the Facility); (4) light pole foundations and other structural aspects of the light poles; and (5) the

ship-related fender system; the Port Authority will make such repairs and replacements to the extent necessary to keep such part of the Facility in a reasonably good condition for the operations of the Lessee hereunder, but the Port Authority shall not be obligated to make any repairs or replacements to bring the Facility to a better condition than that existing at the commencement of the letting. The Port Authority's responsibilities under this paragraph shall be limited to bearing the expense of repair or replacement, and without limiting the foregoing the Port Authority shall have no responsibility with respect to any repairs or replacements which are the obligation of the Lessee under any other provision of this Agreement. The Port Authority shall have no responsibility with respect to any repairs or replacements which are required because of any casualty whether or not insured or insurable, except as expressly provided in Section 17 of this Agreement. If the Port Authority shall fail, after a reasonable period of time to perform its repair and replacement obligations under this paragraph, the Lessee, as its sole remedy, shall perform the work, and the Port Authority shall on demand pay the Lessee its actual certified cash expenditures to third parties therefor, or, at the option of the Port Authority, shall extend to the Lessee a credit against its rental obligations under this Agreement in an amount equal to such expenditures. Furthermore, prior to the commencement by the Port Authority of any work set forth in the Lessee's notice to the Port Authority, the Lessee shall take all precautions necessary to protect persons or property at the Facility, including the immediate performance by the Lessee of any work required to correct conditions which involve danger to persons or property, and the Port Authority will reimburse the Lessee for such work as provided in this paragraph. The Lessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents, and representatives, from and against all claims and demands, including but not limited to claims and demands for death, claims and demands for personal injuries, and claims and demands for property damages, of any third persons whatsoever, including, but not limited to, the Lessee's officers, employees, agents, and representatives which may arise from the condition of the Facility or any part thereof, or from the failure of the Lessee to notify the Port Authority of conditions requiring repair or replacement, or from the failure of the Lessee to make timely corrections of dangerous or potentially dangerous conditions at the Facility. Except as set forth above, the Lessee hereby releases and discharges the Port Authority, its Commissioners, officers, employees, agents, and representatives from any liability for damages to the Lessee, consequential, or otherwise, in connection with any of the provisions of this paragraph concerning repairs or replacements to any portion of the Facility, including without limitation thereto any failure on the part of the Port Authority for any reason whatsoever to make any repair or replacement, and including without limitation thereto any act or omission of the

Port Authority, its officers, agents, employees, contractors or their employees, connected with the performance of such repairs or replacements.

(g) The obligation of the Lessee as set forth in paragraphs (b) and (c) of this Section in the event of damage or destruction covered by any contract of insurance under which the Port Authority is the insured is hereby released to the extent that the loss is recouped by actual payment to the Port Authority of the proceeds of such insurance; provided, however, that if at any time because of this release the insurance carrier of any policy covering the Facility or any part thereof shall increase the premiums otherwise payable for fire, extended coverage or rental coverage applicable to the Facility the Lessee shall pay to the Port Authority an amount equivalent to such increase or increases on demand; and provided, further, that if at any time this release shall invalidate any such policy of insurance or reduce, limit, or void the rights of the Port Authority thereunder, or if because of this release, any such insurance carrier shall cancel such endorsement or refuse to renew the same or shall take any other action to alter, decrease or diminish the benefits of the Port Authority under the policy, then the release shall be void and of no effect.

Section 17. Casualty

(a) In the event that, as a result of a casualty insured against in favor of the Port Authority under the standard form of fire insurance policy and extended coverage endorsement, or under a policy of pier or wharf insurance, carried by it on (1) the wharf, including wharf decking and wharf and crane rail foundation piles, (2) any paved area, (3) underground sanitary and water lines leading to the buildings on the Facility or underground storm drainage systems, (4) light pole foundations and other structural aspects of the light poles which is or is a part of the Facility, or (5) the ship-related fender system, the same is damaged (without the fault of the Lessee, its officers, employees, or others on or at the Facility with its consent) so as to render the Facility untenantable for the purposes set forth in Section 8 hereof in whole or substantial part, then

(1) if, in the opinion of the Port Authority, the necessary repairs or rebuilding can be completed within ninety (90) days after the occurrence of the damage, the Port Authority shall repair or rebuild with due diligence; or

(2) if, in the opinion of the Port Authority, such repairs or rebuilding cannot be completed within ninety (90) days after the occurrence of the damage, then the Port Authority shall have options: (i) to proceed with due diligence to repair or to rebuild as necessary; or (ii) to

cancel this Agreement and terminate the letting as to the entire Facility.

(b) "Substantial part" as applied to the wharf shall mean for the purpose of this Section at least thirty-three and one-third per cent (33 1/3%) of the usable wharf area.

The Port Authority shall not be obligated to obtain or maintain in force any insurance referred to in this Section, and, furthermore, if any such insurance is maintained and if any damage described in this paragraph (a) shall have been caused or contributed to by the fault of the Lessee, its officers, employees, or others at the Facility with the Lessee's consent, then, notwithstanding the foregoing, the Port Authority shall have no obligation to repair such damage unless the proceeds of insurance covering such damage actually paid to the Port Authority by the insurance company are at least equal in amount to the Port Authority's estimate of the cost of such repairs. Nothing herein shall be construed to imply as an obligation on the Port Authority to carry any such insurance. The Port Authority will notify the Lessee if the Port Authority cancels any fire, extended coverage, all-risk, or pier or wharf insurance, or if it does not renew a policy of such insurance, provided such insurance is in effect on the Commencement Date hereunder.

(c) In the event the letting under this Agreement is terminated pursuant to the provisions of this paragraph, this Agreement and the letting hereunder shall cease and expire on the effective date of termination stated in the notice as if such date were the date originally stated herein for the expiration of this Agreement. Such termination shall not relieve the Lessee of any obligations or liabilities which shall have accrued on or before the effective date of termination stated in the notice, or which shall mature on such date.

(d) In the event that as a result of a casualty, whether or not insured or insurable, any portion of the Facility other than (1) the wharf, including wharf decking and wharf and crane rail foundation piles, (2) paved areas, (3) underground sanitary and water lines leading to the buildings on the Facility or underground storm drainage systems, (4) light pole foundations and other structural aspects of the light poles, or (5) the ship-related fender system are damaged the Lessee shall rebuild the same with due diligence. With respect to all portions of the Facility other than (1) the wharf, including wharf decking and wharf and crane rail foundation piles, (2) paved areas, (3) underground sanitary and water lines leading to the buildings on the Facility or underground storm drainage systems, (4) light pole foundations and other structural aspects of the light poles, or (5) the ship-related fender system, the Lessee shall secure and maintain in its own name as assured and shall pay the

premiums on the following policy of insurance in the limit set forth below, which policy shall be effective during the term of the letting under this Agreement:

(1) All risk property damage insurance covering the full replacement cost of any property owned, leased, or within the care, custody or control of the Lessee and now or in the future located on or constituting a part of the Facility, except for any personal property owned by the Port Authority. Full replacement cost shall be determined by the Port Authority. No omission on the part of the Port Authority to make such determination shall relieve the Lessee of its obligations to maintain the appropriate insurance under this paragraph. Such insurance shall cover and insure against such hazards and risks as at least would be insured against under the Standard Form of Fire Insurance policy in the State of New York, or any successor thereto, and the broadest form of extended coverage endorsement prescribed as of the effective date of said insurance by the rating organization having jurisdiction, including without limitation hazards and risks of flood, earthquake, windstorm, cyclone, tornado, hail, explosion, riot, civil commotion, aircraft, vehicles and smoke, and, if the Port Authority so requests, also covering nuclear property losses and contamination and boiler and machinery hazards and risks (if said coverage regarding nuclear property losses and contamination is or becomes available).

(2) Unless otherwise directed by the Port Authority, the property damage insurance policy required by this paragraph shall name the Port Authority, the City of New York, and the Lessee (with insurance clauses consistent with the provisions of this Agreement) as the insureds, as their respective interests may appear, and shall provide that loss, if any, shall be adjusted with and payable to the Port Authority. As to any insurance required by this paragraph, a certificate of insurance, or binders, shall be delivered by the Lessee to the Port Authority on or before the commencement of the Prior Entry Period, as defined in Section 44A hereof. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certificate of insurance. Each such policy shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified, without giving at least thirty (30) days' written advance notice thereto to the Port Authority and an endorsement to the effect that the insurance as to the interest of the Port Authority shall not be invalidated by any act or negligence of the Lessee or any other insured. Each policy of insurance shall have attached thereto an endorsement that the Port Authority will be given at least thirty (30) days' prior notice of any material change in the policy. A certificate of insurance with

respect to a renewal policy shall be delivered to the Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy, except for any policy expiring after the date of expiration of the effective period hereof. If at any time the policy required by this paragraph shall be or become unsatisfactory to the Port Authority as to form or substance, or if the carrier issuing such policy shall be or become unsatisfactory to the Port Authority, the Lessee shall promptly obtain a new and satisfactory policy in replacement.

The proceeds of insurance from coverages secured in accordance with this paragraph shall be made available to the Lessee against the cost of such rebuilding. The procedures for such rebuilding shall be the same as for the initial construction as set forth in Section 9. The Lessee shall not be entitled to any abatement of the rentals payable hereunder at any time by reason of such casualty.

(e) The Port Authority and the Lessee hereby stipulate that neither the provisions of Section 227 of the Real Property Law of New York nor those of any other similar statute shall extend or apply to this Agreement.

(f) In the event of damage to or a partial or total destruction of the Facility, the Lessee shall within thirty (30) days after the occurrence commence to remove from the Facility or from the portion thereof destroyed, all damaged property (and all debris thereof) including damaged buildings and structures, and all damaged property belonging to the Lessee or to any third person whatsoever, and thereafter shall diligently continue such removal, and if the Lessee does not perform its obligation hereunder, the Port Authority may remove such debris and dispose of the same and may remove such property to a public warehouse for deposit or may retain the same in its own possession and sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale, and second to any sums owed by the Lessee to the Port Authority, with any balance remaining to be paid to the Lessee; if the expenses of such removal, storage and sale shall exceed the proceeds of sale, the Lessee shall pay such excess to the Port Authority on demand. Without limiting any term or provision of this Agreement, the Lessee shall indemnify and save harmless the Port Authority, its officers, agents, employees, contractors and subcontractors, from and against any and all claims of third persons arising out of the exercise by the Port Authority of its right to remove property as hereinabove provided including all claims for conversion, all claims for damage or destruction of property, all claims for injuries to persons (including death), and all other claims for damages, consequential or otherwise.

Section 18. Assignment and Sublease

(a) The Lessee covenants and agrees that it will not sell, convey, transfer, assign, mortgage or pledge this Agreement or any part thereof, or any rights created thereby or the letting thereunder or any part thereof.

(b) The Lessee shall not sublet the Facility or any part thereof.

(c) If the Lessee assigns, sells, conveys, transfers, mortgages, pledges or sublets in violation of paragraphs (a) or (b) of this Section or if the Facility is occupied by any person, firm or corporation other than the Lessee, the Port Authority may collect rent from any assignee, sublessee, or anyone who claims a right to this Agreement or to the letting or who occupies the Facility, and shall apply the net amount collected to the rental herein reserved; and no such collection shall be deemed a waiver by the Port Authority of the covenants contained in paragraphs (a) and (b) of this Section, nor an acceptance by the Port Authority of any such assignee, sublessee, claimant or occupant as tenant, nor a release of the Lessee by the Port Authority from the further performance by the Lessee of the covenants contained in this Agreement.

(d) The Lessee further covenants and agrees that it will not use or permit any person whatsoever to use the Facility or any portion thereof for any purpose other than as provided in Section 8 of this Agreement.

Section 19. Condemnation

(a) In any action or other proceeding by any governmental agency or agencies for the taking for a public use of any interest in all or part of the Facility, or in case of any deed, lease or other conveyance in lieu thereof (all of which are in this Section referred to as "taking or conveyance"), the Lessee shall not be entitled to assert any claim to any compensation, award or part thereof made or to be made therein or therefor or any claim to any consideration or rental or any part thereof paid therefor, or to institute any action or proceeding or to assert any claim against such agency or agencies or against the Port Authority for any such taking or conveyance, it being understood and agreed between the parties hereto that the Port Authority shall be entitled to all compensation or awards made or to be made or paid, and all such consideration or rental, free of any claim or right of the Lessee.

(b) In the event that all or any portion of the Facility is required by the Port Authority to comply with any present or future governmental law, rule, regulation, requirement, order or direction, the Port Authority may by notice

given to the Lessee terminate the letting with respect to all or such portion of the Facility so required. Such termination shall be effective on the date specified in the notice. The Lessee hereby agrees to deliver possession of all or such portion of the Facility so required upon the effective date of such termination in the same condition as that required for the delivery of the Facility upon the date originally fixed by this Agreement for the expiration of the term of the letting. No taking by or conveyance to any governmental authority as described in paragraph (a) of this Section, nor any delivery by the Lessee nor taking by the Port Authority pursuant to this paragraph, shall be or be construed to be an eviction of the Lessee or a breach of this Agreement or be made the basis of any claim by the Lessee against the Port Authority for damages, consequential or otherwise.

(c) In the event that the taking or conveyance covers the entire Facility, or in the event that the letting is terminated with respect to the entire Facility pursuant to paragraph (b) of this Section, then this Agreement shall, as of the date possession is taken by such agency or agencies from the Port Authority, or as of the effective date of such termination, cease and determine in the same manner and with the same effect as if the said date were the original date of expiration hereof.

(d) In the event that the taking or conveyance covers a part only of the Facility, or in the event that the letting is terminated pursuant to paragraph (b) of this Section with respect to a part only of the Facility, then the letting as to such part shall, as of the date possession thereof is taken by such agency or agencies, or as of the effective date of such termination, cease and determine in the same manner and with the same effect as if the term of the letting had on that date expired.

(e) In the event that the taking or conveyance or the delivery by the Lessee or taking by the Port Authority pursuant to paragraph (b) of this Section covers fifty per cent (50%) or more of the total usable area of the Facility including both open and enclosed space, then the Lessee and the Port Authority shall each have an option exercisable by notice given within ten (10) days after such taking or conveyance to terminate the letting hereunder, as of the date of such taking, and such termination shall be effective as if the date of such taking were the original date of expiration hereof.

Section 20. Construction by the Lessee

Except as may be otherwise expressly provided in Section 9, the Lessee shall not erect any structures, make any improvements or do any other construction work at the Facility or alter, modify or make additions, improvements or repairs to or replacements of, any structure now existing or built at any time

during the letting, or install any fixtures without the prior consent of the Port Authority. In the event any construction, improvement, alteration, modification, addition, repair or replacement is made, with or without the Port Authority's consent, and unless the consent of the Port Authority shall expressly provide otherwise, the same shall immediately become the property of the Port Authority, and the Lessee shall have no right to remove the same either during the letting or at the expiration thereof unless the Port Authority, at any time prior to the expiration of the term of the letting, or any extension or renewal thereof, shall give notice to the Lessee to remove the same, or to cause the same to be changed to the satisfaction of the Port Authority, in which case the Lessee agrees to remove the same, or change it in compliance with such notice. In case of any failure on the part of the Lessee to comply with such notice, the Port Authority may effect the removal or change, and the Lessee hereby agrees to pay the cost thereof to the Port Authority upon demand.

Section 21. Additional Rent and Charges

(a) If the Port Authority has paid any sum or sums or has incurred any obligations or expense which the Lessee has agreed to pay or reimburse the Port Authority for, or if the Port Authority is required or elects to pay any sum or sums or incurs any obligations or expense by reason of the failure, neglect or refusal of the Lessee to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Agreement or as a result of an act or omission of the Lessee contrary to the said conditions, covenants and agreements, the Lessee shall pay to the Port Authority the sum or sums so paid or the expense so incurred, including all interest, costs, damages and penalties, and the same may be added to any installment of rent thereafter due hereunder, and each and every part of the same shall be and become additional rent, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of any of the rentals set forth in this Agreement. If practicable, and except in case of emergency, the Port Authority will provide the Lessee with notice prior to the Port Authority's making any such payment or incurring any such obligation or expense.

(b) For all purposes under this Section and in any suit, action or proceeding of any kind between the Port Authority and the Lessee, any receipt showing any payment of any sum or sums by the Port Authority for any work done or material furnished shall be prima facie evidence against the Lessee that the amount of such payment was necessary and reasonable. Should the Port Authority elect to use its operating and maintenance staff in performing any work and to charge the Lessee with the cost thereof, any time report of any employee of the Port Authority showing hours of work or labor allocated to such work,

or any stock requisition of the Port Authority showing the issuance of materials for use in the performance thereof, shall likewise be prima facie evidence against the Lessee that the amount of such charge was necessary and reasonable.

(c) The term "cost" in this Agreement shall mean and include: (1) Payroll costs, including contributions to the Retirement System, or the cost of participation in other pension plans or systems, insurance costs, sick-leave pay, holiday, vacation and authorized-absence pays; (2) Cost of materials and supplies used; (3) Payments to contractors; (4) Any other direct costs; and (5) 30% of the sum of the foregoing.

Section 22. Rights of Entry Reserved

(a) The Port Authority, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times to enter upon the Facility for the purpose of inspecting the same, for observing the performance by the Lessee of its obligations under this Agreement, and for the doing of any act or thing which the Port Authority may be obligated or have the right to do under this Agreement or otherwise.

(b) Without limiting the generality of the foregoing, the Port Authority, by its officers, employees, agents, representatives, and contractors, and on behalf of furnishers of utilities and other services, shall have the right, for its own benefit, for the benefit of the Lessee, or for the benefit of others than the Lessee at the Facility, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the Facility at all reasonable times to make such repairs, replacements or alterations as the Port Authority shall deem necessary or advisable and, from time to time, to construct or install over, in or under the Facility new systems or parts thereof; provided, however, that in the exercise of such rights of access, repair, alteration or new construction the Port Authority shall not unreasonably interfere with the use and occupancy of the Facility by the Lessee.

(c) In the event that any property of the Lessee shall obstruct the access of the Port Authority, its employees, agents or contractors to any of the existing or future utility, mechanical, electrical and other systems and thus shall interfere with the inspection, maintenance or repair of any such system, the Lessee shall move such property, as directed by the Port Authority, in order that the access may be had to the system or part thereof for its inspection, maintenance or repair, and, if the Lessee shall fail so to move such property after written direction from the Port Authority to do so, the Port Authority may move it and the Lessee hereby agrees to pay the cost of such moving upon demand.

(d) Nothing in this Section shall impose, or shall be construed to impose upon the Port Authority any obligations so to construct or maintain or to make repairs, replacements, alterations or additions, or shall create any liability for any failure so to do. The Lessee is and shall be in exclusive control and possession of the Facility and the Port Authority shall not in any event be liable for any injury or damage to any property or to any person happening on or about the Facility or for any injury or damage to the premises or to any property of the Lessee or of any other person located therein or thereon (other than those occasioned by the acts of the Port Authority).

(e) At any time and from time to time during ordinary business hours within the three (3) months next preceding the expiration of the letting, the Port Authority, by its agents and employees, whether or not accompanied by prospective lessees, occupiers or users of the Facility, shall have the right to enter thereon for the purpose of exhibiting and viewing all parts of the same, and during such three-month period the Port Authority may place and maintain on the Facility, the usual "To Let" signs, which signs the Lessee shall permit to remain without molestation.

(f) If, during the last month of the letting, the Lessee shall have removed all or substantially all its property from the Facility, the Port Authority may immediately enter and alter, renovate and redecorate the Facility.

(g) The exercise of any or all of the foregoing rights by the Port Authority or others shall not be or be construed to be an eviction of the Lessee nor be made the grounds for any abatement of rental nor any claim or demand for damages, consequential or otherwise.

Section 23. Limitation of Rights and Privileges Granted

(a) The Facility is let to the Lessee and the Lessee takes the same subject to all the following: (i) easements, restrictions, reservations, covenants and agreements, if any, to which the Facility may be subject; rights of the public in and to any public street; (ii) rights, if any, of any enterprise, public or private, which is engaged in furnishing heating, lighting, power, telegraph, telephone, steam, or transportation services and of the municipality and State in which the Facility is located; (iii) permits, licenses, regulations and restrictions, if any, of the United States the municipality or State in which the Facility is located, or other governmental authority.

(b) No greater rights or privileges with respect to the use of the Facility or any part thereof are granted or intended to be granted to the Lessee by this Agreement, or by any

provision thereof, than the rights and privileges expressly and specifically granted.

(c) Nothing in this Agreement contained shall grant to the Lessee any rights whatsoever in the air space above the roof of any building or buildings or portion of any building or buildings, if any are included in the Facility, (except to the extent required in either case for the performance of any of the obligations of the Lessee hereunder), or more than twenty (20) feet above the present ground level of any open area included in the Facility (except to the extent required for the operation of the container cranes on the Facility and the movement and storage of containers). If any construction or installation is contemplated in this Agreement, the height thereof above ground shall be as determined solely by the Port Authority.

Section 24. Prohibited Acts

(a) (1) Subject to all the terms and provisions of this Agreement, the Lessee may install vending machines or devices designed to dispense or sell food, beverages, tobacco or tobacco products, or arrange for the installation and operation of such machines, subject to the Port Authority's approval of the type and method of installation thereof and the Lessee may use an independent contractor, operator or supplier for such machines selected by the Lessee unless the Port Authority determines that said contractor, operator or supplier will adversely affect or interfere with operations at the Facility or will cause or contribute to the causing of labor problems or disturbances thereat. Such vending machines shall be installed and operated solely for use by the Lessee's officers, members, employees, contractors, customers, guests and invitees. The Lessee's agreement with any contractor, operator or supplier of vending machines shall permit cancellation by the Lessee in the event the Port Authority notifies the Lessee that such contractor, operator or supplier fails to meet the standards described in this paragraph. The Lessee shall be fully responsible for insuring that its contractor, operator or supplier shall comply with all of the applicable provisions of this Agreement and all acts and omissions of such contractor, operator or supplier shall be deemed acts and omissions of the Lessee and the Lessee and the contractor, operator or supplier shall be jointly and severally responsible therefor to the Port Authority only.

(2) Subject to all of the provisions of this Agreement, and pursuant to an approved tenant construction or alteration application under Section 9 of this Agreement, the Lessee may install a coffee shop, and may arrange for the presence at the Facility of a mobile coffee wagon, and may operate such facilities with its own employees, or arrange for the operation thereof by an independent contractor or operator selected by the Lessee unless the Port Authority determines that

said contractor or operator will adversely affect or interfere with operations at the Facility or will cause or contribute to the causing of labor problems or disturbances thereat. Such coffee shop and mobile coffee wagon shall be installed and operated solely for use by the Lessee's officers, members, employees, contractors, customers, guests, and invitees. The Lessee shall be fully responsible for insuring that its contractor or operator shall comply with all of the applicable provisions of this Agreement and all acts and omissions of such contractor or operator shall be deemed acts and omissions of the Lessee and the Lessee and the contractor or operator shall be jointly and severally responsible therefor to the Port Authority only.

(b) Except as expressly permitted by the provisions of paragraph (a) of this Section, the Lessee shall not install, maintain or operate, or permit the installation, maintenance or operation at the Facility of any vending machine or device designed to dispense or sell food, beverages, tobacco, tobacco products or merchandise of any kind, whether or not included in the above categories, or of any restaurant, cafeteria, kitchen, stand or other establishment of any type for the preparation, dispensing or sale of food, beverages, tobacco, tobacco products or merchandise of any kind, whether or not included in the above categories, or of any equipment or device for the furnishing to the public of any retail service, including therein, without limitation thereto, telephone pay-stations.

(c) Subject to the provisions of paragraph (a) of this Section, the Port Authority, by itself, or by contractors, lessees, or permittees, shall have the exclusive right to install, maintain and receive and retain the revenues from all coin-operated or other machines or devices for the sale of merchandise of all types, or for the rendering of services, which may be operated at the Facility. The Lessee shall have the right to receive and retain the revenues from any coffee shop or mobile coffee wagon and from all coin-operated or other machines or devices which it may install at the Facility pursuant to the provisions of paragraph (a) of this Section.

Section 25. Termination

(a) If any one or more of the following events shall occur, that is to say:

(1) The Lessee shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement or its reorganization or the readjustment of its

indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or of any State thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property; or

(2) By order or decree of a court the Lessee shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or, if the Lessee is a corporation, by any of its stockholders, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any State thereof; or

(3) A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against the Lessee and shall not be dismissed within thirty (30) days after the filing thereof; or

(4) The letting or the interest of the Lessee under this Agreement shall be transferred to, pass to or devolve upon, by operation of law or otherwise, any other person, firm or corporation; or

(5) The Lessee shall, without the prior approval of the Port Authority, become a successor or merged corporation in a merger, a constituent corporation in a consolidation, or a corporation in dissolution; or

(6) If the Lessee is a partnership, the said partnership shall be dissolved as the result of any act or omission of its partners or any of them, or by operation of law or the order or decree of any court having jurisdiction, or for any other reason whatsoever; or

(7) 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 officer, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the Lessee, and such possession or control shall continue in effect for a period of fifteen (15) days; or

(8) The Lessee shall voluntarily abandon, desert or vacate the Facility or discontinue its operations at the Facility or, after exhausting or abandoning any right of further appeal, the Lessee shall be prevented for a period of thirty (30) days by action of any governmental agency from conducting its operations at the Facility, regardless of the fault of the Lessee; or

(9) Any lien shall be filed against the Facility or any part thereof because of any act or omission of the Lessee and shall not be discharged or bonded within sixty (60) days; or

(10) The Lessee shall fail duly and punctually to pay the rental or to make any other payment required under this Agreement when due to the Port Authority; or

(11) The Lessee shall fail to keep, perform and observe each and every other promise, covenant and agreement set forth in this Agreement, on its part to be kept, performed or observed, within ten (10) days after its receipt of notice of default thereunder from the Port Authority (except where fulfillment of its obligation requires activity over a period of time, and the Lessee shall have commenced to perform whatever may be required for fulfillment within ten (10) days after receipt of notice, and continues such performance without interruption except for causes beyond its control);

then upon the occurrence of any such event or at any time thereafter during the continuance thereof, the Port Authority may by five (5) days' written notice terminate the letting and the rights of the Lessee under this Agreement, such termination to be effective upon the date specified in such notice. Such right of termination and the exercise thereof shall be and operate as a conditional limitation.

(b) If any of the events enumerated in paragraph (a) of this Section shall occur prior to the commencement of the letting, the Lessee shall not be entitled to enter into possession of the premises, and the Port Authority, upon the occurrence of any such event, or at any time thereafter during the continuance thereof may, by twenty-four (24) hours' notice, cancel the interest of the Lessee under this Agreement, such cancellation to be effective upon the date specified in such notice.

(c) No acceptance by the Port Authority of rentals, fees, charges or other payments in whole or in part for any period or periods after a default of any of the terms, covenants and conditions hereof to be performed, kept or observed by the Lessee shall be deemed a waiver of any right on the part of the Port Authority to terminate the letting. No waiver by the Port Authority of any default on the part of the Lessee in performance of any of the terms, covenants or conditions hereof to be performed, kept or observed by the Lessee shall be or be construed to be a waiver by the Port Authority of any other or subsequent default in performance of any of the said terms, covenants and conditions.

(d) The rights of termination described above shall be in addition to any other rights of termination provided in this Agreement and in addition to any rights and remedies that the Port Authority would have at law or in equity consequent upon any breach of this Agreement by the Lessee, and the exercise by the Port Authority of any right of termination shall be without prejudice to any other such rights and remedies.

Section 26. Right of Re-entry

The Port Authority shall, as an additional remedy upon the giving of a notice of termination as provided in Section 25 of this Agreement, have the right to re-enter the Facility and every part thereof upon the effective date of termination without further notice of any kind, and may regain and resume possession either with or without the institution of summary or other legal proceedings, or otherwise. Such re-entry, or regaining or resumption of possession, however, shall not in any manner affect, alter or diminish any of the obligations of the Lessee under this Agreement, and shall in no event constitute an acceptance of surrender.

Section 27. Waiver of Redemption

The Lessee hereby waives any and all rights to recover or regain possession of the Facility and all rights of redemption, granted by or under any present or future law in the event it is evicted or dispossessed for any cause, or in the event the Port Authority obtains possession of the Facility in any lawful manner.

Section 28. Survival of the Obligations of the Lessee

(a) In the event that the letting shall have been terminated in accordance with a notice of termination as provided in Section 25 of this Agreement, or the interest of the Lessee shall have been cancelled pursuant thereto, or in the event that the Port Authority has re-entered, regained or resumed possession of the Facility in accordance with the provisions of Section 26

of this Agreement, all of the obligations of the Lessee under this Agreement shall survive such termination or cancellation, re-entry, regaining or resumption of possession and shall remain in full force and effect for the full term of the letting, as originally fixed in Section 3 hereof, and the amount or amounts of damages or deficiency shall become due and payable to the Port Authority to the same extent, at the same time or times and in the same manner as if no termination, cancellation, re-entry, regaining or resumption of possession has taken place. The Port Authority may maintain separate actions each month to recover the damage or deficiency then due, or at its option and at any time may sue to recover the full deficiency (less the proper discount) for the entire unexpired term.

(b) The amount or amounts of damages for the period of time subsequent to termination or cancellation (or re-entry, regaining or resumption of possession) shall be:

(1) the amount of all unfulfilled monetary obligations of the Lessee under this Agreement, including, without limitation thereto, all sums constituting additional rental under Section 21 of this Agreement, and all sums constituting the rentals under Section 3, Section 4 and Section 6 of this Agreement, accrued prior to the effective date of termination, and the cost to and expenses of the Port Authority for fulfilling all other obligations of the Lessee which would have accrued or matured during the balance of the term or on the expiration date originally fixed or within a stated time after expiration or termination; and

(2) an amount equal to the cost and the expenses of the Port Authority in connection with the termination, cancellation, regaining, possession and restoring and reletting the Facility, the Port Authority's legal expenses and costs, and the Port Authority costs and expenses for the care and maintenance of the Facility during any period of vacancy, and any brokerage fees and commission in connection with any reletting; and

(3) on account of the Lessee's obligations under this Agreement with respect to the interim container throughput rental and the interim non-container throughput rental, an amount equal to the amount of such rentals (taking into account all minimum rentals) which would have been paid by the Lessee during the balance of the interim period if there had been no termination or cancellation (or re-entry, regaining or resumption of possession). Such amount shall be calculated in accordance with the following: (i) on

account of the Lessee's obligations under this Agreement with respect to the interim non-container throughput rental, the applicable charge per revenue ton prevailing at the time of termination or cancellation (or re-entry, regaining or resumption of possession) shall be multiplied by the "average number of revenue tons per month" as defined below and the product so obtained shall in turn be multiplied by the number of full calendar months remaining in the interim period at the time of termination or cancellation (or re-entry, regaining or resumption of possession); and (ii) on account of the Lessee's obligations under this Agreement with respect to the interim container throughput rental, the provisions of paragraphs (b) and (e) of Section 3 hereof for the interim annual period during which termination or cancellation (or re-entry, regaining or resumption of possession) shall occur shall be applied to the "average monthly number of containers" as defined below and the result so obtained shall in turn be multiplied by the number of full calendar months remaining in the interim period at the time of termination or cancellation (or re-entry, regaining or resumption of possession). The "average number of revenue tons per month" shall be calculated by dividing the total number of revenue tons of non-container cargo and treated rubble, respectively, loaded onto or discharged from vessels berthing at the premises during the last three months to occur during the interim period by three (3) and the "average monthly number of containers" shall be calculated by dividing the total number of qualified containers, as defined in Section 3 (a) (5) hereof, loaded onto or discharged from vessels berthing at the premises during the last three months to occur during the interim period by three (3);

(4) on account of the Lessee's obligations under this Agreement with respect to the container throughput rental, the non-container throughput rental, and the crane rental, an amount equal to the amount of such rentals (taking into account all minimum rentals) which would have been paid by the Lessee during the balance of the term if there had been no termination or cancellation (or re-entry, regaining or resumption of possession). Such amount shall be calculated in accordance with the following: (i) on account of the Lessee's obligations under this Agreement with respect to the non-container throughput rental, the applicable charge per revenue ton prevailing at the time of termination or cancellation (or re-entry, regaining or resumption of possession) shall be multiplied by the "average number of revenue tons per month" as defined

below and the product so obtained shall in turn be multiplied by the number of full calendar months remaining in the term of the letting at the time of termination or cancellation (or re-entry, regaining or resumption of possession); and (ii) on account of the Lessee's obligations under this Agreement with respect to the container throughput rental, the provisions of paragraphs (b) and (f) of Section 4 hereof for the annual period during which termination or cancellation (or re-entry, regaining or resumption of possession) shall occur shall be applied to the "average monthly number of containers" as defined below and the result so obtained shall in turn be multiplied by the number of full calendar months remaining in the term of the letting at the time of termination or cancellation (or re-entry, regaining or resumption of possession). The "average number of revenue tons per month" shall be calculated by dividing the total number of revenue tons of non-container cargo and treated rubble, respectively, loaded onto or discharged from vessels berthing at the premises during the last full twelve month annual period by twelve (12) and the "average monthly number of containers" shall be calculated by dividing the total number of qualified containers, as defined in Section 4 (a) (3) hereof, loaded onto or discharged from vessels berthing at the premises during the last full twelve month annual period by twelve (12). As to the Lessee's obligations under this Agreement with respect to the crane rental, the provisions of paragraphs (b) and (c) of Section 6 hereof for the annual period during which termination or cancellation (or re-entry, regaining or resumption of possession) shall occur shall be applied to the "average monthly number of containers" as defined below and the result so obtained shall in turn be multiplied by the number of full calendar months remaining in the term of the letting at the time of termination or cancellation (or re-entry, regaining or resumption of possession). The "average monthly number of containers" shall be calculated by dividing the total number of qualified containers, as defined in Section 6 (a) (3) hereof, loaded onto or discharged from vessels berthing at the premises during the last full twelve month annual period by twelve (12).

Section 29. Reletting by the Port Authority

The Port Authority, upon termination or cancellation pursuant to Section 25 of this Agreement, or upon any re-entry, regaining or resumption of possession pursuant to Section 26 of this Agreement, may occupy the Facility or may relet the Facility and shall have the right to permit any person, firm or

corporation to enter upon the Facility and use the same. Such reletting may be of part only of the Facility or of the Facility, and for a period of time the same as or different from the balance of the term hereunder remaining, and on terms and conditions the same as or different from those set forth in this Agreement. The Port Authority shall also, upon termination or cancellation pursuant to Section 25 of this Agreement, or upon re-entry, regaining or resumption of possession pursuant to Section 26 of this Agreement, have the right to repair and to make structural or other changes at the Facility, including changes which alter the character of the Facility and the suitability thereof for the purposes of the Lessee under this Agreement, without affecting, altering or diminishing the obligations of the Lessee hereunder. In the event either of any reletting or of any actual use and occupancy by the Port Authority (the mere right to use and occupy not being sufficient however) there shall be credited to the account of the Lessee against its survived obligations hereunder any net amount remaining after deducting from the amount actually received from any lessee, licensee, permittee or other occupier in connection with the use of the Facility (or portion thereof) during the balance of the term of the letting as the same is originally stated in this Agreement, or from the market value of the occupancy of such portion of the Facility as the Port Authority may itself during such period actually use and occupy, all reasonable expenses, reasonable costs and reasonable disbursements incurred or paid by the Port Authority in connection therewith. Neither any such letting nor any such other use or occupancy shall be or be construed to be an acceptance of a surrender. It is understood by the Port Authority and the Lessee that the Port Authority has no obligation to relet the Facility or any portion thereof or to use or occupy the Facility or any portion thereof itself, except to the extent as may be required by law.

Section 30. Remedies to Be Nonexclusive

All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to the Port Authority at law or in equity, and neither the exercise of any remedy, nor any provision in this Agreement for a remedy or an indemnity shall prevent the exercise of any other remedy.

Section 31. Surrender

(a) The Lessee covenants and agrees to yield and deliver peaceably to the Port Authority possession of the Facility on the date of the cessation of the letting, whether such cessation be by termination, expiration or otherwise, promptly and in the condition required by the provisions of

Section 16(c) hereof regarding the condition of the Facility at the expiration or termination of the letting hereunder.

(b) Unless required for the performance by the Lessee of its obligations hereunder, the Lessee shall have the right at any time during the letting to remove from the Facility, all its equipment, removable fixtures and other personal property, and all property of third persons for which the Lessee is responsible, and on or before the expiration or earlier termination of the letting it shall remove all of the same from the Facility, repairing all damage caused by any removal. If the Lessee shall fail to remove such property on or before the termination or expiration of the letting, the Port Authority may remove such property to a public warehouse for deposit or may retain the same in its own possession and in either event may sell the same at public auction, the proceeds of which shall be applied: first to the expenses of removal, including repair required thereby, and of storage and sale; second, to any sums owed by the Lessee to the Port Authority, with any balance remaining to be paid to the Lessee; if the expenses of such removal, repair, storage and sale shall exceed the proceeds of sale, the Lessee shall pay such excess to the Port Authority upon demand. Without limiting any other term or provision of this Agreement, the Lessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, agents, employees and contractors from all claims of third persons arising out of the Port Authority's removal and disposition of property pursuant to this Section, including claims for conversion, claims for loss of or damage to property, claims for injury to persons (including death), and claims for any other damages, consequential or otherwise.

Section 32. Acceptance of Surrender of Lease

No agreement of surrender or to accept a surrender shall be valid unless and until the same shall have been reduced to writing and signed by the duly authorized representatives of the Port Authority and of the Lessee. Except as expressly provided in this Section, neither the doing of, nor any omission to do, any act or thing, shall be deemed an acceptance of a surrender of the letting or of this Agreement.

Section 33. Notices

(a) All notices, permissions, requests, consents and approvals given or required to be given to or by either the Port Authority or the Lessee, except as otherwise expressly provided herein, shall be in writing (which shall include a telegram when delivered to the telegraph company), and all such notices and requests shall be (i) personally delivered to the party or to the duly designated officer or representative of such party; or (ii) delivered to an office of such party, officer or representative

during regular business hours; or (iii) delivered to the residence of such party, officer or representative at any time; or (iv) if directed to the Lessee, delivered to the Facility at any time; or (v) forwarded to such party, officer or representative at the office or residence address by registered or certified mail, or delivered to such party at such address by "Federal Express" or similar courier service. The Lessee shall designate an office within the Port of New York District and an officer or representative whose regular place of business is at such office. Until further notice, the Port Authority hereby designates its Executive Director, and the Lessee designates the person whose name appears on the first page of this Agreement as their respective officers or representatives upon whom notices and requests may be served, and the Port Authority designates its office at One World Trade Center, New York, New York 10048, and the Lessee designates its office, the address of which is set forth in Page 1 of this Agreement, as their respective offices where notices and requests may be served.

(b) If any notice is mailed or delivered, the giving of such notice shall be complete upon receipt or, in the event of a refusal by the addressee, upon the first tender of the notice to the addressee or at the permitted address. If any notice is sent by telegraph, the giving of such notice shall be complete upon receipt or, in the event of a refusal by the addressee, upon the first tender of the notice by the telegraph company to the addressee or at the address thereof.

Section 34. General

(a) Wherever in this Agreement the Lessee agrees or is required to do or has the right to do, any act or thing, the following shall apply:

(1) If the Lessee is a corporation, its obligations shall be performed by it and its rights shall be exercised only by its officers and employees; or

(2) If the Lessee is a partnership, its obligations shall be performed and its rights shall be exercised by its partners and employees only; or

(3) If the Lessee is an individual, his obligations shall be performed and his rights shall be exercised by himself and his employees only;

except that the Lessee may use contractors in the performance of its obligations to maintain and repair the Facility and to supply watching and stevedoring services, including, coopering, clerking, checking, and extra labor functions at the Facility provided, that if separate contractors are engaged to perform any of the foregoing services nevertheless the active management,

direction, administration, executive action and overhead functions involved in the operations of the Lessee shall all be performed at all times during the letting solely by the Lessee, its officers and employees, and provided, further, that the Lessee shall be fully responsible to the Port Authority for the acts and omissions of such contractors and their officers, agents, representatives, employees and persons at the Facility with their consent to the same extent as if the same were the employees of the Lessee. None of the provisions of this paragraph (a) shall be taken to alter, amend or diminish any obligation of the Lessee assumed in relation to its invitees, business visitors, agents, representatives, contractors, customers, guests, or other persons, firms or corporations doing business with it or using or on or at the Facility with its consent.

(b) If more than one individual or other legal entity is the Lessee under this Agreement, each and every obligation hereof shall be the joint and several obligation of each such individual or other legal entity.

(c) Unless otherwise stated in this Agreement, in its use of the Facility the Lessee shall act only for its own account and, without limiting the generality of the foregoing, shall not act as agent, representative, factor, broker, forwarder, bailee, or consignee without legal title to the subject matter of the consignment, except to the extent necessary for exercise of the rights of user granted by this Agreement.

(d) The Lessee's representative, hereinbefore specified in this Agreement, (or such substitute as the Lessee may hereafter designate in writing) shall have full authority to act for the Lessee in connection with this Agreement and any things done or to be done hereunder, and to execute on the Lessee's behalf any amendments or supplements to this Agreement or any extension thereof.

(e) The Section headings in this Agreement are inserted only as a matter of convenience and for reference, and they in no way define or limit or describe the scope or intent of any provision hereof.

(f) All payments required of the Lessee by this Agreement shall be made by mail to the Port Authority at P. O. Box 17309, Newark, New Jersey, 07194, or to such other address as may be substituted therefor.

(g) This Agreement does not constitute the Lessee the agent or representative of the Port Authority for any purpose whatsoever. Neither a partnership nor any joint venture is hereby created, notwithstanding the fact that all or a portion of

the rental to be paid hereunder may be determined by gross receipts from the operations of the Lessee hereunder.

(h) As used in Section 22, the phrase "utility, mechanical, electrical and other systems" shall mean and include (without limitation thereto) the following: machinery, engines, dynamos, boilers, elevators, escalators, incinerators and incinerator flues, systems for the supply of fuel, electricity, water, gas and steam, plumbing, heating, sewerage, drainage, ventilating, air-conditioning, communications, fire-alarm, fire-protection, sprinkler, telephone, telegraph and other systems, fire hydrants and fire hoses, and their respective wires, mains, switches, conduits, lines, tubes, valves, pipes, motors, cables, fixtures and other equipment.

(i) All designations of time herein contained shall refer to the time-system then officially in effect in the municipality wherein the Facility is located.

(j) As used in this Agreement, "letting" shall include any extension of the letting under this Agreement, whether made by agreement or by operation of law, and "Manager of the Facility" or "Manager" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the said Manager or in the Superintendent of the Facility by this Agreement; but until further notice from the Port Authority to the Lessee, it shall mean the Manager (or the Acting Manager) Port Authority Marine Terminals-New York for the time being, or his duly designated representative or representatives.

(k) No designation in this Agreement of any area as a street, highway, roadway or other comparable characterization, whether or not by name, shall be or be deemed to be an admission, recognition or acknowledgement of public or private rights in the area so designated, or as a dedication for or a consent to any public or private use of the same. All use in this Agreement of names and designations in connection with such areas is merely for the purpose of fixing geographical locations.

(l) "Basic Lease" shall mean that agreement of lease made as of June 30, 1983 (hereinafter called "the 1983 Lease") by and between the City of New York (hereinafter called "the City") and the U.S. Lines, Inc. and subsequently assigned to the Port Authority and amended pursuant to that agreement made as of June 11, 1985 (hereinafter called "the Assignment") made by and among the City, the Port Authority and U.S. Lines, Inc., as the 1983 Lease as amended by the Assignment has been heretofore or may be hereafter from time to time supplemented and amended, including but not limited to that certain agreement between the City and the Port Authority dated as of May 10, 1990. The Port Authority represents to the Lessee that as of the effective date of this

Agreement the Port Authority is not under notice of termination from the City under the provisions of the Basic Lease.

(m) The rights of the Port Authority in the Facility are those acquired by it pursuant to the Basic Lease, and no greater or further rights are granted or intended to be granted to the Lessee hereunder than the Port Authority has power thereunder to grant. The letting under this Agreement shall in any event terminate simultaneously with the expiration or earlier termination or mutual surrender of the Basic Lease. The Lessee agrees that nothing contained in this Agreement, nor the letting provided for hereunder, shall in any way limit or affect the right of the Port Authority to terminate the Basic Lease or to enter into an agreement with the City for the mutual surrender of the Basic Lease.

(n) As used in this Agreement, "Facility", "Terminal", "Marine Terminal", "Howland Hook Marine Terminal", or "marine terminal" shall mean the premises under this Agreement, being land in the Borough of Staten Island, in the County of Richmond, in the City and State of New York leased to the Port Authority under the provisions of the Basic Lease.

(o) So long as the Port Authority shall remain the lessee of the Facility under the Basic Lease, the Lessee, upon paying all of the rentals provided for in this Agreement and observing and performing all the terms, covenants and conditions on the Lessee's part to be observed and performed under this Agreement, may peaceably and quietly have, hold and enjoy the Facility during the term of the letting free of any act or acts of the Port Authority, except as expressly permitted in this Agreement.

(p) This Agreement and the letting hereunder are and shall be subject and subordinate to all mortgages which may now or hereafter affect the Facility, and to all renewals, modifications, consolidations, replacements and extensions thereof, and although the provisions of this Section shall be deemed to be self-operating and effective for all purposes without any further instrument on the part of the Lessee, the Lessee shall execute on demand and without expense to the Port Authority such further instruments confirmatory of the provisions of this Section as the Port Authority may request.

(q) Without in any way limiting the obligations of the Lessee as elsewhere stated in this Agreement, the Lessee shall be liable to the Port Authority for any damage done to the Facility or to any part thereof, or to any property of the Port Authority thereon through any act or omission of those in charge of any one or more vessels, steamers, tugboats, barges, lighters, or other floating equipment, or highway or other vehicles, or other

transportation equipment while the same are at, coming to or leaving the Facility.

Section 35. Premises

(a) The Port Authority shall deliver the premises to the Lessee in its presently existing "as is" condition. The Lessee agrees to and shall take the premises in its "as is" condition and the Port Authority shall have no obligations under this Agreement for finishing work or preparation of any portion of the premises for the Lessee's use.

(b) The Lessee acknowledges that it has not relied upon any representation or statement of the Port Authority or its Commissioners, officers, employees or agents as to the condition of the premises or the suitability thereof for the operations permitted on the premises by this Agreement. The Lessee, prior to the execution of this Agreement, has thoroughly examined the premises as existing and has found the same to be suitable and satisfactory for the operations of the Lessee contemplated and permitted under this Agreement. Without limiting any obligation of the Lessee to commence operations under this Agreement at the time and in the manner stated elsewhere in this Agreement, the Lessee agrees that no portion of the premises will be used initially or at any time during the letting which is in a condition unsafe or improper for the conduct of the operations of the Lessee, so that there is possibility of injury or damage to life or property, and the Lessee further agrees that before any use it will immediately correct any such unsafe or improper condition.

(c) The Port Authority shall not be liable to the Lessee for injury or death to any person or persons whomsoever, or for damage to any property whatsoever at any time in the premises or elsewhere at the Facility, including but not limited to any such injury, death or damage from falling material, water, rain, hail, snow, gas, steam, or electricity, whether the same may leak into, or flow from any part of the Facility or from any other place or quarter.

(d) Nothing contained in this Section shall constitute a waiver by the Lessee of the performance by the Port Authority of any of its obligations set forth elsewhere in this Agreement.

Section 36. Force Majeure

(a) Neither the Port Authority nor the Lessee shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortages of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, tides, riots, rebellion, sabotage or any other circumstances for which it is not responsible and which are not within its control; provided, however, that this paragraph shall not apply to failures by the Lessee to pay the rentals specified in Sections 3, 4 and 6 hereof and shall not apply to any other charges or money payments payable by the Lessee; and, provided, further, that this paragraph shall not prevent the Port Authority or the Lessee from exercising its right of termination under Section 41 hereof or the Port Authority from exercising its right of termination under Sections 25 and 52 hereof.

(b) The Port Authority shall be under no obligation to supply any service or services if and to the extent and during any period that the supplying of any such service or services or the use of any component necessary therefor shall be prohibited or rationed by any federal, state or municipal law, rule, regulation, requirement, order or direction and if the Port Authority deems it in the public interest to comply therewith, even though such law, rule, regulation, requirement, order or direction may not be mandatory on the Port Authority as a public agency.

(c) Without limiting the generality of any other provision of this Agreement, including without limitation paragraph (a) of this Section, no abatement, diminution of reduction of the rent or other charges payable by the Lessee, shall be claimed by or allowed to the Lessee for any inconvenience, interruption, cessation or loss of business or other loss caused, directly or indirectly, by any present or future law, rule, requirement, order, direction, ordinance or regulation of the United States of America, or of the state, county or city government, or of any other municipal, governmental or lawful authority whatsoever, or by priorities, rationing or curtailment of labor or materials, or by war or any matter or thing resulting therefrom, or by any other cause or causes beyond the control of the Port Authority, nor shall this Agreement be affected by any such causes.

Section 37. Brokerage

The Lessee represents and warrants that no broker has been concerned in the negotiation of this Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify

and save harmless the Port Authority of and from any and every claim for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Agreement.

Section 38. Non-Liability of Individuals

Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach or attempted or alleged breach, thereof.

Section 39. Services

(a) The Port Authority shall be under no obligation to supply the Lessee with any services provided by utility companies and other service providers, including but not limited to water, gas, electricity, sewer service, heat, steam, air-conditioning, telephone, telegraph, cable, or electrical guard or watch service.

(b) The Lessee shall promptly pay all water-bills covering consumption at the Facility. In the event that any such water-bill or bills shall remain unpaid for a period of six (6) months after the same becomes due and payable, or in the event that any such bill remains unpaid at the date of expiration or earlier termination of the letting under this Agreement, the Port Authority may pay the same and any interest or penalties thereon, and the total payment or payments shall constitute an item of additional rental, payable to the Port Authority on demand.

(c) The Lessee agrees to heat the enclosed portions of the Facility to a sufficient temperature, or to bleed pipes, so that the plumbing, fire-protection and sprinkler system, if any, will not be damaged by reason of low temperatures.

(d) If any federal, state, municipal or other governmental body, authority or agency, or any public utility or other entity providing any service, assesses, levies, imposes, makes or increases any charge, fee, rent or assessment on the Port Authority, for any service, system or utility now or in the future supplied to or available at the Facility or to the Lessee, the Lessee shall, at the option of the Port Authority exercised at any time and from time to time by notice to the Lessee, pay, in accordance with any such notice, such charge, fee, rent or assessment or such increase thereof either directly to the governmental body, authority or agency, or to the public utility or other entity, or directly to the Port Authority, as such notice may direct. All such payments shall constitute items of additional rental.

(e) No failure, delay or interruption in any service or services, whether such service or services shall be supplied by the Port Authority or by others, shall relieve or be construed to relieve the Lessee of any of its obligations hereunder, or shall be or be construed to be an eviction of the Lessee, or shall constitute grounds for any diminution or abatement of the rental or rentals payable under this Agreement, or grounds for any claim by the Lessee for damages, consequential, or otherwise.

(f) Without in any wise affecting the obligations of the Lessee elsewhere stated in this Agreement, the Lessee shall, subject to the provisions of Section 16 of this Agreement, provide, maintain and keep in good order, condition and repair any and all meters (to be located as designated by the Port Authority, other governmental authority or utility), ship-filling lines and other water-using equipment and facilities.

Section 40. Security

(a) The Lessee shall deposit and maintain with the Port Authority a security deposit in accordance with the provisions of Standard Endorsement No. L23.2 attached to this Agreement and hereby made a part hereof.

(b) Notwithstanding any provision to the contrary contained in Standard Endorsement No. L23.2 referred to in paragraph (a) of this Section, and without otherwise limiting any provision thereof, the security deposit of One Million Five Hundred Thousand Dollars and No Cents ($1,500,000.00) described therein shall be deposited with the Port Authority as follows: (1) Four Hundred Thousand Dollars and No Cents ($400,000.00) shall be deposited on the date of the Lessee's Submission, as defined in Section 44 hereof (which date is hereinafter in this Section called "the Submission Date"); (2) Six Hundred Thousand Dollars and No Cents ($600,000.00) shall be deposited on the first anniversary of the Submission Date; and (3) Five Hundred Thousand Dollars and No Cents ($500,000.00) shall be deposited on the two hundred seventieth (270th) day following the first anniversary of the Submission Date. Notwithstanding any provision set forth above in this paragraph, and in lieu of the provisions hereof, the Lessee shall have the option to deposit the security required under Standard Endorsement No. L23.2 annexed to this Agreement in accordance with the provisions of paragraphs (c) and (d) of this Section.

(c) If the Lessee elects to purchase the Spare Parts, as defined in Section 46 hereof, pursuant to the provisions of said Section 46, or otherwise secures title to the Spare Parts, then the Lessee may further elect to provide the Port Authority with the security interest in the Spare Parts as set forth in paragraph (d) of this Section; provided, however, that if the

Lessee secures title to the Spare Parts from a party other than the Port Authority, then said election by the Lessee to provide said security interest shall be wholly conditional upon and subject to the Port Authority's determination that the Lessee has acquired clear and unencumbered title to the Spare Parts from any such third party, which determination shall be within the sole discretion of the Port Authority. If the Lessee provides the Port Authority with said security interest, then, notwithstanding any provision to the contrary contained in Standard Endorsement No. L23.2 annexed to this Agreement, and without otherwise limiting any provision thereof, the words and figure One Million Five Hundred Thousand Dollars and No Cents ($1,500,000.00) set forth in said Standard Endorsement No. L23.2 shall be and be deemed deleted therefrom and the words and figure One Million Dollars and No Cents ($1,000,000.00) shall be and be deemed inserted in lieu thereof, and said security deposit of One Million Dollars and No Cents ($1,000,000.00) shall be deposited with the Port Authority as follows: (1) Four Hundred Thousand Dollars and No Cents ($400,000.00) shall be deposited upon the Submission Date; (2) Three Hundred Thousand Dollars and No Cents ($300,000.00) shall be deposited on the first anniversary of the Submission Date; and (3) Three Hundred Thousand Dollars and No Cents ($300,000.00) shall be deposited on the two hundred seventieth (270th) day following the first anniversary of the Submission Date. Notwithstanding any other provision of this Section, the Lessee shall not be entitled to provide the security deposit according to the provisions of this paragraph unless the purchase of the Spare Parts as described above in this paragraph is fully consummated prior to the date determined pursuant to subparagraph (2) of this paragraph for the payment of the second installment of said security deposit. For purposes of the immediately preceding sentence, the full consummation of the purchase of the Spare Parts shall include without limitation the full execution of the security agreement described in paragraph (d) of this Section and the completion of any filings required under said security agreement.

(d) In the event that the Lessee elects to provide the Port Authority with the security interest referred to in paragraph (b) of this Section with respect to the Spare Parts, the Lessee agrees to execute a security agreement (which security agreement is hereinafter referred to as the "Security Agreement") in the form attached hereto, marked "Exhibit T" and hereby made a part hereof creating a lien on and security interest in the Spare Parts for the benefit of the Port Authority and as security for the performance by the Lessee of its obligations under this Agreement. In connection therewith, and from time to time, and without limiting the provisions of said Security Agreement, at the request of Port Authority the Lessee will execute appropriate financing statements and continuation statements in form for filing in accordance with the provisions of the Uniform Commercial Code of the State of New York. The Lessee shall have

such obligations regarding the Spare Parts as are set forth in the Security Agreement. The Security Agreement may be executed either on the form attached hereto as Exhibit T or on a separate copy thereof. The existence of the Security Agreement described in this paragraph shall not limit or alter any other remedies of the Port Authority under this Agreement, and the Port Authority may from time to time and at any time elect to pursue (or not to pursue) its rights under the Security Agreement without thereby limiting, voiding or relinquishing any of its other rights or remedies under this Agreement. Nothing contained in this Section shall or shall be deemed to affect the right and option of the Port Authority to repurchase the Spare Parts pursuant to the provisions of Section 46 hereof, except as the security interest may reduce the Sale Price, as defined in paragraph (f) of said Section 46, pursuant to the provisions of said paragraph (f).

(e) The security deposited under Standard Endorsement No. L23.2 and this Section shall be subject to partial return to the Lessee in accordance with the provisions of Exhibit X attached hereto and hereby made a part hereof.

Section 41. Initial Dredging

(a) "The Initial Dredging" for purposes of this Agreement, including without limitation Section 4(a)(4) hereof, shall mean the following dredging to be performed at the sole discretion of the Port Authority and to the extent permitted by governmental authorities having jurisdiction, either by the Port Authority or through a contractor: the dredging of that part of the berthing area shown in diagonal crosshatching on Exhibit A-1 (or such portion thereof as may be necessary) to a depth of forty (40) feet below mean low water and the dredging of that part of the berthing area shown in diagonal hatching on Exhibit A-1 (or such portion thereof as may be necessary) to a depth of thirty-five (35) feet below mean low water. The term "mean low water" as used in this paragraph shall mean low water as most recently at the time of execution of this Agreement determined by observations of the United States Coast and Geodetic Survey. Notwithstanding the foregoing, the Initial Dredging shall be only such dredging as shall produce (or leave in place) such depths and slopes as may be required in the opinion of the Port Authority for underwater support of structures, which opinion shall be controlling.

(b) In the event that the Port Authority has not completed the Initial Dredging by the last day of the second annual period, the Lessee shall have the right to terminate the letting under this Agreement effective as of the last day of the second annual period, without cause, by written notice given to the Port Authority at any time during the last month of the second annual period (which notice shall be effective only if the Initial Dredging is not completed by the last day of the second

annual period); provided, that, the Lessee shall not be under notice of default as to which any applicable period to cure has passed, or under notice of termination, from the Port Authority, either on the date of its giving of such notice to the Port Authority or the effective date thereof. Termination pursuant to the provisions of this paragraph shall have the same effect as if the effective date of termination stated in the notice were the date of expiration of the term of the letting under this Agreement. Nothing contained in this paragraph shall create or be deemed to create any obligation on the part of the Port Authority to obtain any governmental permit or other governmental authorization with respect to the performance of the Initial Dredging or to perform the Initial Dredging. The Lessee agrees that the termination right set forth in this paragraph shall constitute its sole remedy in the event that the Initial Dredging is not completed by the last day of the second annual period by the Port Authority and shall and does release and discharge the Port Authority of and from any and all claims and demands based on the termination of the letting under this Agreement under this paragraph.

(c) In the event that the Port Authority has not completed the Initial Dredging by the last day of the fifth annual period, the Port Authority and the Lessee shall each have the right to terminate the letting under this Agreement effective as of the last day of the fifth annual period, without cause, by written notice given to the other party at any time during the last month of the fifth annual period (which notice shall be effective only if the Initial Dredging is not completed by the last day of the fifth annual period); provided, that, with respect to the Lessee's exercise of its termination right the Lessee shall not be under notice of default as to which any applicable period to cure has passed, or under notice of termination, from the Port Authority, either on the date of its giving of such notice to the Port Authority or the effective date thereof. Termination pursuant to the provisions of this paragraph shall have the same effect as if the effective date of termination stated in the notice were the date of expiration of the term of the letting under this Agreement. Nothing contained in this paragraph shall create or be deemed to create any obligation on the part of the Port Authority to obtain any governmental permit or other governmental authorization with respect to the performance of the Initial Dredging or to perform the Initial Dredging. The Lessee agrees that the termination right set forth in this paragraph shall constitute its sole remedy in the event that the Initial Dredging is not completed by the last day of the fifth annual period by the Port Authority and shall and does release and discharge the Port Authority of and from any and all claims and demands based on the termination of the letting under this Agreement under this paragraph.

Section 42. Records

(a) The Lessee shall maintain in accordance with accepted accounting practice during the term of the letting under this Agreement and for three years thereafter records and books of account (including, without limitation, bills of lading and manifests) recording all transactions in any way connected with or reflecting upon the payment of any rental by the Lessee pursuant to Sections 3, 4 or 6 hereof, and which records and books of account shall be kept at all times within the Port of New York District, as defined in the Port Compact of 1921 authorized by C. 154 Laws of N.Y. 1921 and C. 151 Laws of N.J. 1921, approved by Public Resolution No. 17 of the 67th Congress, First Session, and permit, in ordinary business hours during such time, the examination and audit by the officers, employees and representatives of the Port Authority of such records and books of account and also any of such records and books of account of any company which is owned or controlled by the Lessee, if said company performs services similar to those performed by the Lessee, anywhere in the Port of New York District.

(b) Nothing contained in this Agreement shall be deemed to render any records, or any statement, of the Lessee required to be maintained or supplied hereunder conclusive as to any of the matters set forth therein. The Port Authority may at its sole discretion, in lieu of any records or books of account or statements of the Lessee, employ its own records and books of account for the calculation of any amounts to be paid under this Agreement.

Section 43. Affirmative Action

(a) The Lessee shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and shall undertake or continue existing programs of affirmative action to ensure that minority group persons and women are afforded equal employment opportunity without discrimination. Such programs shall include, but not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selections for training or retraining, including apprenticeship and on-the-job training.

(b) In addition to and without limiting the foregoing and without limiting the provisions of paragraph (p) of Section 9 hereof, it is hereby agreed that the Lessee, in connection with its continuing operation, maintenance and repair of the Facility, or any portion thereof, and in connection with every award or agreement for concessions or consumer services at the Facility, shall throughout the term of the letting hereunder commit itself to and use good faith efforts to implement an extensive program of Affirmative Action, including specific

affirmative action steps to be taken by the Lessee, to ensure maximum opportunities for employment and contracting by minorities and women. In meeting the said commitment the Lessee agrees to submit its said extensive Affirmative Action program, including the specific affirmative action steps to be taken by the Lessee to meet its aforesaid commitment, within sixty (60) days after the commencement of the term of the letting hereof to the Port Authority for its review and approval. The Lessee shall incorporate in its said program such revisions and changes as the Port Authority and the Lessee may agree upon from time to time. The Lessee throughout the term of the letting hereunder shall document its efforts in implementing the said program, shall keep the Port Authority fully advised of the Lessee's progress in implementing the said program and shall supply to the Port Authority such information, data and documentation with respect thereto as the Port Authority may from time to time and at any time request, including but not limited to annual reports. The obligations imposed on the Lessee under this paragraph shall not be construed to impose any greater requirements on the Lessee than those which may be imposed on the Lessee under applicable law.

(c) "Minority" as used herein shall be as defined in paragraph (p) of Section 9 hereof.

(d) In the implementation of this Section the Port Authority may consider compliance by the Lessee with the provisions of any federal, state or local law concerning affirmative action equal employment opportunity which are at least equal to the requirements of this Section, as effectuating the provisions of this Section. If the Port Authority determines that by virtue of such compliance with the provisions of any such federal, state or local law that the provisions hereof duplicate or conflict with such law the Port Authority may waive the applicability of the provisions of this Section to the extent that such duplication or conflict exists.

(e) Nothing herein provided shall be construed as a limitation upon the application of any laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

(f) Nothing in this Section shall grant or be deemed to grant to the Lessee the right to make any agreement or award for concessions or consumer services at the Facility.

Section 44. Commencement Date

For all purposes of this Agreement, including without limitation Section 2 hereof, the "Commencement Date" shall be the date that the Lessee demonstrates to the Port Authority pursuant to the provisions of this Section that the Lessee has entered

into agreements (hereinafter called the "Agreements") with respective customers of the Facility (hereinafter individually called "the Customer" and collectively called "the Customers") under which Agreements in the aggregate the Lessee will have the unconditional right, subject only to the acquisition by the Lessee of possession of the Facility, to perform (except in the case of non-performance or default by the Lessee or the inability of either or both parties to perform on account of conditions beyond its or their control) and the Customers will be unconditionally obligated, subject only to the acquisition by the Lessee of possession of the Facility, to utilize (except in the case of non-performance or default by the Lessee or the inability of either or both parties to perform on account of conditions beyond its or their control) at the Facility no fewer than five thousand five hundred (5,500) individual crane lifts of cargo containers per calendar month for a period of not less than two years commencing within ninety (90) days following the Commencement Date (which crane lifts in said minimum monthly number over said two-year period are hereinafter sometimes called "the crane lifts"). The Agreements shall be unconditional, subject only to the acquisition by the Lessee of possession of the Facility, with respect to the Lessee's rights to perform the crane lifts (except in the case of non-performance or default by the Lessee or the inability of either or both parties to perform on account of conditions beyond its or their control), shall not be revocable or otherwise subject to termination (except for revocation or termination by the Customer on account of default or non-performance by the Lessee) for the entirety of the two-year period described in the immediately preceding sentence, and shall constitute the sole agreements between the Lessee and each Customer regarding the matters described in this Section. The Commencement Date shall be established as follows: the Lessee shall provide the Port Authority with written notice that the Agreements are fully executed and in effect, which notice shall be accompanied by the first installment of the security deposit contemplated by Section 40(b) or (c) hereof, as the case may be, together with copies of the Agreements (which notice and the accompanying Agreements are hereinafter called "the Lessee's Submission"). Within five (5) business days of the Port Authority's receipt of the Lessee's Submission, the Port Authority shall notify the Lessee that either (1) the Agreements meet the requirements of this Section, in which case the Commencement Date shall be the thirty-second (32nd) day following the receipt by the Lessee of said notice or (2) the Agreements do not meet the requirements of this Section, in which case the Lessee's Submission shall be of no force or effect with respect to the Commencement Date or for any other purpose under this Agreement, although the Lessee shall not be precluded from making further submissions as the Lessee's Submission pursuant to the provisions of this Section through but not later than the Final Submission Date, as hereinafter defined. Any notice given by the Port Authority to the Lessee under subdivision (1) of the

immediately preceding sentence shall in no event constitute a representation or an admission by the Port Authority that the Agreements or any of them meet the requirements of this Section. In the event that the Lessee does not provide the Port Authority by the Final Submission Date with the Lessee's Submission in full conformance with the requirements of this Section and sufficient to establish the Commencement Date, this Agreement shall be deemed cancelled effective on the Final Submission Date and each party shall and does release and discharge the other of and from any claims and demands based on this Agreement or based on any breach or alleged breach thereof. The Lessee covenants and agrees that neither the Agreements nor any of them shall be amended (either by supplementary agreement or separate agreement or otherwise) in any way subsequent to the date of the Lessee's Submission establishing the Commencement Date which would reduce the monthly number of crane lifts required under this Section for the two-year period required under this Section, or which would make any of the Agreements conditional with respect to the Lessee's rights to perform the crane lifts (except in the case of non-performance or default by the Lessee or the inability of either or both parties to perform on account of conditions beyond its or their control) or revocable or otherwise subject to termination (except for revocation or termination by the Customer on account of default or non-performance by the Lessee) at any time during the entirety of said two-year period. "Final Submission Date" shall be the later of (i) July 31, 1995 or (ii) one hundred twenty (120) days following the day that the Port Authority shall notify the Lessee that the Port Authority has obtained all required permits to dredge and dispose of dredged material for the performance of the Initial Dredging; provided, that, the Final Submission Date shall in no event occur later than October 31, 1995.

Section 44A. Prior Entry

The Lessee shall have the right upon two (2) days' prior written notice given to the Port Authority during the period from the receipt by the Lessee of the notice from the Port Authority under Section 44 hereof that the Agreements meet the requirements of Section 44 hereof through the Commencement Date (which period is hereinafter called "the Prior Entry Period") to enter the Facility in order to prepare it for the operations permitted under Section 8 hereof. The Lessee shall have all of the obligations under this Agreement during the Prior Entry Period as during the term of the letting, including without limitation the obligations of maintenance and indemnity, except that the Lessee shall not be obligated to pay any rentals under Section 3, 4 or 6 hereof during the Prior Entry Period; provided, however, that if the Lessee commences at the Facility during the Prior Entry Period any of the operations permitted under Section 8 hereof, then the applicable of said rentals shall commence on said day that the Lessee commences said operations; and further,

provided, that said acceleration of the date for the payment of said rentals shall not affect the date determined as the Commencement Date pursuant to the provisions of Section 44 hereof.

Section 45. Maintenance and Repair of Cranes

Without limiting the generality of any other provision of this Agreement, the Lessee shall be responsible for all maintenance and repair of any nature (structural or non-structural) required in connection with each crane leased by it under Section 5 hereof, and the crane rails, as if any such crane were specifically listed in paragraph (c) of Section 16 hereof, and further shall have all of the obligations for the repair, replacement, or rebuilding thereof as it has with respect to the Facility in the event of a casualty as set forth in paragraph (d) of Section 17 hereof. The Lessee shall secure and pay for all-risk insurance covering each such crane throughout the term of the letting hereunder in an amount equal to the full replacement cost thereof as determined by the Port Authority, which policy of insurance shall be subject to the provisions of paragraph (d) of Section 17 hereof. Such policy of insurance shall name the Port Authority and the City of New York (with insurance clauses consistent with the provisions of this Agreement) as insureds, as their respective interests may appear, and shall provide that the loss shall be adjusted with and payable to the Port Authority. The Port Authority shall make available to the Lessee the proceeds thereof which are actually paid to the Port Authority, and such proceeds shall be used by the Lessee for the repair, replacement or rebuilding of any such crane. There shall be no abatement of any of the rentals provided for in this Agreement at any time by reason of such casualty.

Section 46. Crane Spare Parts

(a) (1) The Lessee acknowledges that an inventory of spare parts owned by the Port Authority for container cranes (hereinafter, as such inventory of spare parts may exist from time to time during the term of the letting, called the "Spare Parts" and any one of which is hereinafter called the "Spare Part") is located on the Facility in the Maintenance and Repair Building shown on Exhibit A (hereinafter called "the Building"). The Port Authority and the Lessee agree that the full inventory of the Spare Parts as of the date first above written is set forth in the schedule attached hereto, hereby made a part hereof and marked "Schedule B". The Port Authority and the Lessee further agree that the Lessee shall have the right and option (but not the obligation) to purchase the Spare Parts from the Port Authority upon unconditional written notice given by the Lessee to the Port Authority of its election so to do subscribed by an executive officer of the Lessee; provided, that, said notice must be received by the Port Authority no later than the

first anniversary date of the Commencement Date or the right and option of the Lessee to purchase the Spare Parts under this Section shall expire and the Lessee shall have no further or other right under this Agreement to purchase the Spare Parts. The Port Authority and the Lessee agree that the amount to be paid to the Port Authority by the Lessee for the Spare Parts shall be One Million Three Hundred Nine Thousand Three Hundred Twenty Dollars and Twenty-seven Cents ($1,309,320.27) plus any costs to the Port Authority of transporting the Spare Parts from and to the Facility and of storage of the Spare Parts off the Facility from and after the commencement of the Prior Entry Period, if any, or the Commencement Date if there is no Prior Entry Period (which amount is hereinafter called "the Purchase Price"). The Port Authority and the Lessee further agree that the Purchase Price is the sum of the prices of each Spare Part as set forth in Schedule B hereto (which price of each such Spare Part is hereinafter called the "Individual Purchase Price") plus the aforesaid costs of transportation and storage, if any. Within five (5) days of its receipt of the Lessee's timely and unconditional notice described above, the Port Authority shall give the Lessee written notice of the "Closing Date", which date shall be within twenty (20) days of the Port Authority's closing notice and which shall be the date when title to the Spare Parts shall pass to the Lessee. On the Closing Date, title to the Spare Parts shall pass to the Lessee at a closing to be held at Port Authority offices either at the Terminal or in the Borough of Manhattan as designated by the Port Authority in its closing notice. At the closing, the Port Authority shall deliver title from it to the Lessee with respect to the Spare Parts provided that the Lessee shall have delivered to the Port Authority the Purchase Price for the Spare Parts by cash or by good certified check, which the Lessee hereby agrees to do. The Lessee hereby acknowledges that it has thoroughly inspected the Spare Parts and that the Port Authority has not made any warranties or representations with respect to the Spare Parts or to the condition thereof at the time of the Closing Date. The Lessee hereby agrees to accept the Spare Parts at the Closing Date in their "as is" condition and hereby releases the Port Authority from any and all responsibility with respect to the same.

(2) The Lessee shall be responsible to pay on the Closing Date any and all applicable Federal, State and local excise, sales and compensating use taxes with respect to the Lessee's purchase of the Spare Parts, and shall file all forms and returns required to be filed in connection with said purchase.

(b) The Lessee agrees that, commencing as of the Closing Date, or commencing as of the effective date that the Lessee may otherwise secure title to the Spare Parts, and at all times thereafter during the term of the letting under this Agreement, the Spare Parts shall be owned solely by it, that it shall have

the full and complete right to sell and convey all the Spare Parts to the Port Authority and that the Spare Parts shall be free and clear of any and all liens, mortgages, conditional bills of sale or other encumbrances or security interests whatsoever, except for any security interest in favor of the Port Authority which may be created pursuant to Section 40(d) hereof. The Lessee further agrees that, commencing as of the Closing Date, or commencing as of the effective date that the Lessee may otherwise secure title to the Spare Parts, and at all times thereafter during the term of the letting under this Agreement, the Lessee shall keep the Spare Parts solely on the Facility and shall use the Spare Parts exclusively in connection with its maintenance obligations with respect to the cranes as set forth in Section 45 hereof. The Lessee agrees that in the event any of the Spare Parts are installed or otherwise used in connection with said maintenance of the cranes, title to any such Spare Part shall vest in the Port Authority upon such installation or use. Any parts removed from or replaced on the cranes in the course of said maintenance shall remain the property of the Port Authority and the Lessee shall keep said parts solely on the Facility and shall have the same obligations with respect thereto as are set forth in paragraph (d) of Section 17 hereof, and further shall yield and deliver the same to the Port Authority at the expiration or earlier termination of the term of the letting under this Agreement, and said parts shall in no event be deemed to be any of the Spare Parts. The Lessee further agrees that in the event any of the Spare Parts are installed or otherwise used in connection with said maintenance of the cranes, the Lessee shall expeditiously and at its sole cost and expense seek to replace said Spare Part and such replacement part shall for all purposes of this Agreement be deemed to be the Spare Part so replaced.

(c) Upon expiration of the letting or upon any earlier termination thereof (even if stated to have the same effect as expiration), the Port Authority shall have the right and option (but not the obligation) to purchase the Spare Parts from the Lessee, such option and right of the Port Authority to purchase the Spare Parts to be exercised by the Port Authority upon notice to the Lessee to that effect given at any time within thirty (30) days prior to such expiration or termination or within ninety (90) days thereafter. Title to the Spare Parts shall vest in the Port Authority upon the Port Authority's giving of notice to the Lessee of the exercise of its right and option to purchase the Spare Parts. The Port Authority shall pay to the Lessee within sixty (60) days after the vesting of title to the Spare Parts in the Port Authority as provided in the immediately preceding sentence and as the full and complete charge, cost and consideration for the Spare Parts the "Sale Price" as said term is defined in paragraph (f) hereof. It is hereby specifically agreed that title to the Spare Parts purchased by the Port Authority as aforesaid shall vest in the Port Authority as

provided hereunder without the execution of any further instrument by the Lessee. Notwithstanding the foregoing, the Lessee hereby agrees that it shall execute and deliver promptly to the Port Authority such instrument or instruments as the Port Authority may deem necessary or desirable in connection with the transfer of title to the Spare Parts to the Port Authority. The delivery of possession to the Port Authority by the Lessee of the Spare Parts and the delivery of any instruments required by the Port Authority as set forth in the immediately preceding sentence shall be a condition precedent to the obligation of the Port Authority to make payment to the Lessee on account of the Port Authority's exercise of its right and option to purchase the Spare Parts.

(d) It is hereby specifically understood and agreed that payment by the Port Authority to the Lessee as provided in paragraph (c) of this Section shall not be or be deemed to be a condition either precedent or subsequent to the obligation of the Lessee to deliver possession of the Spare Parts to the Port Authority as hereinbefore provided in paragraph (c) hereof, or to the vesting of title to said Spare Parts in the Port Authority as hereinbefore provided in paragraph (c) hereof, or to the execution and delivery by the Lessee of any instruments required by the Port Authority as hereinbefore provided in paragraph (c) hereof, but the failure of the Port Authority to make such payment shall be a breach by it of its agreement hereunder.

(e) The Lessee shall at the request of the Port Authority promptly execute and deliver to the Port Authority such instruments including, but not limited to, Form UCC-1, as the Port Authority shall require or deem desirable to perfect a security interest in the Port Authority under the laws of the State of New York with respect to its rights to the Spare Parts as set forth in this Section.

(f) The term "Sale Price" shall for the purposes of this Agreement mean the Purchase Price as defined in paragraph (a) of this Section for the Spare Parts, plus such taxes as have been paid by the Lessee pursuant to said paragraph (a) to the extent, if any, that said taxes have not been recouped, less the amounts, if any, set forth below in this paragraph. In the event that any of the Spare Parts, at any time during the term of the letting under this Agreement, has been lost or destroyed, or so damaged that it is not serviceable as a Spare Part for the cranes, or has been installed on any of the cranes in accordance with the provisions of this Section and Section 45 hereof and not replaced by its replacement part as set forth in the last sentence of paragraph (b) of this Section, or has been levied upon by the Port Authority under the provisions of the security agreement described in Section 40(d) hereof, then there shall be deducted from the Sale Price payable by the Port Authority under this paragraph the Individual Purchase Price for such Spare Part

as defined in paragraph (a) hereof and set forth in Schedule B hereto for such Spare Part and any taxes applicable to such Spare Part. In addition, the Sale Price payable by the Port Authority shall be reduced by the amount of any lien, mortgage, conditional bill of sale or other encumbrance or security interest of any kind or nature (except for any security interest in favor of the Port Authority which may be created pursuant to Section 40(d) hereof), by the cost of any repairs, maintenance or other work that may have to be performed by the Port Authority in order to restore the Spare Parts to their condition on the Closing Date, by any costs incurred by the Port Authority from and after the commencement of the Prior Entry Period, if any, or the Commencement Date if there is no Prior Entry Period, in transporting the Spare Parts from and to the Facility and storing the Spare Parts off the Facility prior to the Lessee's acquisition of the Spare Parts, and by any and all other amounts of whatever kind or nature which may be then owing by the Lessee to the Port Authority whether under this Agreement or otherwise.

(g) The agreement of the Lessee that the Spare Parts be kept solely on the Facility and be used exclusively for the performance of its maintenance obligations with respect to the cranes under Section 45 hereof once they are purchased by the Lessee under this Section or title to them is otherwise secured by the Lessee is of the essence of this Agreement and upon the application to any court of equity having jurisdiction thereunder, the Port Authority shall be entitled to a decree against the Lessee requiring specific performance thereof and the Lessee hereby waives any defense based upon the adequacy of a remedy at law to any such action or actions which may be so brought. The foregoing shall be additional and not in lieu of or exclusive of any other remedy available to the Port Authority at law or in equity.

(h) Prior to such time, if any, when the Lessee shall purchase and take title to the Spare Parts pursuant to the provisions of paragraph (a) of this Section, or prior to such time, if any, when the Lessee shall otherwise secure title to the Spare Parts, the Lessee agrees that (1) the Spare Parts shall not be or be deemed a part of the premises under this Agreement and that it shall have no right to use the Spare Parts or any of them for any purpose whatsoever, including without limitation the maintenance or repair of any of the cranes; (2) the Port Authority shall have the right (but not the obligation) to maintain the inventory of the Spare Parts in the Building and shall have the right to segregate and maintain the Spare Parts in an area secured by the Port Authority under lock and key and a right of access to the Building and such secured area; and (3) in addition to any other rights of entry reserved to the Port Authority under this Agreement, the Port Authority reserves for itself, its employees, agents, representatives, contractors and subcontractors the right to enter the Facility at any time and

from time to time prior to the aforesaid purchase of the Spare Parts by the Lessee in order to maintain the inventory of the Spare Parts and to audit the Spare Parts in the inventory and to remove the Spare Parts and any of them from the Facility. In the event that the period during which the Lessee shall have the right and option to purchase the Spare Parts shall expire in accordance with the provisions of paragraph (a) of this Section, then from and after said expiration, and in addition to all the other rights of the Port Authority with respect to the Spare Parts set forth above in this paragraph, the Port Authority shall have the right to remove the Spare Parts or any of them from the inventory and to replace any of the Spare Parts that it may have removed from the inventory and to sell or otherwise dispose of the Spare Parts or any of them.

Section 47. Port Authority's Work

(a) The Lessee acknowledges and agrees that the Port Authority shall have the right to perform at its sole discretion certain work at the Facility (hereinafter called "the Port Authority's work") under the provisions of the Basic Lease. In addition to any other rights of entry reserved to the Port Authority under this Agreement, the Port Authority reserves for itself, its employees, agents, representatives, contractors and subcontractors the right to enter the Facility at any time and from time to time during the entire term of the letting in order to perform the Port Authority's work. The determination of what constitutes the Port Authority's work shall be within the sole discretion of the Port Authority.

(b) Without limiting the generality of any of the provisions of paragraph (a) of this Section, the Port Authority agrees that if it shall perform that portion of the Port Authority's work constituting the repair of the wharf at the Facility (which repair of the wharf is hereinafter called "the wharf repair work") it shall do so in the following sequence: (1) the repair of the portion of the wharf shown in diagonal crosshatching on the sketch attached hereto, hereby made a part hereof and marked "Exhibit A-2"; (2) the repair of the portion of the the wharf shown in diagonal hatching on Exhibit A-2; and (3) the repair of the portion of the wharf shown in stipple on Exhibit A-2. The Port Authority shall substantially complete the wharf repair work with respect to each of the above-described segments of the wharf before commencing the wharf repair work with respect to the next-described segment of the wharf. The determination of what portion of the Port Authority's work constitutes the wharf repair work shall be in the sole discretion of the Port Authority. Nothing contained in this paragraph shall create or be deemed to create any obligation under this Agreement on the part of the Port Authority to perform the wharf repair work.

(c) Notwithstanding any other provision of this Section, the Port Authority agrees that it will perform the following work (which work is hereinafter called "the Port Authority's required work"): (1) the installation of a new roof on the administration building shown on Exhibit A; (2) the remediation in place of seven underground fuel storage tanks shown on Exhibit A; and (3) the connection of the sanitary sewer system on the Facility to the sewer lines and system outside the Facility that will service the Facility. In addition to any other rights of entry reserved to the Port Authority under this Agreement, the Port Authority reserves for itself, its employees, agents, representatives, contractors and subcontractors the right to enter the Facility at any time and from time to time during the term of the letting in order to perform the Port Authority's required work.

Section 48. Conformance

The Port Authority has agreed in the Basic Lease to include the following provisions in this Agreement for the benefit of the City of New York:

(a) The Lessee shall comply with and observe, and its operations under this Agreement shall be subject to, the Waterfront Commission Act (Laws of 1953 - Chapters 882, 883 as amended; McKinney's Unconsolidated Laws Sec. 9801, et seq.) and to any and all other laws, regulations and orders of any and all departments, bureaus and boards of the Federal and State Governments.

(b) The Lessee shall also comply with and observe and its operations under this Agreement shall be subject to any and all laws, regulations and orders of any and all departments, bureaus and boards of the City Government insofar as they may act in their governmental capacities in the exercise of general police power as distinguished from the City's capacity as a landlord or exercise of its power as a landlord. Nothing contained in this Section shall require the Lessee to make expenditures for capital improvements as distinguished from maintenance and repairs, but nothing contained herein shall limit or affect the Lessee's obligation to make such improvements if so required by any other provision of this Agreement.

(c) With respect to the Lessee, upon refusal of a person, when called before a grand jury, governmental department, a commission, agency or any other body which is empowered to compel the attendance of witnesses and examine them under oath, to testify concerning a transaction, contract, lease, permit or license entered into with the City, the State, or any political subdivision thereof, or a public authority or with any public department, agency or official of the State or a political subdivision thereof, upon being advised that neither his or her

statement nor any information or evidence derived from such statement will be used against that person in any subsequent criminal proceeding:

(1) Such person, or any firm, partnership, corporation or other entity related to the aforesaid testimony, of which he or she was at the time of the testimony a member, partner, director, officer, fiduciary, principal or employee may be disqualified for a period not to exceed five years after such refusal from submitting bids for or entering into or obtaining any contract, lease, permit or license which will be paid in whole or in part out of monies under the control of or collected by the City; and

(2) Any and all such existing City contracts, leases, permits or licenses that said refusal to testify concerned may be cancelled or terminated by the City or the contracting agency and/or be subject to such other action appropriate under the circumstances thereto, in the discretion of the City for cause after a hearing, without the City incurring any penalty or damages on account of such cancellation or termination, but any monies owning for goods delivered, work done, rentals, permit or license fees due, prior to the cancellation or termination, shall be paid by the City.

(3) The term license or permit as used herein shall be defined as a license, permit, franchise or concession not granted as a matter of right.

(4) Any disqualification, cancellation or termination hereunder shall be made by the City Commissioner or agency head who is or would be a part to the contract, lease, permit or license that is the subject of the aforesaid disqualification, cancellation and/or termination, after a hearing upon not less than two (2) days written notice to the parties involved.

(d) In accordance with the provisions of Section 1403.3-2.25 of the Administrative Code of the City of New York, the Lessee agrees that:

(1) Devices and activities which will be operated, conducted or manufactured on or at the premises and which are subject to the provisions of the New York City Noise Control Code, New York City Administrative Code §§1403.3-1.01, et seq. (hereinafter in this Section, "the Code") will be operated, conducted and constructed without causing a violation of the Code; and

(2) Such devices and activities shall incorporate advances in the art of noise control developed for the kind and

level of noise emitted or produced by such devices and activities; and

(3) The Lessee will comply with any and all regulations issued by the Commissioner of Environmental Protection pursuant to New York City Administrative Code §1403.2.25(c).

(e) In accordance with §343-10.0 of the New York City Administrative Code, the Lessee agrees that neither it nor any affiliated company owned by it is participating or shall participate in an international boycott, in violation of the Export Administration Act of 1969, as amended (50 U.S.C.A. Appendix §401, et seq.) or the regulations of the United States Department of Commerce promulgated thereunder.

(f) The Lessee agrees with regard to its operations at the premises (and agrees to require in all subleases and concession agreements with regard to its operations at the premises) that the Lessee, the subtenants, and operators of concessions shall treat all employees and applicants for employment at the premises without unlawful discrimination as to race, creed, color, national origin, sex, age, handicap, marital status, sexual orientation or affectional preference in all employment divisions, including but not limited to recruitment, hiring, compensation, training and apprenticeship, promotion, upgrading, demotion, downgrading, transfer, lay-off, and termination, and all other terms and conditions of employment at the premises, except as provided by law, and shall state in all solicitations for employment at the premises that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, sexual orientation or affectional preference. Nothing contained herein shall or shall be deemed to imply that the Lessee has a right to have subtenants or operators of concessions at the premises.

The insertion of the provisions of this Section shall not be or be deemed a commitment on the part of the Port Authority to enforce or implement any of such provisions, or any acknowledgment on the part of the Port Authority that any one or more of such provisions apply to the Port Authority whether in its operations conducted at the Facility or otherwise.

Section 49. Tax Election

(a) Attached hereto as Exhibit Y is a form of election pursuant to Section 142(b) of the Internal Revenue Code of 1986, as amended. The Lessee acknowledges that two counterparts of said form of election have been delivered to it by the Port Authority. Upon the execution of this Agreement by the Lessee and its delivery to the Port Authority, the Lessee shall execute the said two counterparts and deliver one fully executed

counterpart to the Port Authority with its delivery of this Agreement, and the Lessee shall keep the second executed counterpart with its records for the balance of the entire term of the letting under this Agreement.

(b) The Lessee is not acquiring an ownership interest in the premises defined in Section 1 of this Agreement. Capital expenditures in connection with the premises have been, or are expected to be made, in whole or in part by the Port Authority from "exempt facility bonds" (within the meaning of Section 142(a) of the Internal Revenue Code of 1986) issued by the Port Authority from time to time (such capital expenditures are hereinafter called "the Property"). The Lessee hereby irrevocably elects not to claim for purposes of federal, state or local taxation of income any depreciation or investment credits, for which it may be eligible with respect to the Property. The Lessee further agrees that this irrevocable election shall be binding upon its successors in interest, if any, under this Agreement, and as a condition of any permitted sale or assignment of the interest of the Lessee under this Agreement, every successor in interest shall furnish an executed irrevocable election in the form of the immediately preceding sentence to the Port Authority. The foregoing shall not grant or be deemed to grant to the Lessee the right to sell or assign, in any manner, its interest under this Agreement.

(c) In the event the Lessee records any documents in lieu of recording this Agreement, such documents shall incorporate the substance of paragraph (b) of this Section.

(d) It is understood that the election set forth in paragraph (b) of this Section shall not apply to any personal property of the Lessee (including equipment and trade fixtures) removable without material damage to the premises leased to the Lessee pursuant to this Agreement which are installed by the Lessee in or on the premises leased to the Lessee pursuant to this Agreement and which shall be deemed to be and remain the property of the Lessee. It is further understood that the election set forth in paragraph (b) of this Section shall not apply to any item of the Lessee's improvements, as defined in Section 9A hereof, as to which item the Port Authority has provided the Lessee with written certification pursuant to the provisions of said Section 9A stating that such item of the Lessee's improvements is not subject to the provisions of this Section or the election provided for herein.

Section 50. Port Authority Office Space

The Port Authority shall have the right to use and occupy the office space shown in diagonal crosshatching on the sketch attached hereto, hereby made a part hereof and marked "Exhibit A-3", as an administrative office (hereinafter called

"the office"), together with a right of access thereto and telephonic and other communication access thereto, during the term of the letting under this Agreement. The Lessee shall supply to the office without charge to the Port Authority the following: heat, air-conditioning, electricity, and access to bathroom facilities during usual business days from 7:00 A.M. to 5:00 P.M., all in reasonable quantities and manner, and shall further supply the same at cost to the Port Authority on other days and at other times upon request by the Port Authority if the Port Authority shall determine in its sole discretion that the office is required to be occupied by the Port Authority on such other days and times.

Section 51. Tower

The Lessee acknowledges that it has been informed of the presence of asbestos in the tower located on the Facility as shown on Exhibit A. Notwithstanding any other provision of this Agreement, including without limitation Section 8 hereof, the Lessee agrees that it shall not enter, use or occupy said tower in any way whatsoever and that said tower shall remain locked at all times during the term of the letting. Notwithstanding the provisions set forth above in this Section, the Lessee may at its option perform the removal of the asbestos from the tower as part of the Lessee's improvements under Section 9A hereof. Without limiting the generality of any provision of this Agreement, including Section 9 and Section 9A hereof, any such removal, transportation and disposal of such asbestos by the Lessee shall be subject to the direction of the Port Authority acting in its sole discretion. Upon certification to the Lessee from the Port Authority that the asbestos has been removed in accordance with the provisions of this Agreement, the Lessee may use and occupy the tower for the purposes set forth in Section 8 hereof.

Section 52. Right of Termination - Ownership

(a) (1) In the event the Lessee at any time, shall have any of its securities or shares or any rights or privileges thereunder held by any individual or entity other than the Approved Entities (as defined below), then, upon the occurrence of such event or at any time thereafter during the continuance thereof the Port Authority shall have the right to terminate this Agreement and the letting hereunder pursuant to the provisions of Section 25 hereof.

(2) The "Approved Entities" are, respectively, Carmine Ragucci, an individual residing at 67 Commodore Drive, Staten Island, New York 10309; Christopher Ragucci, an individual residing at 513 Forest Avenue, Staten Island, New York 10310; their respective estates; the beneficiaries of their respective estates (limited to spouses and/or children and/or

grandchildren); any entity wholly-owned by one or more of the above; and the Lessee.

(3) The Lessee hereby represents to the Port Authority that Consolidated Leasing & Terminals, Inc. (hereinafter called "CLTI"), a corporation organized and existing under the laws of the State of Delaware and having an office and place of business at Wall Street Plaza, 88 Pine Street, New York, New York 10005, is the unconditional and absolute owner of at least eighty percent (80%) of the issued and outstanding voting shares of the capital stock of the Lessee. The Lessee further represents to the Port Authority that OOCL (USA), Inc. (hereinafter called "OUI"), a corporation organized and existing under the laws of the State of New York and having an office and place of business at 4141 Hacienda Drive, Pleasanton, California 94588, is the unconditional and absolute owner of at least eighty percent (80%) of the issued and outstanding voting shares of the capital stock of CLTI. The Lessee further represents to the Port Authority that Wall Street Plaza, Inc. (hereinafter called "WSPI"), a corporation organized and existing under the laws of the State of Delaware and having an office and place of business at Wall Street Plaza, 88 Pine Street, New York, New York 10005, is the unconditional and absolute owner of at least eighty percent (80%) of the issued and outstanding voting shares of the capital stock of OUI. The Lessee further represents that Orient Overseas (International) Limited (hereinafter called "OO(I)L"), a corporation organized under the laws of Bermuda and having an office and place of business at Harbour Centre, Wanchai, Hong Kong, is the unconditional and absolute beneficial owner of at least eighty percent (80%) of the issued and outstanding voting shares of the capital stock of WSPI. The Port Authority agrees that as long as each and all of the respective corporations described above shall continue to be the unconditional and absolute owners of at least eighty percent (80%) of the issued and outstanding voting shares of the capital stock of the respective corporations as described above, then CLTI, OUI, WSPI, and OO(I)L shall all be Approved Entities within the meaning of this Section.

(4) In addition to the Approved Entities defined above in subparagraph (2) and (3) of this paragraph, the Approved Entities shall also include (i) a "wholly-owned and controlled subsidiary of OO(I)L" (as hereinafter defined), and (ii) a "majority-owned and controlled subsidiary of OO(I)L" (as hereinafter defined). For purposes of the foregoing "wholly-owned and controlled subsidiary of OO(I)L" shall mean a corporation of which OO(I)L is legal and beneficial owner of one hundred percent (100%) of the capital stock and voting rights of the subsidiary corporation directly or indirectly; a "majority-owned and controlled subsidiary of OO(I)L" shall mean a corporation which is among those corporations under common ownership and control of OO(I)L in which eighty percent (80%) or

more of the equity of each such corporation is owned directly or indirectly by OO(I)L solely but only while such ownership by OO(I)L is at or above such percentage level and provided that (x) such ownership and control by OO(I)L of each such subsidiary corporation shall include the power by OO(I)L, directly or through a "wholly-owned and controlled subsidiary of OO(I)L" (as herein defined) or through a "majority-owned and controlled subsidiary of OO(I)L" (as herein defined), to direct the management and policies of such corporation, and OO(I)L shall have sole control of eighty (80%) or more of the voting securities of such corporation, and (y) each such subsidiary corporation is no more than nine times removed from OO(I)L in its corporate relationship with OO(I)L (i.e., there are no more than eight intermediary corporations between OO(I)L and said subsidiary corporation).

(5) In the event that OO(I)L shall become a successor or a merged corporation in a merger, a constituent corporation in a consolidation, or in the event that OO(I)L shall become a subsidiary of a parent corporation owning no less than eighty percent (80%) of the issued and outstanding voting shares of the capital stock of OO(I)L, or in the event that OO(I)L shall sell or otherwise transfer all or substantially all of its assets to an acquiring corporation, then said successor or merged corporation, said constituent corporation, said parent corporation, or said acquiring corporation shall be an Approved Entity provided that it shall be a publicly traded corporation on a major stock exchange (as hereinafter defined). For purposes of this Section, a "major stock exchange" shall be the Hong Kong Stock Exchange, the Tokyo Stock Exchange, the London Stock Exchange, the New York Stock Exchange or the American Stock Exchange.

(b) In the event there shall be a transfer, purchase or exchange of any assets of the Lessee, or of a subsidiary entity of the Lessee, which shall result in this Agreement and the letting hereunder becoming substantially the only asset of the Lessee, unless the Port Authority shall have given its written consent thereto, then upon the occurrence of any such event or at any time thereafter during the continuance thereof the Port Authority shall have the right to terminate this Agreement and the letting hereunder pursuant to the provisions of Section 25 hereof.

(c) The foregoing right of termination shall be in addition to all other rights of termination the Port Authority has under this Agreement and the failure of the Port Authority to exercise its right of termination under this Section at any time in which it may have such right shall not affect, waive or limit its right to exercise said right of termination at any subsequent time.

(d) The Lessee hereby represents, knowing that the Port Authority is relying on the accuracy of such representation, that it is a corporation organized and existing under the laws of the State of New York, that one million (1,000,000) shares of common stock constitute all its issued and outstanding voting securities and five thousand two hundred (5,200) shares of preferred stock constitute all its remaining issued and outstanding securities, that the owners of the shares are as follows: (1) CLTI owns eight hundred thousand (800,000) shares of the common stock and five thousand two hundred (5,200) shares of the preferred stock and (2) Howland Hook Holdings, Inc., a corporation organized and existing under the laws of the State of New York and having an office and place of business at 90 Washington Street, New York, New York 10006, owns two hundred thousand (200,000) shares of the common stock, that there are no other shares issued and outstanding, and that there are no other individuals or corporations and no partnerships or other entities having a direct or indirect beneficial ownership of any portions of the Lessee.

(e) The phrase "direct or indirect beneficial ownership" shall include without limiting the generality thereof the direct or indirect power through contract, arrangement, understanding, relationship or otherwise to dispose of or to direct the disposal of, or to vote or to direct the voting of, any voting security of an entity.

(f) The term "voting security" shall include any stock, bond or other obligation of a corporation the holder of which has any voting rights including but not limited to the right to vote for the election of members of the board of directors of said corporation and shall include any security convertible into a voting security and any right, option or warrant to purchase a voting security.

(g) The Lessee shall promptly advise the Port Authority of any change in the representations made in paragraph (a)(3) or paragraph (d) of this Section.

(h) The Port Authority agrees that a transfer of any of the securities or shares or any rights or privileges thereunder of the Lessee to an Approved Entity shall not be or be deemed an event of default under Section 25 hereof.

Section 53. Rubble

(a) The Lessee has informed the Port Authority that the Lessee intends to perform export operations with respect to debris resulting from human or natural demolition activities (hereinafter called "rubble") from the Facility. The Lessee represents that it has obtained facilities off of the Facility

for the purpose of separating any "hazardous materials", as hereinafter defined, from the rubble (which separating activities are hereinafter called the "separating activities"). The Lessee agrees that it will not perform any separating activities at the Facility unless the Port Authority notifies the Lessee that it may perform separating activities at the Facility, which notification shall be within the sole discretion of the Port Authority and which may set forth restrictions on operations in addition to those set forth below in this Section and security requirements in addition to those set forth elsewhere in this Agreement and may amend the rental provisions set forth in Sections 3 and 4 hereof with respect to the export of treated rubble from the Facility, and unless the terms of such notification and any such restrictions and amendments are set forth in an agreement supplementary to this Agreement executed by the parties hereto. The Port Authority shall in no event be obligated to consent to the presence of any hazardous materials which will increase the likelihood or magnitude of any damage to the premises, or to any treatment, storage or disposal upon the premises of any hazardous materials the treatment, storage or disposal of which requires a permit or variance under the Resource Conservation and Recovery Act of 1976, as amended by the Solid and Hazardous Waste Amendments of 1984, or state analogues thereto. Subject to the provisions set forth above in this paragraph, and notwithstanding any other provision of this Agreement, including without limitation Section 8 hereof, the Lessee agrees that it will not bring any rubble onto the Facility except in compliance with the following conditions:

(1) no rubble shall be brought onto the Facility until the Lessee shall have obtained all governmental permits, licenses or other authorizations required for the Lessee's operations regarding the rubble, whether on or off the Facility, including without limitation any permit required from the New York State Department of Environmental Conservation or any successor agency regarding the transfer, separation or handling of solid wastes, which permits, licenses or other authorizations shall be supplied by the Lessee to the Port Authority for inspection upon request from the Port Authority;

(2) no rubble containing or consisting of any hazardous materials shall be brought onto the Facility;

(3) no rubble shall be brought onto the Facility except in closed or open cargo containers carried on vehicles transporting the rubble directly to the berth for loading onto vessels berthing in the berthing area;

(4) no rubble shall be brought onto the Facility until it has been sprayed with water or similarly treated to eliminate the effusion of dust from the rubble on or to the

Facility, including without limitation the berthing area or any other water area at or contiguous to the Facility;

(5) all rubble shall be loaded directly from said vehicles onto said vessels either in the cargo container containing it or by emptying the rubble from the cargo container directly into said vessel, whether by means of a container crane or otherwise, such that at no time shall any loose rubble or any cargo container containing rubble be placed or fall upon, or come to rest on, any part of the Facility, including without limitation the berthing area or any other water area at or contiguous to the Facility;

(6) without limiting the generality of any other provision of this Agreement, the Lessee shall (i) immediately broom sweep the Facility upon the completion of rubble loading operations with respect to any said vessel and (ii) immediately raise and remove any rubble which may in any way fall into, settle onto or otherwise come into contact with the berthing area or any other water area at or contiguous to the Facility;

(7) no loose rubble or cargo container containing rubble shall be stored at the Facility;

(8) no vehicle carrying any cargo container containing rubble shall be parked or otherwise remain at the Facility except for the period required in connection with the loading of the rubble onto said vessel; provided, that, such period shall in no event extend beyond the end of any work shift or overtime period during which rubble is being loaded onto said vessel;

(9) no rubble shall be brought onto the Facility by discharge thereto from vessels berthing in the berthing area; and

(10) prior to bringing any rubble onto the Facility, the Lessee shall procure and maintain or cause to be procured or maintained in effect during any period during which rubble is brought onto the Facility a policy of environmental impairment liability insurance with a minimum combined single limit coverage for bodily injury and property damage of $2 million. Such policy of insurance shall include the Port Authority and the City of New York as additional insureds. Such insurance shall contain an endorsement providing that the protection afforded the Lessee thereunder with respect to any claim or action against the Lessee by a third party shall pertain and apply with like effect with respect to any claim or action against the Lessee by the Port Authority and against the Port Authority by the Lessee, but said endorsement shall not limit, vary, change or affect the protections afforded the Port Authority as an additional insured. Such insurance shall contain

a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. Such policy of insurance shall be subject to the applicable provisions of Section 15 of this Agreement.

(b) For purposes of this Section, the term "hazardous materials" shall mean any solid, liquid or gaseous material, alone or in combination, mixture or solution, which is now or hereafter defined, listed or identified as "hazardous" (including "substances or "wastes"), "toxic", a "pollutant" or a "contaminant" pursuant to any environmental law, rule, regulation or directive, including, without limitation, asbestos, urea formaldehyde, polychlorinated biphenyls (PCB's), radon, fuel oil, petroleum (including its derivatives, by-products or other hydrocarbons) and any other dangerous, explosive, corrosive, inflammable, infectious, radioactive, carcinogenic or mutagenic material which is prohibited, limited, controlled or regulated under any environmental law, rule, regulation or directive or which poses or could pose a threat or nuisance to the safety or health of any person on the premises or any property geologically or hydrologically adjacent to, or surrounding, the premises or the environment.

(c) Without limiting the generality of any other provision contained in this Agreement, including the provisions of Section 15 hereof, and in addition thereto, the Lessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives from (and shall reimburse the Port Authority for its costs or expenses including legal expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to those for death, for personal injuries, or for property damages, and from (and shall reimburse the Port Authority for its costs or expenses including legal expenses, fines, penalties, and costs of compliance incurred in connection with) all claims and demands of any governmental agency, arising out of or in any way resulting from the failure of the Lessee to observe or perform its obligations under the provisions of this Section. It is understood by the parties that all the provisions of paragraph (b) of Section 15 hereof shall apply under this Paragraph as if set forth herein.

(d) The provisions of this Section are of the essence of this Agreement and upon the application to any court of equity having jurisdiction thereunder, the Port Authority shall be entitled to a decree against the Lessee requiring specific

performance thereof and the Lessee hereby waives any defense based upon the adequacy of a remedy at law to any such action or actions which may be so brought. The foregoing shall be additional and not in lieu of or exclusive of any other remedy available to the Port Authority at law or in equity.

Section 54. Late Charges

If the Lessee should fail to pay any amount required under this Agreement when due to the Port Authority, including without limitation any payment of rental or any payment of utility fees or charges, or other charges or fees, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period hereinbelow described during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Agreement. Each late charge shall be payable immediately upon demand made at any time there for by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Section, with respect to such unpaid amount. Each late charge shall be and become additional rent, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the rentals as set forth in this Agreement. Nothing in this Section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Agreement, including without limitation the Port Authority's rights set forth in Section 25 of this Agreement entitled "Termination" or (ii) any obligations of the Lessee under this Agreement. In the event that any late charge imposed pursuant to this Section shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Agreement shall be payable instead at such legal maximum.

Section 55. Entire Agreement.

The within Agreement consists of pages number 1 through 119, together with Schedules A and B, Exhibits A, A-1, A-2, and A-3, Exhibits T, X and Y and Standard Endorsement No. L23.2. It constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended, except by written instrument duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in this Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed this Agreement as of the date first above written.

ATTEST: THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

Lawrence S. Hofbauer
Assistant Secretary

By Lillian Borrone
(Title) Director, Port Department
(seal)

~~ATTEST:~~ WITNESS: HOWLAND HOOK CONTAINER TERMINAL, INC.

~~Secretary~~

By [signature]
(Title) President
(seal)

APPROVED:

Form	Terms
[signature]	GRA

JJB

M.B.

(a) Upon the* ~~execution of this Agreement by the Lessee and delivery thereof to the Port Authority~~, the Lessee shall deposit with the Port Authority (and shall keep deposited throughout the letting under this Agreement) either the sum of

One Million Five Hundred Thousand Dollars and No Cents
($1,500,000.00)

in cash, or bonds of the United States of America, or of the State of New Jersey, or of the State of New York, or of The Port Authority of New York and New Jersey, having a market value of that amount, as security for the full, faithful and prompt performance of and compliance with, on the part of the Lessee, all of the terms, provisions, covenants and conditions of this Agreement on its part to be fulfilled, kept, performed or observed. Bonds qualifying for deposit hereunder shall be in bearer form but if bonds of that issue were offered only in registered form, then the Lessee may deposit such bond or bonds in registered form, provided, however, that the Port Authority shall be under no obligation to accept such deposit of a bond in registered form unless such bond has been re-registered in the name of the Port Authority (the expense of such re-registration to be borne by the Lessee) in a manner satisfactory to the Port Authority. The Lessee may request the Port Authority to accept a registered bond in the Lessee's name and if acceptable to the Port Authority the Lessee shall deposit such bond together with a bond power (and such other instruments or other documents as the Port Authority may require) in form and substance satisfactory to the Port Authority. In the event the deposit is returned to the Lessee any expenses incurred by the Port Authority in re-registering a bond to the name of the Lessee shall be borne by the Lessee. In addition to any and all other remedies available to it, the Port Authority shall have the right, at its option, at any time and from time to time, with or without notice, to use the deposit or any part thereof in whole or partial satisfaction of any of its claims or demands against the Lessee. There shall be no obligation on the Port Authority to exercise such right and neither the existence of such right nor the holding of the deposit itself shall cure any default or breach of this Agreement on the part of the Lessee. With respect to any bonds deposited by the Lessee, the Port Authority shall have the right, in order to satisfy any of its claims or demands against the Lessee, to sell the same in whole or in part, at any time and from time to time, with or without prior notice at public or private sale, all as determined by the Port Authority, together with the right to purchase the same at such sale free of all claims, equities or rights or redemption

*delivery by the Lessee to the Port Authority of the Lessee's Submission pursuant to the provisions of Section 44 of this Agreement,

of the Lessee. The Lessee hereby waives all right to participate therein and all right to prior notice or demand of he amount or amounts of the claims or demands of the Port Authority against the Lessee. The proceeds of every such sale shall be applied by the Port Authority first to the costs and expenses of the sale (including but not limited to advertising or commission expenses) and then to the amounts due the Port Authority from the Lessee. Any balance remaining shall be retained in cash toward bringing the deposit to the sum specified above. In the event that the Port Authority shall at any time or times so use the deposit, or any part thereof, or if bonds shall have been deposited and the market value thereof shall have declined below the above-mentioned amount, the Lessee shall, on demand of the Port Authority and within two (2) days thereafter, deposit with the Port Authority additional cash or bonds so as to maintain the deposit at all times to the full amount above stated, and such additional deposits shall be subject to all the conditions of this Section. After the expiration or earlier termination of the letting under this Agreement as the said letting may have been extended, and upon condition that the Lessee shall then be in no wise in default under any part of this Agreement, as this Agreement may have been amended or extended (or both), and upon written request therefor by the Lessee, the Port Authority will return the deposit to the Lessee less the amount of any and all unpaid claims and demands (including estimated damages) of the Port Authority by reason of any default or breach by the Lessee of this Agreement or any part thereof. The Lessee agrees that it will not assign or encumber the deposit. The Lessee may collect or receive any interest or income earned on bonds and interest paid on cash deposited in interest-bearing bank accounts, less any part thereof or amount which the Port Authority is or may hereafter be entitled or authorized by law to retain or to charge in connection therewith, whether as or in lieu of an administrative expense, or custodial charge, or otherwise; provided however, that the Port Authority shall not be obligated by this provision to place or to keep cash deposited hereunder in interest-bearing bank accounts.

(b) The Lessee may at any time during the term of the letting under this Agreement offer to deliver to the Port Authority, as security for all obligations of the Lessee under this Agreement, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District, in favor of the Port Authority in the amount of One Million Five Hundred Thousand Dollars and No Cents ($1,500,000.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the term of the letting under this Agreement and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent satisfactory letter. Upon notice of cancellation of a letter of credit the Lessee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by security in accordance with paragraph (a) of this Standard Endorsement or another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security under paragraph (a) of this Standard Endorsement. Failure to provide such a letter of credit at any time during the term of the letting, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Agreement on the part of the Lessee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Lessee made thereafter, the Port Authority will return the security deposit, if any, theretofore made under and in accordance with the provisions of paragraph (a) of this Standard Endorsement. The Lessee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the letting and fulfillment of the obligations of the Lessee under this Agreement. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Lessee, on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount.

(c) For purposes of the provisions set forth in this Standard Endorsement, the Lessee hereby certifies that its I.R.S. Employer Identification No. is .

SCHEDULE A

HOWLAND HOOK MARINE TERMINAL

PARCEL "A"
METES AND BOUNDS DESCRIPTION

Beginning at the corner formed by the intersection of the Northerly line of North Washington Avenue and the Westerly line of Western Avenue as vested in the City of New York September 28, 1971. Coordinates of said point of beginning are South 10,016.841 and West 39,876.780.

Running thence along the vested line of Western Avenue the following courses and distances:

North 34°-52'-14" East 6.21 feet

North 40°-55'-23" East 67.87 feet

Running thence along the Northeasterly line of the terminal access road the following courses and distances:

North 55°-10'-30" West 339.99 feet

Thence Northerly along a curve bearing to the right the radius of which is 145.0 feet, the central angle 96°-03'-08" a length of 243.08 feet

Thence North 40°-52'-38" East 364.16 feet

North 44°-08'-52" East 140.23 feet

North 40°-52'-38" East 717.93 feet

to the Northerly line of the Staten Island Railway easement.

Running thence Westerly along the Northerly line of the railway easement: Along a curve bearing to the right, the radius of which is 3669.33 ft. a length of 81.47 feet.

Thence South 40°-52'-38" West 695.90 feet

to the Northerly line of the USL maintenance facility.

Running thence along the perimeter of the maintenance facility the following courses and distances:

North 49°-04'-37" West 487.41 feet

South 40°-55'-33" West 403.01 feet

North 49°-04'-37" West 150.00 feet

South 40°-55'-33" West 265.00 feet

South 49°-04'-37" East 150.33 feet

South 40°-55'-39" West 74.13 feet

to the Northerly line of North Washington Avenue.

Running thence Easterly along the Northerly line of North Washington Avenue, the following courses and distances:

South 33°-04'-14" East 47.45 feet

South 46°-39'-00" East 331.00 feet

South 56°-09'-00" East 388.70 feet

North 44°-08'-33" East 9.61 feet

South 55°-07'-45" East 294.42 feet

to the Westerly line of Western Avenue and the point or place of beginning, comprising approximately 12.9 acres.

Coordinates and Bearings are in the system as established by the United Coast and Geodetic Survey for the Borough of Richmond.

HOWLAND HOOK MARINE TERMINAL

PARCEL "B"
METES AND BOUNDS DESCRIPTION

Starting at the corner formed by the intersection of the Westerly line of Western Avenue and the Southerly line of Richmond Terrace in the Borough of Richmond in the City of New York and running thence along the Southerly line of Richmond Terrace the following courses and distances:

South 86°-27'-20" West 263.30 feet.

North 57°-05'-36" West 376.82 feet.

To a point of beginning with coordinates South 6,090.349 and West 38,629.027.

From the said point of beginning running thence along the Southerly line of Richmond Terrace the following courses and distances:

North 57°-05'-36" West 573.55 feet.

North 61°-05'-36" West 895.00 feet.

Running thence along the wharf line the following courses and distances:

South 51°-25'-57" West 178.95 feet.

South 43°-37'-15" West 2,517.0 feet.

South 22°-17'-01" West 304.40 Feet to the Northerly line of the Staten Island Rapid Transit Railway Co.

Running thence Easterly along the Northerly line of the S.I.R.C. South 67°-11'-45" East 2,631.38 feet. Thence Easterly and along a curve bearing to the left the radius of which is 3,669.33 feet, Central Angle 11°-11'-42" a length of 716.94 feet to a point on the Westerly record line of Western Avenue.

Running thence Northerly along the line of Western Avenue the following courses and distances:

North 40°-55'-23" East 71.99 feet.

North 19°-34'-10" East 35.45 feet to the Westerly line of the Colonial Pipe Line Easement.

Running thence Northerly and along the Easterly line of Colonial Pipe line Easement, the following courses and distances:

North 53°-52"-00" West 91.03 feet.

North 40°-02'-10" West 112.02 feet.

North 31°-40'-20" West 150.93 feet.

North 15°-54'-20" West 417.40 feet.

North 00°-03'-45" West 810.86 feet.

Thence Northerly and along a curve bearing to the right the radius of which is 880.37 feet, Central Angle 24°-29'-20" a length of 376.28 feet and thence North 24°-25'-35" East 845.42 feet to the point of beginning, comprising approximately 139.6 acres.

Coordinates and Bearings are in the system as established by the United Coast and Geodetic Survey for the Borough of Richmond.

Stock Number	Description	Units in Stock	Repurchase Value	Total
00-00-218	CONDUCTOR, 500 AMP BARE 25'	6.00	$197.32	$1,183.90
00-01-055	SET OF CONTACTS FOR SIPINDLE SWITCH 93899392	2.00	$90.83	$181.66
00-01-056	SPINDLE, 9393	1.00	$34.06	$34.06
00-01-149	HOIST MOTOR, GM	0.00	$572.72	$0.00
00-03-310	PRESSURE SPRING, FOR STEARNS BRAKE #1-087-051 (RED CODE)	1.00	$8.14	$8.14
00-03-315	PRESSURE SPRING, FOR STEARNS BRAKE #1-087-022 (YELLOW CODE)	5.00	$7.20	$36.02
00-03-320	AC SOLENOID KIT	2.00	$93.65	$187.29
00-04-097	471 METRIC RETAINING RING	8.00	$6.50	$51.99
00-04-099	TROLLEY GEAR SPUR GEAR	2.00	$1,022.60	$2,045.20
00-04-101	SPUR GEAR	1.00	$2,109.40	$2,109.40
00-04-103	SPUR GEAR	1.00	$912.98	$912.98
00-04-105	SPUR PINION SHAFTS	1.00	$1,205.82	$1,205.82
00-04-107	SPUR PINION SHAFTS	1.00	$1,060.18	$1,060.18
00-04-129	PRESSURE DISC., STEARNS	5.00	$48.55	$242.73
00-04-130	LEVER ARM KIT #5-66-7271-00	1.00	$62.64	$62.64
00-04-131	TROLLEY BRAKE, STEARNS	18.00	$57.94	$1,042.96
00-04-133	BRASS NUTS FOR STEARNS BRAKES (P)	12.00	$2.26	$27.06
00-04-139	GANTRY BRAKE LINING, FMC (P)	8.00	$46.43	$371.46
00-04-140	SPLINED BRAKE HUB ROUND W/SET SCREW FOR 1 3/8 MOTOR SHAFT	5.00	$118.31	$591.56
00-04-143	YOKE TROLLEY MOTOR, PEINER 4001	2.00	$57.94	$115.88
00-04-145	HOIST BRAKE LININGS, PEINER JUR-10, 854	3.00	$43.85	$131.54
00-04-147	CABLE GUARD ROLLERS, MARTIN SHORE	0.00	$858.17	$0.00
00-04-148	CABLES, RATING 20 GUAGE, 2 CONDUCTOR SHEILDED	0.00	$0.42	$0.00
00-04-149	KEYSTONE BRUSH, GE	6.00	$167.56	$1,005.37
00-04-151	BOOM MOTOR BRUSH, GE	16.00	$6.58	$105.24
00-04-153	TROLLEY MOTOR BRUSH, GE	47.00	$8.61	$404.81
00-04-155	GANTRY MOTOR BRUSH, GE	119.00	$7.78	$926.18
00-04-157	HOIST MOTOR BRUSH, GE	49.00	$13.31	$652.24
00-04-158	BRUSH HOLDER FOR HOIST MOTOR #894A684-G05	8.00	$39.46	$315.71
00-04-159	RECTIFIER, AD007	1.00	$3.13	$3.13
00-04-161	BRIDGE RECTIFIER	6.00	$3.13	$18.79
00-04-163	SURGE SUPPRESSORS, ELECTROCUBE	10.00	$3.68	$36.80
00-04-165	STATIC EXCITER DIODE, PEINER	3.00	$11.51	$34.53
00-04-167	SCR, GE	3.00	$2,607.39	$7,822.17
00-04-168	SCR GATE SIGNAL DISTRIBUTION ASSEMBLY #331X-221-AA-G1	0.00	$1,973.16	$0.00
00-04-169	SCR, SEMIKRON	1.00	$360.18	$360.18
00-04-171	SCR, GE DA044	2.00	$596.65	$1,193.29
00-04-173	ACE02 SCR HEAT SINK, GE	3.00	$529.31	$1,587.92
00-04-175	ACG 01 POWER SUPPLY, GE	1.00	$1,667.79	$1,667.79
00-04-181	BEG02 COORDINATION PART	2.00	$187.92	$375.84
00-04-183	01 SENSITIVE RELAY, GE	1.00	$1,897.99	$1,897.99
00-04-185	ACG09 CARGO WINCH COORDINATION, GE	0.00	$187.92	$0.00
00-04-187	AEE03 POWER AMPLIFIERS, GE	3.00	$2,347.43	$7,042.29
00-04-189	BGG03 POWER AMPLIFIER, GE	0.00	$393.83	$0.00
00-04-191	AAG01 FUSE FAULT, GE	0.00	$126.85	$0.00
00-04-197	ADG01 CONTROL PULSE TRANS., GE	5.00	$1,259.06	$6,295.32
00-04-199	AAG01 SIGNAL ISOLATOR, GE	0.00	$825.28	$0.00
00-04-201	SIGNAL ISOLATOR	3.00	$1,017.90	$3,053.70
00-04-203	DCG01 360 CYCLE FILTER, GE	1.00	$825.28	$825.28
00-04-207	GE RELAY BOARD 193-X-703AGG03	4.00	$986.58	$3,946.32
00-04-209	ADG04 RELAY	4.00	$1,227.74	$4,910.98

Stock number	Description	Units in Stock	Repurchase Value	Total
004-211	AIGC DRIVER COORDINATION, GE	1.00	$357.05	$357.05
004-213	ACG01 MONITOR, GE	5.00	$270.07	$1,350.36
004-215	ADG01 GATE PULSE GENERATOR	10.00	$215.84	$2,158.42
004-216	G.E. CURRENT FEEDBACK BOARD 193X729AEG04	5.00	$750.11	$3,750.57
004-217	FIELD RESISTOR, WARD LEONARD	4.00	$18.79	$75.17
004-218	LOSS OF PHASE ASSY. GE GE799C492AAG02	4.00	$750.11	$3,000.46
004-219	RESISTOR, WARD LEONARD	5.00	$50.11	$250.56
004-223	RESISTOR, CTG	2.00	$9.40	$18.79
004-225	RESISTORS, WARD LEONARD	6.00	$29.75	$178.52
004-227	RESISTORS	0.00	$0.00	$0.00
004-229	BRASS GEAR REDUCTION TROLLEY	0.00	$0.00	$0.00
004-240	GE MACHINE TOOL RELAY CR2810A14A02	8.00	$82.22	$657.72
004-243	COIL, GE	7.00	$26.62	$186.35
004-245	MAGNETIC CORE, GE COIL	10.00	$17.62	$176.18
004-247	COILS, GE	1.00	$6.66	$6.66
004-249	COILS, GE	2.00	$6.42	$12.84
004-251	COILS, GE	1.00	$7.44	$7.44
004-255	COILS, GE	2.00	$9.69	$19.39
004-257	COILS, GE	1.00	$7.44	$7.44
004-259	RELAY, 10 AMP	6.00	$45.41	$272.48
004-261	E500 RELAY, 25 AMP	3.00	$59.51	$178.52
004-263	E500 RELAY, 100 AMP	3.00	$59.51	$178.52
004-265	RELAY, 300 AMP	1.00	$65.35	$65.35
004-268	GE GENERAL PURPOSE MAGNETIC CONTACTOR	4.00	$152.14	$608.55
004-269	GE GENERAL PURPOSE MAGNETIC CONTACTOR	3.00	$172.73	$518.19
004-271	HEX HEADS BOLTS 24MM DIA X 240MM LONG 45MM LONG THREAD W/FLAT WASHERS & NUTS GRD	16.00	$28.19	$451.01
004-272	HEX HEAD BOLTS 27MM DIA X 230MM LONG 17/MM LONG THREAD W/SPRING TYPE LOCKWASHER	50.00	$39.15	$1,957.50
004-279	SLIDE, STEARNS	46.00	$3.16	$145.51
004-280	STEARNS # 6 AC SOLENOID DIT 5-66-5061-00	2.00	$282.82	$565.64
004-281	6L COILS GANTRY TROLLEY, STEARN	8.00	$75.17	$601.34
004-285	TRANSFORMER	2.00	$54.81	$109.62
004-286	SYNCHRONISING TRANSFORMER ASSY 37D877007AB-G02-W FUSE FAILURE CARD	0.00	$1,444.48	$0.00
004-287	2 CHOKE	5.00	$48.55	$242.73
004-288	FUSE FAILURE CARD #193X-73911GC1	1.00	$633.60	$633.60
004-289	6 CHOKE	7.00	$72.04	$504.25
004-291	84 CAPACITORS	5.00	$42.28	$211.41
004-293	16 CAPACITORS	6.00	$28.19	$169.13
004-295	CONTACT BLOCK, GE	2.00	$25.06	$50.11
004-297	COIL LIGHING RELAY, SQD	1.00	$25.06	$25.06
004-298	TRANSMITTER WIND SPEED DIRECTION, BENDIX	0.00	$2,583.90	$0.00
004-299	CABLE, CONNECTING COND, #18AWF, BENDIX	0.00	$1.17	$0.00
004-303	27 CLARGSTAT, RHEOSTAT	3.00	$29.60	$88.79
004-307	CONTROLS AND RESISTORS	0.00	$29.60	$0.00
004-309	COIL, 46CV, GE	10.00	$23.15	$231.46
004-311	15 CAPACITORS, GE	13.00	$19.58	$254.48
004-315	MULTI-TRANS BOLT	0.00	$303.02	$0.00
004-321	CONTACTORS	32.00	$14.09	$451.01
004-323	CONTACT KIT	3.00	$33.76	$101.29
004-326	MAGNETIC REVERSING CONTROLLER GE #CRFOS-8004CAA	4.00	$457.96	$1,831.84
004-335	OVERLOAD ELEMENTS	6.00	$7.05	$42.28
004-337	COILS	4.00	$18.79	$75.17
004-339	RELAY #CR2810A14 EE202	2.00	$99.30	$198.60
004-340	DRIVE SHAFT 460/4 WITH FLANGES M12 X 33 P0565, 0587200202	1.00	$986.58	$986.58

Stock Number	Description	Units in Stock	Repurchase Value	Total
00-04-341	CLUTCH PLATE POS169-E5721691	2.00	$1,921.48	$3,842.96
00-04-344	RING A8PCS171	16.00	$0.16	$2.51
00-04-345	PIN ROLLED IIC X 2Y DIN 1481 POS 182 - 1481	16.00	$0.47	$7.52
00-04-346	RUBBER BUMPER FOR REWN 20 COUPLING	48.00	$40.72	$1,954.37
00-04-347	COUPLING (REPLACEMENT FOR REWN GR 20 OFFER NO. KCM903)	1.00	$1,440.72	$1,440.72
00-05-049	TRANSFORMER	1.00	$101.79	$101.79
00-05-050	GE MAGNETIC CONTACTORS, 4 POLE 110 VAC	2.00	$123.71	$247.43
00-05-051	CONTACTOR, GE (P)	1.00	$360.18	$360.18
00-05-055	BEARING BRACKET, GE	2.00	$313.20	$626.40
00-05-065	CONTACTOR 300 AMP	2.00	$308.50	$617.00
00-06-031	1500W FLOOD LIGHT, ITT	6.00	$78.30	$469.80
00-06-041	QUARTZ FLOOD LIGHT, GE	12.00	$25.84	$310.07
00-21-029	QUARTZ LAMP, 500W	9.00	$20.67	$186.04
00-21-101	PIENER CRANE SPREADER PINS	2.00	$247.43	$494.86
00-21-103	TROLLEY MOTOR SHAFT	3.00	$1,503.36	$4,510.08
00-21-155	INTERMEDIATE BRAKE	1.00	$37.58	$37.58
00-21-177	LUBRICATION PUMP	1.00	$375.84	$375.84
00-21-179	PINION GEAR	2.00	$701.57	$1,403.14
00-21-181	SOLENOID LEVER PINION KIT	1.00	$122.15	$122.15
00-21-183	HARDWARE KIT	6.00	$43.07	$258.39
00-21-185	TUBE KIT PRESSURE SPING	1.00	$39.15	$39.15
00-21-214	OVERLOAD RELAY	8.00	$18.01	$144.07
00-21-220	AUXILARY SINGLE CONTACT GE	10.00	$24.04	$240.38
00-21-221	POWER RAILS PIENER # 13FG2"	6.00	$516.78	$3,100.68
00-21-233	PIENER POWER RAIL	4.00	$862.87	$3,451.46
00-21-235	PINER POWER RAIL	3.00	$620.14	$1,860.41
00-21-297	WIRE ROPE 1-1/8" 6X37 EIP 300' LEFT HAND	1.00	$1,150.05	$1,150.05
00-21-298	WIRE ROPE 1-1/8" 6X37 EIP 300' RIGHT HAND	1.00	$1,150.05	$1,150.05
00-21-341	BRUSH HOLDER (P)	8.00	$53.24	$425.95
00-21-343	CARBON BRUSHES (P)	16.00	$29.75	$476.06
00-21-345	BRUSH HOLDER W/ BRUSH (P)	24.00	$26.62	$638.93
00-32-001	FUSE LINK, 125 AMP, GE TYPE 9F57CAA125	10.00	$43.10	$430.96
00-32-002	FUSE LINK, 50 AMP, GE TYPE 9F57CAA050	18.00	$31.04	$558.69
00-32-003	FUSE LINK, 20 AMP, GE TYPE 9F57CAA020	10.00	$31.04	$1,320.00
00-00-003	1" RRL BLACK AMC WIRE ROPE ADMIRAL MARINE	0.00	$3,496.25	$0.00
00-00-005	CABLE STRAND THW BLACK 12AWG	0.00	$3,524.91	$0.00
00-00-006	WIRE, ELECTYRIC, STRANDED 8AWG, THW, 600 VOLTS	0.00	$0.31	$0.00
00-00-008	CABLE, SHIELDED PVC AUDIO CONTROL, 14AWG, 1 TWISTED PAIR	0.00	$0.83	$0.00
00-00-009	24 COND. #12 AWG 600 VOLT 90C, BOSTON INSULATED WIRE & CABLE CC.	1.00	$9,647.34	$9,647.34
00-00-010	ELECTRICAL CABLE-RO02 1/0 AWG 2 CONDUCTOR-BOSTON INSULATED WIRE	1.00	$5,947.67	$5,947.67
00-00-012	ELECTRICAL CABLE-RO10 8 AWG 10 CONDUCTOR-BOSTON INSULATED WIRE	1.00	$6,948.34	$6,948.34
00-00-014	WHEELS, HARDENED STEEL, 4" DIA. STEMMANN	43.00	$26.34	$1,132.62
00-00-018	WIRE ROPE SLING, 5/8 DIA. 7/12" EYE EACH END. TYPE 6X37, 30' LONG	0.00	$61.36	$0.00
00-00-020	WIRE ROPE SLING, 5/8 DIA. 7/12" EYE EACH END. TYPE 6X37, 30' LONG	0.00	$75.04	$0.00
00-00-022	1220 FT. REEL WIRE ROPE 1" DIAMETER X IPS IWRC 6X37 RIGHT REGULAR LAY.	0.00	$3,496.25	$0.00
00-00-024	1230 FT. REEL WIRE ROPE 1" DIAMETER X IPS IWRC 6X37 RIGHT REGULAR LAY.	0.00	$3,493.59	$0.00
00-00-040	ENCOLOUSURE BOXE STEEL HINGE COVERWATER TIGHT 8X8X4	2.00	$32.95	$65.90
00-00-065	PNEUMATIC TIMER. ALLEN BRADLEY	3.00	$121.37	$364.10
00-00-067	ELECTRONIC TIMER, ALLEN BRADLEY #AE8-8525-NSO	1.00	$155.03	$155.03
00-00-069	RELAY BASE FOR PNEUMATIC TIMER ALLEN BRADLEY	2.00	$338.26	$676.51
00-00-070	RELAY W/ TIMER, ALLEN BRADLEY	2.00	$169.13	$338.26
00-00-083	HAMOLOG LOUNCE	0.00	$325.10	$0.00
00-00-087	FLUID ASSY.	0.00	$56.47	$0.00

Stock Number	Description	Units in Stock	Repurchase Value	Total
00-088	DIODE IN 3620	18.00	$3.37	$60.60
00-089	DIODES	13.00	$6.26	$81.43
00-090	DIODE IN 3620R	16.00	$3.37	$53.87
00-091	OHNITE RESITORS #47961501711W	12.00	$2.51	$30.07
00-093	COTL #79054822P	5.00	$28.03	$140.16
00-095	CONTACT BLOCK FURNAS #462	37.00	$38.76	$1,434.06
00-096	6 CONTACTOR, 3-POLE, FURNAS	0.00	$52.85	$0.00
00-097	CONTACT BLOCK FURNAS #462	53.00	$38.76	$2,054.20
00-101	CONTACT LIST	3.00	$78.30	$234.90
00-103	CONTACT LIST	9.00	$26.62	$239.60
00-105	S.C.R. INDICATOR ASSY. #100A79592	1.00	$325.10	$325.10
00-106	S.C.R. P/N 2N690	12.00	$9.32	$111.81
00-107	DRIVE CHECK BOARD #100C4375	1.00	$195.75	$195.75
00-109	SLOW DOWN ASSY.	6.00	$242.73	$1,456.38
00-111	POTS	6.00	$6.55	$39.28
00-113	POTS. CIO #250	4.00	$18.71	$74.85
00-115	POT	6.00	$9.79	$58.73
00-117	#11 POLE PIN RELAY G&W EAGLE	6.00	$18.07	$108.43
00-119	#8 POLE PIN RELAY G	2.00	$16.44	$32.89
00-120	#8 POLE PIN RELAY	4.00	$43.85	$175.39
00-121	#11 POLE PIN RELAY CTN	7.00	$15.66	$109.62
00-123	#11 POLE PIN	1.00	$22.41	$22.41
00-125	PIN RELAY BASE	10.00	$6.17	$61.70
00-127	#8 POLE PIN RELAY	2.00	$148.14	$296.29
00-129	RESISTORS	4.00	$21.92	$87.70
00-131	FLUID POWER SCR	0.00	$39.24	$0.00
00-133	FAST RECOVERY DIODE	0.00	$53.95	$0.00
00-137	MAIN HOIST FLUID LOSS RELAY	4.00	$252.20	$1,008.82
00-139	INDICATOR LIGHTS	5.00	$1.05	$5.25
00-141	RESISTORS #DR100NAT10	6.00	$12.53	$75.17
00-143	VANBL TRANSFORMER	3.00	$674.95	$2,024.84
00-145	MULTI PULSE TRANSFORMER	2.00	$117.45	$234.90
00-147	HEATING ELEMENT	3.00	$16.44	$49.33
00-149	HEATING ELEMENT 150W, 120V	5.00	$13.31	$66.56
00-150	HEATING ELEMENTS, DAYTON	1.00	$14.88	$14.88
00-151	HEATING ELEMENTS, 120W, 120V	2.00	$15.66	$31.32
00-152	HEATING UNIT COMPLETE/DAYTON HEATER	2.00	$27.91	$55.81
00-153	OVERLOADS	7.00	$2.35	$16.44
00-154	PACIFIC ELECTRIC HEATER W\THERMOSTAT	3.00	$339.82	$1,019.47
00-155	HEATER ELEMENTS	5.00	$1.64	$8.22
00-156	PHOTO ELEC HEADS E51DP3	9.00	$105.31	$947.82
00-157	CUTLER HAMMER OILS	5.00	$97.48	$487.42
00-158	SOLID STATE SWITCH E51SCL	9.00	$95.53	$859.73
00-159	CUTLER HAMMER	4.00	$34.61	$138.43
00-160	CUTLER HAMMER ROLLER LEVER	3.00	$14.25	$42.75
00-161	OVER LCAC CRI	3.00	$60.76	$182.28
00-163	G.E. OVERLOAD	0.00	$6.50	$0.00
00-164	CUTLER HAMMER INTERLOCK	9.00	$36.93	$332.34
00-165	G.E. OVERLOAD	0.00	$24.92	$0.00
00-187	STAINMSS, AIRCO	0.00	$0.00	$0.00
00-190	PADLOCK, MASTER NO.5	0.00	$10.38	$0.00
00-192	EXPANSION SECTION, 500 AMP, 4160V	0.00	$1,304.48	$0.00
00-193	NUT,ESNA, 5/16-18, STAINLESS	200.00	$1.17	$234.90

Stock Number	Description	Units in Stock	Repurchase Value	Total
00-00-194	BOLT, HEX, HD.5/16-18X1"	77.00	$1.57	$120.58
00-00-195	FLATWASHER, 5/16, SMALL	0.00	$0.78	$0.00
00-00-196	SPACER, BRASS SHIM	13.00	$2.35	$30.54
00-00-197	CABLE, 2/0 AWG	0.00	$78.30	$0.00
00-00-198	GUIDE ASNY, 4 CLAMP	18.00	$172.26	$3,100.68
00-00-199	EXPANSION GAP ASMY, STAINLESS	21.00	$383.67	$8,057.07
00-00-200	COVER, LEFT CUTOUT	0.00	$31.32	$0.00
00-00-201	T&H COMPRESSION LUGS, PINKDIE	49.00	$2.57	$125.84
00-00-202	CABLE, CLAMP, ADEL 1" DIA	14.00	$5.48	$76.73
00-00-203	T&B COMPRESSION LUGS, PINKDIE	0.00	$3.99	$0.00
00-00-204	COVER, OVERLAP	21.00	$23.49	$493.29
00-00-205	COVER, CUTOUT	15.00	$0.14	$2.11
00-00-206	BOLTED SPLICE ASMY	0.00	$11.75	$0.00
00-00-207	SPLICE BAR HALF	46.00	$1.57	$72.04
00-00-208	BOLT, SOCKET 5/16-18X1"	300.00	$1.57	$469.80
00-00-209	SPRING PLATE, STAINLESS	130.00	$2.35	$305.37
00-00-210	NUT, ESNA	190.00	$1.17	$223.16
00-00-211	HANGER CLAMP ASMY	5.00	$36.02	$180.09
00-00-212	BOLT, CARRIAGE 5/16-18X2"	196.00	$0.41	$79.81
00-00-213	S/S NUT 5/16 SELF LOCKING	40.00	$0.13	$5.01
00-00-214	LOCK WASHER, 5/16" STAINLESS	300.00	$0.78	$234.90
00-00-215	ISOLATING SECTION, 4160 VOLT	3.00	$1,061.75	$3,185.24
00-00-216	ISOLATOR, 500 AMP	5.00	$31.32	$156.60
00-00-217	PIN, CONNECTOR 3/16X1 1/2"	57.00	$5.48	$312.42
00-00-219	COVER, 500 AMP	30.00	$100.22	$3,006.72
00-00-220	COLLECTOR, TANDEM, 7-5 KV	6.00	$1,096.20	$6,577.20
00-00-221	CASE HALF	9.00	$25.06	$225.50
00-00-222	NUT, ESNA 3/8 - 16 STAINLESS	269.00	$1.17	$315.94
00-00-223	BOLT, HEX HD 3/18 - 16X2	160.00	$2.35	$375.84
00-00-224	BOLT INSULATOR	43.00	$2.74	$117.84
00-00-225	BOLT , HEX 1/4-20X3/4 STAINLESS	120.00	$1.17	$140.94
00-00-226	LOCKWASHER, 3/8" STAINLESS	33.00	$0.78	$25.84
00-00-227	YOKE ASMY, STAINLESS	0.00	$36.02	$0.00
00-00-228	SPRING HOOK STAINLESS	15.00	$5.48	$82.22
00-00-229	NUT ESNA 1/4-20 STAINLESS	220.00	$1.17	$258.39
00-00-230	BOLT, HEX 1/4-20X2 1/4	23.00	$1.96	$45.02
00-00-231	SPRING STAINLESS	50.00	$18.79	$939.60
00-00-232	POST, BASE STAINLESS	32.00	$28.19	$902.02
00-00-233	BASE MOUNTING	13.00	$54.81	$712.53
00-00-234	MOUNTING BOLT STAINLESS	82.00	$4.70	$385.24
00-00-235	BEARING WASHER STAINLESS	40.00	$1.10	$43.85
00-00-236	ROLL PIN, 1/4 X 1 1/4 STAINLESS	65.00	$0.78	$50.90
00-00-237	ARM COLLECTOR	1.00	$43.85	$43.85
00-00-238	BRACKET, CABEL SUPPORT	0.00	$18.79	$0.00
00-00-239	POST, YOKE COLLAR STAINLESS	8.00	$23.49	$187.92
00-00-240	WASHER LOCK 1/2" STAINLESS	26.00	$0.78	$20.36
00-00-241	BOLT, SOCKET #10-24 X 5/8, STAINLESS	47.00	$1.57	$73.60
00-00-242	NUT, #10-24 HEX, STAINLESS	65.00	$0.78	$50.90
00-00-243	FLATWASHER, #10, STAINLESS	100.00	$0.78	$78.30
00-00-244	SHOE & SHOE HOLDER, COPPER	10.00	$106.49	$1,064.88
00-00-245	SHOE HOLDER, COPPER	12.00	$36.02	$432.22
00-00-246	CONTACT SHOE PAIR	12.00	$43.85	$526.18
00-00-247	INTERMEDIATE SUPPORT BRACKET	0.00	$147.20	$0.00

Stock Number	Description	Units in Stock	Repurchase Value	Total
00-00-248	CONDUCTOR, 500 AMP, PVC, 30 FF	21.00	$342.95	$7,202.03
00-00-249	SOCKET, 5/16 - 18 X 1"1/4	180.00	$1.57	$281.88
00-00-250	NUT, 5/16 -18	16.00	$1.57	$25.12
00-00-252	LOCKWASHER 5/16"	0.00	$0.01	$0.00
00-00-253	HEX NUT, 5/16-18	148.00	$0.78	$115.88
00-00-254	CAST IRON SHOES	12.00	$216.11	$2,593.30
00-00-255	7.5 KV EXTRA FLEXIBLE #4 3/4 EXTRA INSULATION JUMPER CABLE	130.00	$4.26	$553.74
00-00-256	FORK LEVER #6H-783	6.00	$14.88	$89.26
00-00-257	VOLTMETERS	0.00	$180.09	$0.00
00-00-258	DIODES #752 582-D2	0.00	$4.62	$0.00
00-00-259	RESISTOR #602, 838, D-59	0.00	$2.93	$0.00
00-00-260	CARBON BRUSH FOR MAIN HOIST	0.00	$27.56	$0.00
00-00-261	CARBON BRUSH FOR GANTRY MOTOR	0.00	$7.13	$0.00
00-00-262	CARBON BRUSH FOR BOOM MOTOR	0.00	$18.64	$0.00
00-00-263	P&H TYPE LIMIT SWITCH R/H HIGH BOX OUTDOOR	1.00	$1,213.65	$1,213.65
00-00-270	GATES HYDRAULIC HOSE, TYPE 12C2AF	0.00	$68.90	$0.00
00-00-271	LOCKWASHERS 1/2 USS PLATED RADE (5)	0.00	$0.02	$0.00
00-00-272	TAPEREC WAHERS FOR 3/4 BOLT	0.00	$1.17	$0.00
00-00-276	HEX HEAD CAP SCREW 1/2 X 2	0.00	$0.14	$0.00
00-00-277	HEX HEAD CAP SCREW 1/2 - 13X1	0.00	$0.11	$0.00
00-00-278	LOCK WASHERS 5/8 X 3/4	0.00	$0.72	$0.00
00-00-279	LOCKWASHER 5/8 USS PLATED	0.00	$0.05	$0.00
00-00-280	1/2" X 6" LG. GA LV. PIPE NIPPLE	0.00	$1.36	$0.00
00-00-281	LOCKWASHER 1/4 USS PLATED	0.00	$0.64	$0.00
00-00-282	1/2" 9C GALV PIPE FITTING	0.00	$0.69	$0.00
00-00-283	3/8 LOCKWASHER	0.00	$0.00	$0.00
00-00-284	1/2" PIPE CAP, GALV	0.00	$0.75	$0.00
00-00-285	1/4 - 20 NUT	0.00	$0.02	$0.00
00-00-286	LOCKWASHERS 5/16 USS PLATED	0.00	$0.02	$0.00
00-00-290	GATE VALVE, BRONZE 3/4	0.00	$10.96	$0.00
00-00-291	FLATWASHER 5/8 USS PLATED	0.00	$1.25	$0.00
00-00-292	FLATWASHER 3/4 USS PLATED	0.00	$1.25	$0.00
00-00-294	#TY-523 T&B TY-RAP	0.00	$0.05	$0.00
00-00-295	#TY-526M T&B TY-RAP	0.00	$0.14	$0.00
00-00-296	#TY-525M T&B TY-RAP	0.00	$0.19	$0.00
00-00-297	TY-RAP T&B #TY-528M	0.00	$0.20	$0.00
00-00-298	TY-RAP T&B #TY-527M	0.00	$0.30	$0.00
00-00-299	TY-RAP T&B #TY-529M	0.00	$0.60	$0.00
00-00-300	10RC-6F STAKON TERMINAL	0.00	$0.25	$0.00
00-00-301	GROUNDING SINGLE RECEPTACLE, 2 POLE, 3WIRE, 20 AMP 125 VOLTS	0.00	$0.25	$0.00
00-00-302	5/8 NUT USS	0.00	$0.11	$0.00
00-00-303	CLAMPON UTILITY SET W/SHADE 120 VOLT, 660 WATTS	0.00	$0.23	$0.00
00-00-304	1/2 NUT USS PLATED	0.00	$0.05	$0.00
00-00-305	DROPLIGHT LIMIT SWITCH, 75 WATT, 125 VOLTS, 50 FT. LNGTH.	0.00	$0.28	$0.00
00-00-306	1/2 FLATWASHER	0.00	$1.25	$0.00
00-00-307	TY-RAPS TY-524M	0.00	$0.05	$0.00
00-00-308	TY-533M	0.00	$0.11	$0.00
00-00-309	T&B STAKONS	0.00	$0.13	$0.00
00-00-310	TY-527M	0.00	$0.30	$0.00
00-00-311	WT-2000	0.00	$26.47	$0.00
00-00-312	C106FL	0.00	$0.19	$0.00
00-00-313	STAKON TERMINAL	0.00	$0.28	$0.00
00-00-314	TY-RAP	0.00	$0.06	$0.00

Stock Number	Description	Units in Stock	Repurchase Value	Total
00-00-315	STA KON TERMINAL	0.00	$0.16	$0.00
00-00-316	STA KON TERMINAL	0.00	$0.20	$0.00
00-00-317	RING, T&B STAKON	0.00	$0.16	$0.00
00-00-318	RING, T&B STAKON	0.00	$0.23	$0.00
00-00-319	RING, T&B STAKON	0.00	$0.23	$0.00
00-00-320	RING, T&B STAKON	0.00	$0.16	$0.00
00-00-321	RING, T&B STAKON	0.00	$0.16	$0.00
00-00-322	RING, T&B STAKON	0.00	$0.20	$0.00
00-00-323	FORK, T&B STAKON	0.00	$0.16	$0.00
00-00-324	FORK, T&B STAKON	0.00	$0.16	$0.00
00-00-325	FORK, T&B STAKON	0.00	$0.16	$0.00
00-00-326	FORK, T&B STAKON	0.00	$0.20	$0.00
00-00-327	BUTT CONNECTOR, T&B STAKON	0.00	$0.16	$0.00
00-00-328	BUTT CONNECTOR, T&B STAKON	0.00	$0.16	$0.00
00-00-329	FEMALE CONNECTOR, T&B STAKON	0.00	$0.24	$0.00
00-00-330	HEX HD BOLT CAD PLT 1/2-13-1 1/4	0.00	$0.11	$0.00
00-00-331	HEX HD BOLT CAD PLT 1/2-13-1 1/2	0.00	$0.13	$0.00
00-00-332	HEX HD BOLT CAD PLT 1/2-13-1 3/4	0.00	$0.14	$0.00
00-00-333	FEMALE CONNECTOR, T&B STAKON	0.00	$0.20	$0.00
00-00-334	MALE TABS, T&B STAKON	0.00	$0.13	$0.00
00-00-338	T&B BRAND CONNECTORS 54112 4/0 - 3/8 PURPLE	0.00	$3.84	$0.00
00-00-395		0.00	$0.09	$0.00
00-00-398	WIRE #10 AWG THW BLACK	0.00	$0.09	$0.00
00-00-399	#10 AWG THW RED WIRE 250FT	0.00	$0.09	$0.00
00-00-400	#10 AWG THW BLUE WIRE 250FT	0.00	$0.09	$0.00
00-00-401	ELECTRIC CABLE, 20 CONDUCTOR 600V	0.00	$41.84	$0.00
00-00-402	ELECTRIC CABLE, 5 CONDUCTOR 600V	0.00	$0.66	$0.00
00-00-403	BLACK ELECTRIC CABLE	0.00	$57.44	$0.00
00-00-404	ELECTRICAL CABLE, 14/3, TYPE SO 250 FT. COIL	0.00	$97.09	$0.00
00-00-405	#14 BLACK STRANDED THW	0.00	$58.73	$0.00
00-00-406	ELECTRICAL CABLE, 16/3 TYPE SO 250 FT. COIL	0.00	$58.73	$0.00
00-00-407	METAL OXIDE VARISTOR	0.00	$22.11	$0.00
00-00-409	WIRE NUT YELLOW	0.00	$0.69	$0.00
00-00-411	BRADY WIRE MARKER, PERMA CODE	0.00	$0.86	$0.00
00-00-412	BRADY WIRE MARKER, PERMA CODE	0.00	$0.86	$0.00
00-00-413	WIRE NUTS, GREY SCOTCHLOK	0.00	$0.04	$0.00
00-00-414	WIRE NUTS, BLUE SCOTCHLOK	0.00	$0.05	$0.00
00-00-420	WIRE MARKER #1	0.00	$1.00	$0.00
00-00-422	WIRE MARKER #S1	0.00	$1.00	$0.00
00-00-424	WIRE MARKER #S2	0.00	$1.00	$0.00
00-00-430	STA-KON #B14-8F WIRE MARKER #1	0.00	$1.00	$0.00
00-00-440	PLUG-2PULL 3WIRE	0.00	$12.21	$0.00
00-00-442	AC OUTLET STRIPS PRE-WIRED DAYTON	0.00	$5.64	$0.00
00-00-444	CONNECTORS, HEAVY DUTY 15 AMP 125 VOLT 2 POLE 3 WIRE EAGLE BRAND	0.00	$12.36	$0.00
00-00-446	GROUNDING RECEPTACLES SINGLE 15 AMP 250 VOLT 2 POLE 3 WIRE EAGLE BRAND	0.00	$3.73	$0.00
00-00-448	GROUND RECEPTACLES, 15 AMP 125 VOLT 2 POLE 3 WIRE DUPLEX EAGLE	0.00	$2.74	$0.00
00-00-449	PLUGS HEAVY DUTY 15 AMP 125 VOLT 2 POLE 3 WIRE DUPLEX EAGLE	0.00	$2.33	$0.00
00-00-459	RESIN AND ACTIVATOR CORDOBOND	0.00	$17.35	$0.00
00-00-460	GLASS TAPE CORDOBOND	0.00	$15.97	$0.00
00-00-461	GLASS MAT, CORDOBOND	0.00	$14.09	$0.00
00-00-462	GLASS, CLOTH CORDOBOND	0.00	$12.45	$0.00
00-00-463	CORDOBOND STEEL PUTTY AND ACTIVATOR	0.00	$15.27	$0.00
00-00-464	1/8" 4' X 8' PLEXIGLASS	0.00	$77.52	$0.00

Stock Number	Description	Units in Stock	Repurchase Value	Total
00-00-465	1/4" 4' X 8' PLEXIGLASS	0.00	$130.76	$0.00
00-00-466	1/2" 4' X 8' PLEXIGLASS	0.00	$236.15	$0.00
00-00-500	ENERPAC COUPLER, 3/8" REGULAR WITH DUST CAP, MALE/FEMALE HALVES	0.00	$30.55	$0.00
00-00-505	ENERPAC COUPLER, 3/8" HIGH FLOW INCLUDES DUST CAP, MALE/FEMALE HALVES	0.00	$32.21	$0.00
00-00-510	ENERPAC HYDRAULIC OIL	1.00	$14.31	$14.31
00-01-005	CABLE ADAPTER BOARD	2.00	$33.15	$66.30
00-01-007	BARREL FOR BOX MOUNT RECEPTACLE	1.00	$29.08	$29.08
00-01-009	COUPLING NUTS	2.00	$9.10	$18.20
00-01-011	BARREL FOR IN LINE RECEPTACLE	5.00	$22.02	$110.09
00-01-013	DUST CAP/FEM. CHAIN	0.00	$28.74	$0.00
00-01-017		0.00	$0.00	$0.00
00-01-019		0.00	$0.00	$0.00
00-01-021		0.00	$0.00	$0.00
00-01-023		0.00	$0.00	$0.00
00-01-031	GROMMETS	11.00	$2.72	$29.97
00-01-033	OA LIMIT SWITCH, G.E.	1.00	$123.71	$123.71
00-01-035	OPERATING CAMS	5.00	$31.32	$156.60
00-01-037	SHAFT EXT.	5.00	$37.58	$187.92
00-01-039	PAWL ASSY.	5.00	$28.19	$140.94
00-01-041	SPEED RESPONSIVE SW., HUBBELL	1.00	$430.65	$430.65
00-01-042	ROTATING LIMIT SW BENCO/1221 LIMIT SWITCH, CUTLLER HAMMER TYPE RD	0.00	$1,244.78	$0.00
00-01-043	LIMIT SWITCH, SQUARED	3.00	$59.51	$178.52
00-01-044	CUTLER HAMMER SIMIT SWITCH	7.00	$67.18	$470.27
00-01-045	LIMIT SWITCH ARM	5.00	$23.96	$119.80
00-01-047	LIMIT SWITCH ARM FOR H.V.	7.00	$18.79	$131.54
00-01-049	LIMIT SWITCH ARM, G.E.	4.00	$5.72	$22.86
00-01-051	LIMIT SWITCH ARM	1.00	$9.40	$9.40
00-01-052	LIMIT SWITCH ARM, SQUARE D ARM #MA	2.00	$7.39	$14.78
00-01-053	LIMIT SWITCH ARM, SQ. D	11.00	$10.41	$114.55
00-01-054	SPINICLE LIMIT SWITCH PART 8-010-300 HSPH2R8150A	1.00	$341.39	$341.39
00-01-057	LIMIT SWITCH ARM, SQ. D (EA11)	15.00	$10.96	$164.43
00-01-059	LIMIT SWITCH ARM, G.E.	12.00	$5.72	$68.59
00-01-061	LIMIT SWITCH ARM, G.E.	3.00	$5.72	$17.15
00-01-063	LIMIT SWITCH ARM	17.00	$18.79	$319.46
00-01-065	CONTACT BLOCK	12.00	$12.53	$150.34
00-01-067	PUSH BUTTON SWITCH, CROUSE-HINDS	9.00	$52.30	$470.74
00-01-068	CONDULET FERALOY SINGLE GANG, 1/2" CAST BOXES THREADED, CROUSE HINDS MFG. #FD1019	12.00	$12.94	$155.22
00-01-069	LIMIT SWITCH, SQ. D	2.00	$54.50	$108.99
00-01-071	PRESSURE SWITCH, DELAVAL	1.00	$210.28	$210.28
00-01-073	LIMIT SWITCH, G.E.	1.00	$53.87	$53.87
00-01-075	LIMIT SWITCH, DENISON	1.00	$43.85	$43.85
00-01-077	LIMIT SWITCH, SQ. D.	7.00	$75.01	$525.08
00-01-079	LIMIT SWITCH, G.E.	0.00	$43.85	$0.00
00-01-081	SELECTOR SWITCH, CROUSE HINDS	1.00	$46.59	$46.59
00-01-083	LIMIT SWITCH, SEIMENS	3.00	$70.47	$211.41
00-01-085	1F, EMERG. STOP SWITCH, G.E.	4.00	$44.58	$178.34
00-01-087	BASE FOR EMERG. STOP, CUTLER HAMMER	2.00	$15.66	$31.32
00-01-089	BOX FOR AR642, CROUSE HIND	1.00	$11.90	$11.90
00-01-090	MOTOR, BALDOR 1/2 H.P. FRAME 5642, 1725 R.P.M. 60H2 TEEL M-6	0.00	$469.80	$0.00
00-01-091	RECEPTACLE FOR OUTLET, CROUSE HIND	2.00	$71.03	$142.07
00-01-093	HYDRAULIC PUMP, SPERRY VICKERS	2.00	$847.14	$1,694.29
00-01-094	VICKERS V210-BW, 3C, H7-12-5140 LH P/S PLME?	0.00	$194.18	$0.00
00-01-095	ELECTRIC MOTOR, BALDOR	1.00	$274.36	$274.36

Stock Number	Description	Units in Stock	Repurchase Value	Total
01-096	SPERRY-VICKERS ROTATING GROUP #938723	2.00	$1,179.20	$2,358.40
01-097	ELECTRIC MOTOR, BALDOR <USED>	1.00	$274.36	$274.36
01-098	SPERRY -VICKERS COMPENSATOR SUB ASSY.	2.00	$120.97	$241.95
01-099	ROD SCRAPER, T&J	19.00	$29.38	$558.19
01-100	WASHERS #245223	0.00	$2.66	$0.00
01-101	ROD SCRAPER 5072-26	4.00	$0.70	$2.82
01-102	BEARING #12016 FOR SPERRY VICKERS PUMP #PVB15-RSY-31-C M11	2.00	$9.85	$19.70
01-103	ROD SCRAPER	19.00	$0.30	$5.65
01-104	RETAINER #274382 FOR SPERRY-VICKERS PUMP #PVB15 - RSY-31 CM11	3.00	$1.77	$5.31
01-107	SEAL KIT ACTUATOR	9.00	$82.84	$745.57
01-109	K, HURRICANE BRAKE SWITCH OILDYNE	4.00	$106.10	$424.39
01-110	SUB PLATE 1/8 PIPE FOR OILDYNE PRESSURE SWITCH #E4-SPHS-3K	1.00	$19.73	$19.73
01-111	PRESSURE RED. VALVE, PARKER	1.00	$57.00	$57.00
01-113	FILTER STRAIN, FLOW EZY	10.00	$34.64	$346.40
01-115	FILTER, PUROLATOR	22.00	$17.23	$378.97
01-118	WATERMAN #1489-8-1 FLOW FLOW DIVIDER-COMINER VALVE (HYDRAULIC VALVE FOR SPREADER)	2.00	$359.99	$719.98
01-119	05, VALVE, FLUID CONTROLS	1.00	$195.66	$195.66
01-121	VALVE BASE, P/H	1.00	$98.66	$98.66
01-123	VALVE BASE, P/H	4.00	$200.45	$801.79
01-125	BASE PLTE RED; VALVE, P/H	4.00	$416.63	$1,666.54
01-127	MANITROL COILS, LISK	4.00	$67.10	$268.41
01-129	MANITROL SERIES VALVE, PHI	3.00	$53.87	$161.61
01-131	PRESSURE RED., VALVE	3.00	$307.48	$922.45
01-133	D, DIRECTIONAL CONT. VALVE P/H	1.00	$221.59	$221.59
01-134	1DIRECTIONAL CONTROL VALVES, PARKER, 120 VOLTS/3000 PSI MAX	2.00	$411.08	$822.15
01-135	DIRECTIONAL CONT. VALVE, P/H	3.00	$215.64	$646.91
01-136	6 MONITROL COIL (FOR PARKER DIRECTIONAL VALVE) 115 VOLTS	0.00	$53.87	$0.00
01-137	HYDRAULIC CYLINDER, AEROGUIP	0.00	$466.67	$0.00
01-139	PISTON RODS	5.00	$195.75	$978.75
01-141	HYDRAULIC CYLINDER	2.00	$363.31	$726.62
01-143	HYDRAULIC CYLINDER	0.00	$232.08	$0.00
01-144	SPYDER FOR HYDRAULIC RESERVOIR	2.00	$34.77	$69.53
01-145	DIRECTIONAL CONT., P/H	5.00	$264.06	$1,320.29
01-147	HYDRAULIC CYLINDER	1.00	$231.77	$231.77
01-150	THRUSTER BEARING, GAS	0.00	$23.49	$0.00
01-151	CABLE & HOSE BLOCKS	3.00	$32.70	$98.09
01-152	CABLE & HOSE ANCHOR STRAP	12.00	$101.68	$1,220.16
01-153	THRUSTER BEARING	10.00	$17.23	$172.26
01-154	THRUST BEARING, 1/4"	19.00	$29.28	$556.40
01-155	THRUSTOR BEARING	24.00	$18.02	$432.59
01-156	INTERMEDIATE BEARING	0.00	$202.14	$0.00
01-157	NYLON PAD	6.00	$7.34	$44.07
01-159	NYLON PAD	11.00	$3.10	$34.11
01-160	TORRINGTON INNER RACE	6.00	$22.66	$135.96
01-161	GUIDE BLOCKS	22.00	$45.70	$1,005.31
01-162	BUSHING FOR ACTUATOR	0.00	$24.52	$0.00
01-163	ACTUATOR SHAFT	0.00	$211.41	$0.00
01-164	ACTUATOR SHAFT	0.00	$184.88	$0.00
01-165	BAYONETTE	5.00	$258.39	$1,291.95
01-167	BAYONET	0.00	$351.63	$0.00
01-168	BAYONET, CENTER	0.00	$258.39	$0.00
01-169	WING SHAFT	4.00	$177.33	$709.34
01-170	NYLON BUSHING	0.00	$37.11	$0.00

Stock Number	Description	Units in Stock	Repurchase Value	Total
00-01-171	WING SHAFT	6.00	$1,197.52	$7,185.12
00-01-172	CELL ROLLER PIN	0.00	$97.00	$0.00
00-01-173	OIL CUT-OUT SWITCH	1.00	$1,038.26	$1,038.26
00-01-179	GLAND CARTRIDGE, 2", PARKER HANNIFIN	7.00	$103.51	$724.59
00-01-181	GLAND CARTRIDGE	4.00	$41.47	$165.87
00-01-183	ROD SEAL	6.00	$15.66	$93.96
00-01-185	GLAND CARTRIDGE, 5/8", PARKER HANNIFIN	7.00	$55.75	$390.25
00-01-187	PISTON SEAL, 3-1/4", PARKER HANNIFIN	6.00	$49.33	$295.97
00-01-189	PISTON SEAL, 3-1/4", PARKER HANNIFIN	3.00	$10.02	$30.07
00-01-191	CYLINDER SEAL KIT, AEROQUIP	4.00	$45.82	$183.28
00-01-192	CYLINDER SWITCHMOUNT C8035-3	6.00	$64.83	$388.99
00-01-193	CYLINDER SEAL KIT, TOMKINS JOHNSON	3.00	$41.87	$125.62
00-01-194	CYLINDER SWITCHMOUNT C8035-4	6.00	$64.83	$388.99
00-01-195	CYLINDER SEAL KIT, AEROQUIP	6.00	$164.21	$985.26
00-01-197	CENTER PINS/TWIST LOCKS	8.00	$96.22	$769.72
00-01-198		0.00	$351.63	$0.00
00-01-199	PINS/TWIST LOCKS	3.00	$151.90	$455.71
00-01-200	ROD BEARING FOR TOMPKIN JOHNSON HYDR. CYLINDER MODEL #SH18	3.00	$170.02	$510.06
00-01-201	BEARING, DODGE	4.00	$202.15	$808.62
00-01-202	ROD ENDS, SPHERCO	7.00	$15.63	$109.40
00-01-203	ROD ENDS	13.00	$11.75	$152.69
00-01-204	ROD ENDS, SPHERCO	4.00	$20.00	$79.99
00-01-205	KNUCKLE/EXT. PISTON	2.00	$154.66	$309.32
00-01-207	BUSHINGS/TWIST HOUSING	13.00	$62.64	$814.32
00-01-209	BRASS BUSHING I.O.D. 2 1/2 LONG FOR GUIDE ROLLER PIN	3.00	$21.53	$64.60
00-01-211	GUIDE ROLLER PIN	11.00	$45.41	$499.55
00-01-212	SPREADER GUILD WHEEL BORED AND BRUSHED W\STEEL LINER	4.00	$59.51	$238.03
00-01-213	LINKAGE BAR	4.00	$99.68	$398.70
00-01-214	RETAINER A8050-1	12.00	$48.95	$587.44
00-01-215	SLIDE	9.00	$31.95	$287.52
00-01-216	SLIDE BASE A8049-1	6.00	$73.01	$438.04
00-01-217	LIMIT SWITCHMOUNT BLOCK	4.00	$37.27	$149.08
00-01-219	BRASS BUSHINGS	6.00	$107.94	$647.67
00-01-220	SLIDE	6.00	$47.98	$287.89
00-01-221	SLIDE	3.00	$15.66	$46.98
00-01-222	TRIP #A5774-1	6.00	$34.67	$208.03
00-01-223	BUSHINGS/ACTUATOR	13.00	$15.66	$203.58
00-01-225	END BLOCK/CENTER TWIST	4.00	$36.02	$144.07
00-01-227	WASHER FOR TWISTLOCK	7.00	$12.26	$85.83
00-01-229	TWISTLOCK ACTUATOR	5.00	$38.37	$191.84
00-01-235	4 OZ. LOCTITE FITTING, RUBBER	0.00	$89.58	$0.00
00-01-236	1/3 OZ. SQUEEZE BOTTLE	0.00	$14.55	$0.00
00-01-238	LOCTITE QUICK METAL 5 ML. TUBE MFG #66040	0.00	$26.94	$0.00
00-01-240	ALIGNING ARM SPREADERB8211-1	0.00	$698.12	$0.00
00-01-241	ALIGNING ARM, SPREADER 678H	3.00	$819.02	$2,457.05
00-01-242	ALIGNING ARM SPREADER 6781-2	4.00	$819.02	$3,276.07
00-01-243	GOULD 1-T-E MAIN HOIST	4.00	$2,302.02	$9,208.08
00-01-244	GOULD 1-T-E TROLLEY CIRCUIT	1.00	$749.25	$749.25
00-01-245	SEAL & GASKET KIT - GANTRY MOTOR	72.00	$10.02	$721.61
00-01-246	ONE POWER CYLINDER W/MOTOR	0.00	$16,443.00	$0.00
00-01-247	UPPER LIMIT SWITCH FOR BOOM HOIST 1/W CODE 07-504-70-3	2.00	$2,035.80	$4,071.60
00-01-250	CABLE ASSM. LEFT MFG. # 979F635	4.00	$321.03	$1,284.12
00-01-251	CABLE ASSM. RIGHT MFG. # 979F635	0.00	$321.03	$0.00

Stock Number	Description	Units in Stock	Repurchase Value	Total
00-01-281		0.00	$0.06	$0.00
00-01-301		0.00	$2.90	$0.00
00-01-303		0.00	$1.35	$0.00
00-01-305		0.00	$17.62	$0.00
00-01-307		0.00	$0.56	$0.00
00-01-309		0.00	$0.17	$0.00
00-02-001	DC POWER SUPPLY, P&H	0.00	$861.30	$0.00
00-02-003	N, FIRING PULSE GEN, P&H	1.00	$1,096.20	$1,096.20
00-02-004	N, FIRING PULSE GEN	0.00	$4,807.62	$0.00
00-02-005	AUX CIRCUITS ASS., P&H	0.00	$1,365.55	$0.00
00-02-006	SEMI CONVERTER P.C. BOARD A00-A9071-1	4.00	$1,699.11	$6,796.44
00-02-007	DC POWER SUPPLY ASS., P&H	0.00	$985.01	$0.00
00-02-008	TERMINAL BOARD ASSMY.	2.00	$1,652.13	$3,304.26
00-02-009	9, REGULATOR ASSY., P&H	0.00	$1,486.13	$0.00
00-02-010	RECTIFIER ASS. FOR FIELD TROLLEY MOTOR PART # 752580-D3 CRANE	3.00	$305.37	$916.11
00-02-011	RECTIFIER	2.00	$117.68	$235.37
00-02-012	SEMI CONVERTER FIELD POWER	2.00	$5,089.50	$10,179.00
00-02-013	RECTIFIER	0.00	$107.51	$0.00
00-02-014	-1 F.P.G OUTPUT CABLE, SHORT	3.00	$236.86	$710.57
00-02-015	RECTIFIER	0.00	$135.38	$0.00
00-02-016	-2 F.P.G. OUTPUT CABLE, LONG	3.00	$236.86	$710.57
00-02-017	RECTIFIER	3.00	$610.74	$1,832.22
00-02-018	-AG ADJUSTMENT INDICATOR PANEL M.H.	1.00	$815.89	$815.89
00-02-019	SUPPRESSOR	3.00	$7.60	$22.79
00-02-020	-AF ADJUSTMENT INDICATOR PANEL TROLLEY	1.00	$815.89	$815.89
00-02-021	SUPPRESSOR, P&H	1.00	$5.72	$5.72
00-02-023	SUPPRESSOR, G.E.	16.00	$4.35	$69.66
00-02-024	AUXILARY CIRCUITS P.C. BOARD	0.00	$1,013.20	$0.00
00-02-025	SUPPRESSOR, G.E.	22.00	$4.35	$95.78
00-02-027	RECTIFIER	1.00	$14.09	$14.09
00-02-029	RECTIFIER	0.00	$0.00	$0.00
00-02-031	SUPPRESSOR	5.00	$15.66	$78.30
00-02-033	TRANSFORMER, P&H	1.00	$60.68	$60.68
00-02-035	TRANSFORMER	1.00	$118.08	$118.08
00-02-037	TRANSFORMER	0.00	$0.00	$0.00
00-02-039	TRANSFORMER, P&H	1.00	$87.70	$87.70
00-02-041	TRANSFORMER, P&H	1.00	$40.25	$40.25
00-02-042		0.00	$1.06	$0.00
00-02-043	JOUSTICK COTACT, P&H	3.00	$25.06	$75.17
00-02-045	CAMS	5.00	$1.64	$8.22
00-02-047	SHAFT FOR JOYSTICK	1.00	$54.89	$54.89
00-02-049	SPRING RETURN	1.00	$64.13	$64.13
00-02-051	CONTACTS FOR CAM SWITCH	32.00	$17.16	$549.23
00-02-053	T5, NEW TYPE TACK	0.00	$720.36	$0.00
00-02-054	5 TACHOMETER #THS110-02705	5.00	$916.11	$4,580.55
00-02-055	SHAFT FOR TACH	5.00	$100.22	$501.12
00-02-057	BRUSH CAP	22.00	$3.13	$68.90
00-02-059	BRUSHES FOR TACK	16.00	$0.78	$12.53
00-02-061	D.C. SOLID STATE CONTACTOR	0.00	$833.11	$0.00
00-02-063	CONTACT KIT, ASEA	2.00	$876.91	$1,753.83
00-02-065	CONTACT KIT, ASEA	3.00	$234.90	$704.70
00-02-067	AUX. CONTACTS	6.00	$36.02	$216.11
02-069	AUX. CONTACTS	5.00	$36.02	$180.09

Stock Number	Description	Units in Stock	Repurchase Value	Total
00-02-071	COIL FOR CONTACTOR	4.00	$227.07	$908.28
00-02-073	COIL FOR CONTACTOR	5.00	$93.96	$469.80
00-02-075	CONTACTOR	5.00	$563.76	$2,818.80
00-02-076	CONTACTOR, ASEA 120 VOLTS 2 POLE	2.00	$408.88	$817.77
00-02-077	MOVEABLE CONTACT	3.00	$105.24	$315.71
00-02-078		0.00	$291.04	$0.00
00-02-079	COIL TROLLEY	4.00	$35.08	$140.31
00-02-080	DC AMP METER 0-5 AMPS	7.00	$111.97	$783.78
00-02-081	CONTACT KIT	0.00	$140.31	$0.00
00-02-082	DC AMP METERO-10 AMPS	13.00	$111.97	$1,455.60
00-02-083	DIODE, ASEA	12.00	$75.17	$902.02
00-02-084	DIODES ASEA 75Q106D1	12.00	$203.58	$2,442.96
00-02-085	BRAKE CONTROL ASMY	1.00	$1,703.81	$1,703.81
00-02-086	INSTANTANEOUS OVERCURRENT MODULE	3.00	$978.75	$2,936.25
00-02-087	TRANSFORMER	1.00	$234.90	$234.90
00-02-088	D.C. VOLTAGE TRANSDUCER	2.00	$610.74	$1,221.48
00-02-089	SPRING, HOIST	16.00	$2.82	$45.10
00-02-090	KINDORF CHANNEL #B905	2.00	$2.43	$4.85
00-02-091	GANTRY BRUSH HOLDER	10.00	$177.58	$1,775.84
00-02-093	27. BRUSH HOLDER ASSY	2.00	$436.91	$873.83
00-02-095	INSULATOR	9.00	$18.17	$163.49
00-02-097	STUD FOR GANTRY BRUSH RIGGING 518F134813	12.00	$21.22	$254.63
00-02-099	BRUSH HOLDER RIGGING 9573E83	2.00	$953.69	$1,907.39
00-02-100	TERMINAL BOX #9514E7-8 FOR HARBISCHFEGER TROLLEY MOTOR	4.00	$157.30	$629.22
00-02-101	TROLLEY BRUSHES	68.00	$10.41	$708.15
00-02-102	CARBON BRUSHERS, P&H	58.00	$19.50	$1,130.81
00-02-103	CARBON BRUSHES, P&H	46.00	$8.30	$381.79
00-02-105	CARBON BRUSHERS, P&H	36.00	$21.77	$783.63
00-02-106	S.C.R. 650 AMP P.S.I. G650 14ST FOR HOIST DRIVE	9.00	$247.50	$2,866.50
00-02-107	SCR 600 AMP PSI F600 14ST FOR MAIN MOTOR HOIST DRIVE 4C TON SER # 18031CSCE	0.00	$211.41	$0.00
00-02-108	SCR ASEA 75Q104D1	8.00	$211.41	$1,691.28
00-02-109	SCR 400 AMP	25.00	$198.00	$4,950.00
00-02-111	HANDLES FOR HEAT SINK	6.00	$56.06	$336.38
00-02-112	ELECTRO CUBE CAPACITOR 25+ 20 600V#112A1F254M152 104X122AA	5.00	$6.84	$34.22
00-02-113	FIBER, BAR	0.00	$400.90	$0.00
00-02-114	BAFFLES	2.00	$15.27	$30.54
00-02-115	THERMOSTATS	8.00	$4.70	$37.58
00-02-116	RIBBON, CABLE	4.00	$126.85	$507.38
00-02-117	CONNECTOR	0.00	$26.62	$0.00
00-02-118	FPG INPUT CABLE	3.00	$166.00	$497.99
00-02-119	CONNECTOR	7.00	$28.19	$197.32
00-02-120	SPLIT BOLT CONNECTOR	0.00	$5.70	$0.00
00-02-121	CHOKE	1.00	$209.84	$209.84
00-02-122	18,000 OHM RESISTORS	2.00	$4.67	$9.33
00-02-123	OHMITE RESISTORS	1.00	$2.07	$2.07
00-02-124	22,000 OHM RESISTORS	0.00	$5.48	$0.00
00-02-125	BAFFLES	1.00	$9.40	$9.40
00-02-126	25,000 OHM RESISTORS 225 WATT CERAMIC 10 1/2 LONG	3.00	$13.80	$41.39
00-02-127	SIDE ENCLOSURE	4.00	$11.75	$46.98
00-02-128	SIDE ENCLOSURES FOR HEAT SINK MFG #79H1863	0.00	$27.41	$0.00
00-02-129	SUPPRESSION ASSMY	2.00	$477.63	$955.26
00-02-130	POTENTIOMETER, 1K, 2 WATTS, 1,000 OHM	1.00	$17.77	$17.77
00-02-131	POTENTIOMETER, 10K, 2 WATTS, 10,000 OHM	7.00	$22.32	$156.21

Stock Number	Description	Units in Stock	Repurchase Value	Total
00-02-134	RESISTORS, 10 OHMS, 2 WATT	12.00	$1.57	$18.79
00-02-136	GEAR COUPLING/MAIN HOIST	4.00	$3,022.38	$12,089.52
00-02-137	MAIN HOIST CONTROL CAGE	1.00	$14,642.10	$14,642.10
00-02-138	GEAR COUPLING/TROLLEY	4.00	$2,098.44	$8,393.76
00-02-139	TROLLEY CONTROL CAGE	1.00	$14,642.10	$14,642.10
00-02-140	RESISTORS, 4 OHMS, 25 WATT W/WIRE LEADS	34.00	$5.48	$186.35
00-02-141	FIELD WEAKENING BOARD	2.00	$2,270.70	$4,541.40
00-02-143	TACH CHECK BOARD	1.00	$1,071.14	$1,071.14
00-02-145	3 AV BOARD MH	0.00	$861.30	$0.00
00-02-146	RESISTORS ASSY FOR 75 HP 300M HOIST 460 VDC CONTROL PH, CLASS	1.00	$1,177.63	$1,177.63
00-02-147	RESISTOR ASSY, FOR 275 HP MAIN 460 VDC CONTROL CLASS 90	1.00	$2,367.79	$2,367.79
00-02-151	COMMON CATODE HEAT SINK ASSMY HOIST	2.00	$2,630.88	$5,261.76
00-02-152	COMMON ANODE HEATER SINK ASSMY	2.00	$2,630.88	$5,261.76
00-02-153	COMMON CATHODE HEAT SINK ASSMY	2.00	$2,270.70	$4,541.40
00-02-154	COMMON ANODE HEATSINK ASSMY	2.00	$2,270.70	$4,541.40
00-02-155	RELAY SOCKET	4.00	$13.08	$52.30
00-02-161	TERMINAL BOARD ASSMY	4.00	$33.75	$134.99
00-02-163	BRAKE COVER LATCHES FOR ENTRY BRAKE COVER	68.00	$1.68	$113.94
00-02-165	COVER PIN	28.00	$10.49	$293.78
00-02-167	HAND HOLE COVER	21.00	$52.15	$1,095.10
00-02-169	WIND NUT	5.00	$8.53	$42.67
00-02-171	EYE BOLT	5.00	$4.46	$22.32
00-02-180	MULTIPLE PULSE ASSY	0.00	$4,400.46	$0.00
00-02-243		0.00	$25.84	$0.00
00-02-999	BATTERY, 9 VOLT AKALINE EVERREADY OR EQUIV.	0.00	$1.11	$0.00
00-03-002	BATTERY, MOTOROLA RAPID CHARGE CADMIUM, 450MAH, 15 VOLTS	0.00	$54.81	$0.00
00-03-003	CIRCUIT BREAKER SPREADER CONTROL, SQUARE D CO	1.00	$190.27	$190.27
00-03-004	CIRCUIT BREAKER, WESTING HOUSE TYPE HFA/B MARK 75	2.00	$458.06	$916.11
00-03-005	CIRCUIT BREAKER, 15AMP	8.00	$12.21	$97.72
00-03-006	FILTER RETURN DUAL ELEMNET MFG GRESEN	9.00	$26.62	$239.60
00-03-007	CIRCUIT BREAKER 30 AMP	4.00	$15.35	$61.39
00-03-009	CIRCUIT BREAKER 40 AMP	2.00	$13.31	$26.62
00-03-011	CIRCUIT BREAKER, 15-20 AMP	1.00	$15.66	$15.66
00-03-012	CIRCUIT BREAKER, SQUARE D	0.00	$19.07	$0.00
00-03-013	FUSE, 60 AMP, CEFCO	20.00	$3.40	$67.96
00-03-014	T&B 525M TY-RAP	0.00	$0.08	$0.00
00-03-015	FUSE, 40 AMP, CEFCO	23.00	$3.40	$78.16
00-03-016	T&B 527M TY-RAP	0.00	$0.31	$0.00
00-03-017	FUSE, IHI BRAKE REC, GOULD INC FRS 3 2/10 600 VOLT	74.00	$4.70	$347.65
00-03-018	T&B 529 TY-RAP	0.00	$0.56	$0.00
00-03-019	FUSE, 10AMP, 600V, GOULD	51.00	$4.90	$249.98
00-03-021	FUSE, 15AMP, 600V, GOULD	45.00	$2.71	$121.91
00-03-023	FUSE, 20AMP, 600V, UND LAB INC	11.00	$2.71	$29.80
00-03-025	FUSE, 30AMP, 600V, UND LAB INC	42.00	$2.71	$113.79
00-03-027	FUSE, 50AMP, 250V, GOULD	29.00	$3.30	$95.82
00-03-029	FUSE, 5AMP, 250V, GOULD	25.00	$0.41	$10.18
00-03-031	FUSE, 10AMP, UND LAB INC	38.00	$0.63	$23.80
00-03-033	FUSE, 15AMP, 250V, GOULD	41.00	$2.00	$82.18
00-03-035	FUSE, 20AMP, 250, UND LAB INC	70.00	$2.00	$140.32
00-03-037	FUSE, 30AMP, 250V, UND LAB INC	10.00	$0.41	$4.07
00-03-038	GLASS FUSE 5 AMP 250V (FOR PACECO OUTPUT MODULE)	20.00	$0.22	$4.38
00-03-039	FUSE FOR SIMPSON METER, BUSSMAN	29.00	$0.53	$15.44
00-03-040	FUSES, 6LSS GLASS, 250V	0.00	$0.77	$0.00

Stock Number	Description	Units in Stock	Repurchase Value	Total
00-03-041	FUSE BLOCK, SINGLE, FOR LITTLE FUSE SCREW MOUNT	4.00	$1.22	$4.89
00-03-042	GLASO FUSE 20 AMP, 250V, MDA20	10.00	$1.06	$10.65
00-03-043	FUSE, BUSSMAN	8.00	$1.10	$8.77
00-03-045	FUSE, BUSSMAN	42.00	$1.75	$73.66
00-03-046	FUSES LPS 80,6000V CLASS K5	3.00	$30.54	$91.61
00-03-047	LITTLE FUSE 1.25AMP 250V 3221-25	18.00	$2.27	$40.87
00-03-049	FUSE, BUSSMAN	6.00	$39.79	$238.75
00-03-054	AERO LUBE WHITE GREASE SPRAY	0.00	$6.19	$0.00
00-03-055	CONTACT CLEANER, OZOTE 835	0.00	$6.26	$0.00
00-03-056	ELECTRIC SAFETY SOLVENT, NON PLASTIC CORROSIVE, 16 OZ. SPRAY CANS	2.00	$4.04	$8.08
00-03-057	ELECTRIC SAFETY SOLVENT NCN	0.00	$61.94	$0.00
00-03-059	GEAR-FILM, MIRANDY	0.00	$178.52	$0.00
00-03-065	SAFETY SOLVENT, OZITE 821-2, 20 OZ. SPRAY CANS	0.00	$4.78	$0.00
00-03-070	LIQUID STEAM	0.00	$414.99	$0.00
00-03-072	GENERAL PURPOSE CLEANER	0.00	$371.93	$0.00
00-03-081	FUSEKEG 300 TRON RECTIFIER	7.00	$36.02	$252.13
00-03-083	FUSE, BUSSMAN	0.00	$48.33	$0.00
00-03-085	FUSE, BUSSMAN	2.00	$31.24	$62.48
00-03-087	FUSE, 800 AMP, GOULD	9.00	$57.65	$518.85
00-03-089	MAIN DISCONNECT FUSE, GOULD	1.00	$211.41	$211.41
00-03-091	ITRON FUSE RECTIFIER, BUSSMAN	7.00	$48.31	$338.18
00-03-093	ITRON FUSE RECTIFIER, BUSSMAN	10.00	$47.12	$471.20
00-03-095	ITRON FUSE RECTIFIER, BUSSMAN KAC600	7.00	$53.40	$373.80
00-03-097	ONE TIME BUSS FUSE	7.00	$1.52	$10.63
00-03-099	CONTACT KIT	3.00	$17.19	$51.58
00-03-101	COILS HOIST OR RELAY	7.00	$28.19	$197.32
00-03-103	CONTACT KIT, FURNAS	12.00	$13.47	$161.61
00-03-105	PANEL METER, GE	3.00	$73.29	$219.87
00-03-107	PANEL METER, GE	3.00	$73.29	$219.87
00-03-109	PANEL METER, GE	7.00	$68.90	$482.33
00-03-111	INTERLOCK POLE, FURNAS	0.00	$11.23	$0.00
00-03-113	CONTACT KIT, FURNAS	12.00	$45.18	$542.15
00-03-114	FURNAS-MELTING ALLOY DOERLOAD RELAY	4.00	$53.24	$212.98
00-03-115	INTERLOCK, FURNAS	5.00	$28.72	$143.60
00-03-117	CONTACTS TROLLEY, BR. RELAY FURNAS	4.00	$269.35	$1,077.41
00-03-118	PRESSURE SWITCH	0.00	$72.04	$0.00
00-03-119	PART KIT, FURNOS - CROSS ARM	6.00	$31.95	$191.68
00-03-120	RELAY, FURNS, 3 POLE	19.00	$99.17	$1,884.32
00-03-121	COIL, FURNAS	4.00	$25.84	$103.36
00-03-124	RELAY (REPAIRED) 79Q53D1	0.00	$101.79	$0.00
00-03-126	JIC ENCLOSURE, FURNAS	1.00	$70.16	$70.16
00-03-127	JIC ENCLOSURE, FURNAS #140P34W AAFA-NEMA 4 STD. W/SEL. SW & INDICATOR LGT. RESET BUTT	5.00	$335.12	$1,675.62
00-03-128	UNIVERSAL BOARD ASSEMBLY P&H	2.00	$311.63	$623.27
00-03-129	CONTACT KIT, FURNAS	0.00	$37.43	$0.00
00-03-130	RELAY, ELECTRONIC P&H #100-E 5237-2	1.00	$524.61	$524.61
00-03-131	CONTACTOR, FURNAS	5.00	$69.91	$349.53
00-03-132	FURNAS MAGNETIC STARTER	2.00	$180.09	$360.18
00-03-133	COIL - HURRI-BRAKE	2.00	$46.98	$93.96
00-03-135	PUSH BUTTON, FURNAS	3.00	$9.58	$28.75
00-03-137	SELECTOR SWITCH, FURNAS	3.00	$13.14	$39.42
00-03-139	CONTACT BLOCK, FURNAS	9.00	$5.32	$47.92
00-03-141	PILOT LIGHT, FURNAS	3.00	$37.99	$113.97
00-03-143	CONTACT BOX, FURNAS	7.00	$16.24	$113.68

Stock Number	Description	Units in Stock	Repurchase Value	Total
00-03-145	SELECTOR SWITCH, FURNAS	1.00	$13.14	$13.14
00-03-147	PILOT LIGHT, FURNAS	3.00	$37.99	$113.97
00-03-149	LENS FOR PIOLT LIGHT, FURNAS	1.00	$3.32	$3.32
00-03-151	GROUND FAULT, FURNAS	1.00	$54.81	$54.81
00-03-155	SOLONOID VALVE / COIL ASSEMBLY FOR HURRICANE BRAKE VAC 306-3-115 VAC MODEL 720021C	6.00	$144.07	$864.43
00-03-157	OVERLOAD HEATER, HURRICANE BRAKE	13.00	$6.81	$88.56
00-03-159	PROXIMITY SENSORS, GOULD DENISON NJ 10-30 GMWS	0.00	$146.42	$0.00
00-03-160	CABLE TROLLEY, STEMMAN, W/HARDEN-ED 4" STEEL WHEELS AND CABLE CLAMPS	8.00	$767.34	$6,138.72
00-03-161	TOW ROPES, STEMMANN, 8MM DIA. STEEL CABLE, COMPLETE W/EYELETS	5.00	$133.11	$665.55
00-03-162	CABLE CLAMPS FOR CABLE TROLLEY, STEMMAN (ASSORTMENT OF #40,.#44,AND #36 CLAMPS)	100.00	$7.05	$704.70
00-03-163	PROXIMITY SENSORS, GOULD	0.00	$118.70	$0.00
00-03-165	BRONZE THRUST PLATE	9.00	$54.81	$493.29
00-03-167	BUSHING HOIST BRAKE	14.00	$122.15	$1,710.07
00-03-169	BUSHING POT ARM HOIST BRAKE	12.00	$87.70	$1,052.35
00-03-171	BUSHING POT ARM HOIST BRAKE	14.00	$75.17	$1,052.35
00-03-172	BRASS BUSHING 100 MM LONG 85 MM CD 70MM ID (FOR IHI TROLLEY GUIDE ROLLER ASSMY)	9.00	$51.36	$462.28
00-03-173	HOIST BRAKE FRICTION SPRING	3.00	$4.78	$14.33
00-03-174	BRASS WASHER 150 MM DIA X 15MM THICK	4.00	$46.75	$186.98
00-03-175	HOIST BRAKE FRICTION PLUG	14.00	$54.81	$767.34
00-03-176	BRASS WASHER 150MM DIA X10 MM THICK	4.00	$40.56	$162.24
00-03-177	BUSHING POT ARM TROLLEY BRAKE	26.00	$25.06	$651.46
00-03-179	BUSHING POT ARM TROLLEY BRAKE	14.00	$11.75	$164.43
00-03-181	BUSHING FOR TROLLEY BRAKE BASE	20.00	$21.14	$422.82
00-03-182	BUSHING TROLLY BRAKE TOP	23.00	$23.49	$540.27
00-03-183	TROLLEY SPRING ROD GUIDE	17.00	$36.33	$617.63
00-03-185	PDN TROLLEY BRAKE	26.00	$23.49	$610.74
00-03-186	PINS, FOR TROLLEY BRAKE ASSY 1/2 DIA & 1/2 LONG WIDTH COTTER PIN HOLE 1/8	10.00	$6.26	$62.64
00-03-187	BASE PIN TROLLEY BRAKE	14.00	$12.53	$175.39
00-03-189	TROLLEY BRAKE SPRING	3.00	$64.13	$192.38
00-03-191	TROLLEY FRICTION PLUG	8.00	$6.26	$50.11
00-03-193	TROLLEY BREAK FRICTION PLUG	13.00	$0.97	$12.62
00-03-195	PINS	4.00	$5.48	$21.92
00-03-197	NUT TROLLEY BRAKE	4.00	$28.19	$112.75
00-03-199	TROLLEY BRAKE SHOE PIN	27.00	$23.71	$640.15
00-03-201	EYE PIN, P & H	5.00	$0.23	$1.17
00-03-203	BUSHING FOR TRIM GEAR	3.00	$162.86	$488.59
00-03-204	BUSHING-FOR TRIM GEAR REDUCED SIZE, FABRICATED	7.00	$172.26	$1,205.82
00-03-205	PINS FOR SPREADER POSITIONER	0.00	$122.15	$0.00
00-03-207	TROLLEY BRAKE LINING	6.00	$45.18	$271.07
00-03-209	BOOM BRAKE LINING	4.00	$36.02	$144.07
00-03-211	GANTRY BRAKE SHOES	3.00	$46.75	$140.25
00-03-213	SPRING ROD	1.00	$260.43	$260.43
00-03-214	SCREW ROD/POWER CYLINDER SPX	1.00	$6,185.70	$6,185.70
00-03-215	HOIST BRAKE SPRING	2.00	$43.77	$87.54
00-03-217	HOIST BRAKE LINING	6.00	$335.12	$2,010.74
00-03-219	HEX NUT FOR HOIST BRAKE, P	3.00	$119.96	$359.87
00-03-221	PINS FOR SPRING ROD	12.00	$27.95	$335.44
00-03-223	TROLLEY BRAKE CLEVIS ROD	4.00	$145.64	$582.55
00-03-224	ADJUSTING CAD FOR TROLLEY	7.00	$31.32	$219.24
00-03-225	ADJUSTING CAM HOIST BRAKE	2.00	$107.74	$215.48
00-03-227	SPRING GUIDE	3.00	$38.19	$114.58
00-03-229	GANTRY BRAKE SPRING, HARNISCHFEGE	7.00	$18.13	$126.94
00-03-231	GANTRY BRAKE SPRING SPACER	2.00	$15.66	$31.32

Stock Number	Description	Units in Stock	Repurchase Value	Total
00-03-233	GANTRY BRAKE ARMATURE	5.00	$94.59	$472.93
00-03-235	GANTRY BRAKE INTERMEDIATE	3.00	$206.01	$618.02
00-03-241	CONTACT KEY FOR TROLLEY BR RELAY	13.00	$6.26	$81.43
00-03-243	INTERLOCK	2.00	$25.84	$51.68
00-03-245	INTERLOCK	6.00	$30.30	$181.81
00-03-247	INTERLOCK	13.00	$25.84	$335.91
00-03-249	BRIDGE RECTIFIER 7SZ33102	8.00	$187.92	$1,503.36
00-03-251	HOIST BOOM	4.00	$454.14	$1,816.56
00-03-255	BRAKE WHEEL	2.00	$4,666.68	$9,333.36
00-03-256	HOIT MOTOR BRAKE WHEEL TACH SIDE	2.00	$4,666.68	$9,333.36
00-03-300	BRAKE SHOE ASSEMBLIES, P&H	4.00	$1,616.11	$6,464.45
00-03-305	HUB GEAR FOR STEARNS BRAKE	0.00	$69.69	$0.00
00-03-321	BOLT, SPARE PARTS FOR IHI CONTAINER CRANE MFG. #CC3102799	89.00	$13.00	$1,156.80
00-03-322	BOLT, SPARE PARTS FOR IHI CONTAINER CRANE MFG. #CC3102803	92.00	$19.42	$1,786.49
00-03-324	BOLT, SPARE PARTS FOR IHI CONTAINER CRANE MFG. #CC3102804	88.00	$23.33	$2,053.34
00-04-001	BEARING MAIN HOIST REDUCTION, SKF	2.00	$583.98	$1,167.95
00-04-003	BEARING BOOM REDUCTION, SKF	3.00	$134.17	$402.52
00-04-005	BEARING GANTRY REDUCTION GEAR, SKF	4.00	$358.30	$1,433.20
00-04-007	BEARING MH REDUCTION GEAR, SKF	2.00	$173.11	$346.21
00-04-009	BEARING, CJ16033, SKF	4.00	$83.39	$333.56
00-04-011	BEARING HOIST ROPE SHEAVE CONSOLIDATED	3.00	$589.44	$1,768.33
00-04-012	BEARING #NJ213	5.00	$54.65	$273.27
00-04-013	BEARING TROLLEY REDUCTION CONSOLIDATED	1.00	$743.85	$743.85
00-04-015	BEARING SKF	16.00	$6.73	$107.74
00-04-017	BEARING MH BLOWER, BOWER NO. 20522	7.00	$6.42	$44.94
00-04-018	BEARING SKF 6017	1.00	$54.81	$54.81
00-04-019	BEARING SKF NO. 6209	4.00	$17.73	$70.91
00-04-020	BEARING SKF NO. 6019	3.00	$89.26	$267.79
00-04-021	BEARING SPREADER MOTOR, TRW NO. 30722	2.00	$23.18	$46.35
00-04-022	BALL BEARING, SKF BORE 378C, 002.8346. WIDTH.6693	0.00	$18.54	$0.00
00-04-023	BEARING SPREADER MOTOR, CONSOLIDATED NO. 62085	4.00	$14.16	$56.63
00-04-027	WIND INDICATOR, BOWER NO. 3855	5.00	$3.62	$18.09
00-04-033	BEARING, CYIW33 SKF NO. 22209	3.00	$70.60	$211.79
00-04-035	TROLLEY REDUCTION GEAR, BEARING, CONSOLIDATED, MFG. #N-213	20.00	$50.90	$1,017.90
00-04-037	BOOM REDUCTION GEAR, SKF NO. 6214	2.00	$112.38	$224.75
00-04-039	BEARING SKF 22219	2.00	$143.18	$286.36
00-04-040	BALL BEARING 12981-113 FOR TACHMETER MODEL, TH51-10-02-705)-12981-113	6.00	$40.72	$244.30
00-04-041	BEARING FOR CALE ROLLERS NO. 6208	4.00	$14.02	$56.06
00-04-043	BEARING SKF 16016	2.00	$48.61	$97.22
00-04-044	BEARING SKF 6314	1.00	$84.56	$84.56
00-04-045	SPREADER POSITIONER BEARING CONSOLIDATED NO. 30309	4.00	$31.32	$125.28
00-04-046	BEARING SKF 6022	2.00	$117.45	$234.90
00-04-047	BEARING GANTRY, SKF	1.00	$136.21	$136.21
00-04-049	BEARING GANTRY, SKF	1.00	$111.70	$111.70
00-04-051	BEARING TROLLEY REDUCTION, STEYR NO. 30217	11.00	$77.52	$852.69
00-04-053	BEARING, CONSOLIDATED #30313	6.00	$77.52	$465.10
00-04-054	KOYO BEARINGS #30313-D FOR TROLLEY REDUCTION GEAR BCX	14.00	$34.45	$482.33
00-04-055	BEARING, SKF #317	1.00	$123.54	$123.54
00-04-057	BEARING, (P) CONSOLIDATED #21306	3.00	$48.51	$145.54
00-04-059	BEARING, BOWER LM-67048	2.00	$5.92	$11.84
00-04-061	OUTER RACE, BOWER LN67010	2.00	$2.80	$5.61
00-04-063	TROLLEY MOTOR BEARING, NH 308	1.00	$20.33	$20.33
00-04-065	BEARING, NH	0.00	$20.36	$0.00

Stock Number	Description	Units in Stock	Repurchase Value	Total
00-04-067	TROLLEY MOTOR BEARING, NH 309	4.00	$20.36	$81.43
00-04-069	BOOM HOIST BEARING, NH 312	1.00	$14.52	$14.52
00-04-071	BEARING, FAFNIR 7306W?	2.00	$5.89	$11.78
00-04-075	BEARING, FAFNIR #211R	1.00	$11.73	$11.73
00-04-077	BEARING, FAFNIR #B541	2.00	$3.43	$6.86
00-04-078	BEARING, SEAL BEARING #77503	7.00	$5.64	$39.46
00-04-079	BEARING, DELCO #77503	1.00	$2.02	$2.02
00-04-080	BALL BEARING, P.A.T.D., USA SEAL MASTER #ER24	7.00	$34.50	$241.49
00-04-083	OIL SEAL, CONSOLIDATED	2.00	$26.62	$53.24
00-04-084	OIL SEAL 70 X 90 X 12	6.00	$13.70	$82.22
00-04-085	OIL SEAL, CONSOLIDATED	25.00	$16.33	$408.34
00-04-086	SURGE SUPRESSOR	12.00	$58.41	$700.94
00-04-087	OIL SEAL, STEFA	18.00	$6.34	$114.16
00-04-088	OIL SEAL MFG #80 X 100 X 10	6.00	$15.43	$92.55
00-04-089	OIL SEAL, STEFA	10.00	$17.30	$173.04
00-04-091	OIL SEAL, STEFA	5.00	$15.43	$77.13
00-04-095	OIL SEAL, CR	12.00	$6.66	$79.87
00-04-113	GRID, FALK	0.00	$19.73	$0.00
00-04-115	HUB, FALK	4.00	$42.28	$169.13
00-04-117	GRID, FALK	2.00	$9.40	$18.80
00-04-118	SEAL & GASKET KIT TYPE T-10 FOR FALK #30T10 COVER & GRID ASSEMBLY	19.00	$7.83	$148.77
00-04-119	PUMP COVER, FALK	0.00	$25.09	$0.00
00-04-121	COVER AND GRID ASSMY., FALK	4.00	$29.75	$119.02
00-04-123	GRID, FALK	4.00	$51.41	$205.65
00-04-125	HUB, FALK	2.00	$194.15	$388.31
00-04-127	STAR DISC, STEARNS	9.00	$67.34	$606.06
00-04-135	BRAKE RELEASE HANDLE FOR STEARNS BRAKES	0.00	$0.00	$0.00
00-04-273	SPREADER BOLTS	34.00	$20.04	$681.52
00-04-274	RPC SPREADER FLATWASHER 1 1/8 ZINC PLATED	0.00	$0.78	$0.00
00-04-275	1-1/8" HD STOP NUTS	42.00	$11.90	$499.87
00-04-277	COIL KIT STEARNS	0.00	$64.64	$0.00
00-04-342	SCREW M8X20-7984	14.00	$0.94	$13.15
00-04-343	BUSHING FOS173 270711	0.00	$1,800.90	$0.00
00-04-348	WORM WHEEL (FOR IHI TROLLEY REDUCTION GEARBOX) CC-3102834	2.00	$3,532.90	$7,065.79
00-04-349	GEAR COUPLING #CC-3102799	4.00	$344.52	$1,378.08
00-04-350	OIL DEAL FOR GEAR COUPLING #CC-3102799	46.00	$10.65	$489.84
00-05-001	TANDEM COLLECTOR MINUS BRUSH	5.00	$147.55	$737.74
00-05-005	OBERLAP AND CUTOUT COVERS	2.00	$15.00	$30.00
00-05-007	POWER FEED COVER	23.00	$31.32	$720.36
00-05-008	OVERLAP COVER 500 AMP PVC 19" DRAWING 15838-8 #16298	28.00	$48.55	$1,359.29
00-05-009	HIGH VOLTAGE INSULATOR	1.00	$27.41	$27.41
00-05-010	PART B COVER PVC CUT OUT RIGHT DRAWING 17755-6 #16774	24.00	$89.26	$2,142.29
00-05-011	FUSE SPRINGS	20.00	$0.47	$9.40
00-05-012	PART S COVER PVC CUT OUT LEFT DRAWING 17755-6	24.00	$89.26	$2,142.29
00-05-013	FUSE LINK, G&W	11.00	$1.72	$18.95
00-05-014	PICK UP GUIDE ASSMY PVC 700AMP MFG#16636	3.00	$1,537.81	$4,613.44
00-05-015	FUSE CARRIER, G&W	2.00	$173.98	$347.97
00-05-016	INSULATOR 7.5 KV HIGH VOLTAGE WITH 1/2-13 INSERTS #20117	24.00	$31.32	$751.68
00-05-017	MAIN DISCOUNT LOWER	6.00	$39.15	$234.90
00-05-019	MAIN DISCOUNT UPPER	8.00	$39.15	$313.20
00-05-021	YOKE ASSMY	38.00	$28.19	$1,071.14
00-05-025	EXPANSION GAP ASSMY	0.00	$150.34	$0.00
00-05-027	HV SHOE	3.00	$65.77	$197.32

Stock Number	Description	Units in Stock	Repurchase Value	Total
005-033	CABLE SUPPORT BRACKET	219.00	$18.79	$4,115.45
005-037	YOKE COLLAR POST	38.00	$28.19	$1,071.14
005-039	COLLECTOR SHAFT	0.00	$43.46	$0.00
005-041	TROLLEY ARMATURE	0.00	$6,780.78	$0.00
005-043	DC MOTOR, GE	0.00	$0.00	$0.00
005-045	HIGH VOLTAGE COLLECTOR	0.00	$820.27	$0.00
005-047	BEARING, FAG#22240	1.00	$761.08	$761.08
005-053	BEARING COVER, (P)	6.00	$278.75	$1,672.49
005-057	WIND ALARM METER, KOSHIN DENKI	2.00	$626.40	$1,252.80
005-059	HEATING ELEMENT	4.00	$12.21	$48.86
005-061	WARNING BELL	1.00	$60.29	$60.29
005-063	GANTRY SPLICE BOX	3.00	$70.70	$212.11
005-067	HIGH VOLTAGE COLLECTOR	0.00	$820.27	$0.00
005-069	BOX 70CA161408	1.00	$67.34	$67.34
005-071	BOX	1.00	$123.71	$123.71
005-073	SS IUNCTION BOX FOR SPREADER	2.00	$69.06	$138.12
005-075	MCKINSTRY BOX	1.00	$29.08	$29.08
005-077	SHUNT COIL	4.00	$700.00	$2,800.01
005-079	INTERPOLE COIL	8.00	$836.24	$6,689.95
005-081	FAN/BLOWER MOTOR, GE	4.00	$159.73	$638.93
005-082	FAN MOTOR, KOOLTRONIC W/ TERMINAL, 49-Z-203D1	0.00	$588.82	$0.00
005-083	FAN MOTOR, DOOLTRONIC W/O TERMINAL, 100H12818	4.00	$414.99	$1,659.96
005-090	AXILE FAN, DAYTON	1.00	$26.62	$26.62
005-092	FAN GUARD	0.00	$2.19	$0.00
005-093	FAN BLADE (4) 23 PITCH 12" DIA 1/2 SHAFT W/SET SCREW	3.00	$15.66	$46.98
005-094	CORD SET, FOR FAN	0.00	$1.06	$0.00
005-096	HEATER, MILK HOUSE STYLE	3.00	$51.55	$154.66
005-100	RECEIVING CRYSTALS, FREQUENCY 467.750 MHZ	0.00	$12.53	$0.00
005-105	RECEIVING CRYSTALS, FREQUENCY 4679800 MHZ	0.00	$12.53	$0.00
005-110	RECEIVING CRYSTALS, FREQUENCY 467.850 MHZ	0.00	$12.53	$0.00
005-115	RECEIVING CRYSTALS, FREQUENCY 467.900 MHZ	0.00	$12.53	$0.00
005-120	RECEIVING CRYSTALS, FREQUENCY 467.925 MHZ	0.00	$12.53	$0.00
005-125	RECEIVING CRYSTALS, FREQUENCY 468.200 MHZ	0.00	$20.36	$0.00
005-130	TRANSMITTING CRYSTALS STANDARD RADIO, (SET OF 6) VARIOUS FREQUENCIES.	6.00	$46.20	$277.18
006-001	RED GLOBE, ST REGIS	7.00	$46.20	$323.38
006-003	GREEN GLOBE, ST REGIS	3.00	$21.28	$63.85
006-007	VAPOR GUARD, CROUSE-HINDS	5.00	$9.51	$47.53
006-009	LIGHTING FIXTURE GLOBE, CROUSE HINDS	1.00	$19,070.75	$19,070.75
006-011	DC MOTOR, P&H	1.00	$141.88	$141.88
006-013	LIGHT SHIELD, HOLOPHANE	2.00	$375.84	$751.68
006-015	CAB WORK LIGHT, WESTINGHOUSE	0.00	$391.50	$0.00
006-016	BALLUST, WIDE LITE AUTO TRANSFORMER 1000 WATT	0.00	$71.86	$0.00
006-017	HIGH INTENSITY LAMP, GE	1.00	$32.89	$32.89
006-018	LAMP REFLECTOR, WIDE LIGHT	-2.00	$85.80	($171.60)
006-019	WORK LITE LEG MERC. VAPOR WESTINGHOUSE	3.00	$99.17	$297.52
006-020	LAME METAL HOLIDE WESTINGHOUSE	7.00	$16.11	$112.80
006-021	LIGHT GUARD, APPLETON	2.00	$95.45	$190.90
006-023	LIGHT FIXTURE, PAULUHN	0.00	$10.02	$0.00
006-024	LIGHT SOCKET, PAULUHN CAT#428 600 VOLTS	2.00	$48.55	$97.09
006-025	LIGHT SOCKET, HOLOPHANE	9.00	$9.24	$83.15
006-026	LAMP SOCKET 80-11 WITH LAMP S-RIP	2.00	$18.79	$37.58
006-029	SWIVEL MOUNT, GOOSENECK 359647207	4.00	$150.00	$600.00
006-032	CROUSE HINDS OBSTRUCTION LIGHT TYPE EOL, RED			

Stock Number	Description	Units in Stock	Repurchase Value	Total
600-06-033	S RING & ROD ASSMY, HOLOPHANE	9.00	$103.36	$930.20
600-06-034	RO-5STEEL RODS WITH ELASTIC STOP NUTS	6.00	$6.50	$38.99
600-06-17	POWER PACK, AM	10.00	$152.69	$1,526.85
600-06-043	MINI BULBS, GE	24.00	$0.49	$11.65
600-06-045	120 V LAMP, GE	8.00	$0.92	$7.39
600-06-047	120 V LAMP, GE	2.00	$1.57	$3.13
600-06-051	MINI BULBS, GE	14.00	$1.80	$25.21
600-06-053	MINI BULBS, GE.	26.00	$1.80	$46.82
600-06-054	A-21 LIGHT BULB, MED BASE, INSIDE FROSTED, 120 V	0.00	$1.47	$0.00
600-06-055	ALUM. BOXES WATERTIGHT OCEANIC 6 7/8 X 4X3 5/8 (10 WIRE CONNECTION)	12.00	$97.67	$1,172.06
600-06-056	FLOURESCENT LAMP, GE	0.00	$2.32	$0.00
600-06-057	SCREEN CLAMP ASSMY	0.00	$85.75	$0.00
600-06-058	MCKINSTRY WATER TIGHT ENCLOSURE W/BASE PLATE AND TERMINAL	12.00	$155.03	$1,860.41
600-06-059	GANTRY WARNING, TRIPP LIGHT	1.00	$172.26	$172.26
600-06-060	LAMP, GE AIRPORT REPLACEMENT 620W, 130 V	51.00	$21.89	$1,912.50
600-06-061	LAMP, MERCUREY VAPOR GE 1000 WATTS BT55 CODE 96	7.00	$67.28	$470.93
600-06-065	REPLACEMENT BULBS FOR TRIP LIGHT	5.00	$31.32	$156.60
600-06-070	FLASHING BEACON	0.00	$2,179.87	$0.00
600-06-071	TOP LENS	0.00	$211.41	$0.00
600-06-072	UPPER LENS	0.00	$493.29	$0.00
600-06-073	UPPER HINGE RING	1.00	$72.82	$72.82
600-06-074	UPPER Z RING	1.00	$44.63	$44.63
600-06-075	MILLEMETER, SIMPSON MODEL 260 SERIES 7P	0.00	$305.37	$0.00
600-06-076	RECEPTICLES FOR AIRCRAFT WARNING LIGHT	3.00	$44.63	$133.89
600-06-099	GROUND FAULT RECEPTACLES 20AMP 125M FEEDTHRU GF52-42	0.00	$21.92	$0.00
600-06-100	BOX, 1/2" ALUM. WEATHER PROOF EAGLE	0.00	$4.40	$0.00
600-06-102	BOX, 3/4" ALUM. WEATHERPROOFEAGLE	0.00	$5.31	$0.00
600-06-103	BLANK WEATHERPROOF COVER FOR 600-06-100	0.00	$0.89	$0.00
600-06-104	PLATE, WEATHER PROOF EAGLE	0.00	$3.26	$0.00
600-06-106	PLATE, WEATHER PROOF EAGLE	0.00	$3.30	$0.00
600-06-108	SWITCHES, PLATES, WEATHER PROOF EAGLE	0.00	$4.45	$0.00
600-06-110	SWITCHES, PLATES WEATHER PROOF EAGLE	0.00	$5.28	$0.00
600-06-111	COVERS-EATHERPROOF TOP VERTICAL HINGED FOR GROUND FAULT RECEPTICLES	0.00	$14.85	$0.00
600-06-112	SWITCH, HD QUIET, 15 AMP/120V	0.00	$5.81	$0.00
600-06-114	RECEPTACLE OUTLET BOX, PLASTIC 4" W/LEADS	0.00	$2.11	$0.00
600-06-115	DUPLEX GROUNDING RECEPTACLE 20 AMP, 125V	0.00	$3.12	$0.00
600-06-116	WIRE CONNECTOR, BAKELITE ORANGE	120.00	$0.06	$7.51
600-06-118	WIRE CONNECTOR, BAKELITE YELLOW	150.00	$0.06	$9.39
600-07-004	FLATWASHER, #12 PLATED	0.00	$0.02	$0.00
600-07-006	LOCKWASHER, #10	0.00	$0.03	$0.00
600-07-008	FLATWASHER, #12 PLATED	0.00	$0.02	$0.00
600-07-010	ELECTRICAL TAPE, VINYL PLASTIC SCOTCH 33T, 3/4 INCH X 66FT	39.00	$2.62	$101.99
600-07-012	SCOTCH #232" X 30 ELECTRICAL SPLICING TAPE	10.00	$11.96	$119.64
600-07-013	ELECTRICAL TAPE, 2", SCOTCH 88	10.00	$16.62	$166.15
600-07-014	1 1/2 X 44 ELECTRICAL TAPE SCOTCH	1.00	$3.41	$3.41
600-07-016	TEFLOW TAPE 1/2 W X 520	10.00	$3.13	$31.32
600-07-017	INSULTAPE, HT SHRINKAGE .750	0.00	$1.72	$0.00
600-07-030	1/2 CAD PLATE FLAT WASHER	0.00	$0.05	$0.00
600-07-032	HEX HD. BOLT PLATED USS 5.16 - 18X1 1/4	0.00	$0.03	$0.00
600-07-034	HEX HEAD BOLT PLATED USS 3/8 - 16X1	0.00	$0.05	$0.00
600-07-035	GREASE HCSE, 1/20"	0.00	$0.05	$0.00
600-07-036	HES HEAD BOLT PLATED USS 3/8-16X1 1/4	0.00	$0.06	$0.00
600-07-038	HEX HEAD BOLT PLATED USS 3/8-16X3/4	0.00	$0.05	$0.00

Stock Number	Description	Units in Stock	Repurchase Value	Total
00-07-040	GREASE, MOLUB ALLOY, IMPERIAL TUBES, (5C PER CASE)	18.00	$4.49	$80.90
00-07-041	GREASE MOLUB ALLOY IMPERIAL, 125 LB KEGS	0.00	$485.46	$0.00
00-07-042	GREASE MOLUB ALLOY #99 (55 GAL. DRUM)	0.00	$1,280.28	$0.00
00-07-043	GREASE MOLUB ALLOY IMPERIAL OIL AND GREASE CHARGE 5 GAL PAIL	0.00	$8.22	$0.00
00-07-044	LIQUID WRENCH-PENETRATING OIL	0.00	$2.88	$0.00
00-07-045	GREASE MOLUB ALLOY IMPERIAL OIL AND GREASE	130.00	$4.65	$604.63
00-07-046	PENETRATING OIL, OZITE 818 16OZ. SPRAY CANS	0.00	$3.27	$0.00
00-07-047	OPEN GEAR COMPOUND IMPERIAL OIL AND GREASE	0.00	$88.13	$0.00
00-07-048	MOLOBALLCY #958 OPEN GEAR COMPOUND (5 GAL. PAILS 40 LBS)	7.00	$157.85	$1,104.97
00-07-049	OPEAN GEAR 936	52.00	$2.13	$110.75
00-07-050	TRANSFORMER OIL, SHELL DILA X FOR CUT-OUT SWITCHES 15 GAL. MIN	4.00	$55.00	$220.00
00-07-051	909LT WIRE ROPE LUBE IMPERIAL OIL AND GREASE	10.00	$130.76	$1,307.61
00-07-052	MOLUBALLOY #909 HEAVY WIRE ROPE LUBE OIL (5 GALLON PAIL 37 LBS)	9.00	$130.95	$1,178.54
00-07-054	DRIP PROOF GREASE (ROCHEM) 5 GALLON PAILS (CHARGE OUT PER PAIL - 1 EACH)	24.00	$90.00	$2,160.00
00-07-056	MULTIPURPOSE GREASE TYPE EP#2	50.00	$2.35	$117.45
00-07-058	HEAT SHRINK COMPOUND, DOW CORNING 14 OZ. TUBES	4.00	$41.59	$166.37
00-07-061	RESOURCES HURRICANE BRAKE	0.00	$140.94	$0.00
00-07-063	HOSE ASSMY. HURRICANE BRAKE	0.00	$49.33	$0.00
00-07-064	CYLINDER, 0-25 TONS WITH CR 400 COUPLER	0.00	$341.78	$0.00
00-07-065	HYDRAULIC CYLINDER	4.00	$209.84	$839.38
00-07-067	SERRATED WEDGES	0.00	$342.17	$0.00
00-07-070	CLAMPS, WIRE FOR MAIN HOIST AT SPREADER POSITIONING DEVICE, FOR R/H LACEY ROPE	7.00	$305.37	$2,137.59
00-07-071	BR WIRE ROPE, BELL RAY	3.00	$58.10	$174.30
00-07-072	CLAMPS, WIRE FOR MAIN HOIST AT SPREADER POSITIONING DEVICE FOR L/H LACY ROPE	0.00	$360.18	$0.00
00-07-080	10/32 NUT CAD PLATE	0.00	$0.02	$0.00
00-07-081	COPPER RIVET, FLAT HEAD, 1/4" DIA X 1" LONG	0.00	$17.70	$0.00
00-07-082	10-32 NUT, BRASS	0.00	$0.05	$0.00
00-07-083	8-32 STL. PLATED NUTS	0.00	$0.05	$0.00
00-07-084	6-32 NUTS, BRASS	0.00	$0.03	$0.00
00-07-085	6-32 STL. PLATED NUTS, 3/4"	0.00	$0.02	$0.00
00-07-086	6/32 NUT CAD PLATE	0.00	$0.05	$0.00
00-07-087	8-32 STL PLATED MACHINE SCREW 1/4"	0.00	$0.03	$0.00
00-07-088	12-24 NUTS, BRASS	0.00	$0.09	$0.00
00-07-089	1/4" LOCK WASHER, PLATED	0.00	$0.01	$0.00
00-07-090	LOCK WASHERS CAD PLATED 5/16	0.00	$0.02	$0.00
00-07-091	1/4" - 20 NUTS PLATED	0.00	$0.02	$0.00
00-07-092	LOCK WASHERS CAD PLATED 3/8	0.00	$0.02	$0.00
00-07-093	1/2" -20X3-1/2" PLATED BOLTS	0.00	$0.27	$0.00
00-07-094	LOCK WASHERS CAD PLATE 7/16	0.00	$0.02	$0.00
00-07-095	3/4" - 2C NUTS, PLATED	0.00	$0.16	$0.00
00-07-096	LOCK WASHERS CAD PLATED 1/2	0.00	$0.02	$0.00
00-07-097	3/4"-16X3-1/2" PLATED BOLTS	0.00	$0.70	$0.00
00-07-098	LOCK WASHERS CAD PLATED 5/8	0.00	$0.03	$0.00
00-07-099	3/4"-16X2" PLATED BOLTS	0.00	$0.45	$0.00
00-07-101	5/8"-18X2" PLATED BOLTS	0.00	$0.28	$0.00
00-07-102	HEX HD BOLT PLATED USS 1/4X20X1/2	0.00	$0.03	$0.00
00-07-103	HEX HD BOLT PLATED USS 1/4X20X3/4	0.00	$0.03	$0.00
00-07-104	HEX HD BOLT PLATED USS 1/4X20X1	0.00	$0.03	$0.00
00-07-105	HEX HD BOLT, PLATED 1/4 X 2 1/2	0.00	$0.07	$0.00
00-07-106	HEX HD BOLT, PLATED 5/16 X 1/2	0.00	$0.03	$0.00
00-07-107	HEX HD BOLT, PLATED 5/16 X 1	0.00	$0.04	$0.00
00-07-108	HEX HD BOLT, PLATED 5/16 X 1 1/2	0.00	$0.05	$0.00
00-07-109	HEX HD BOLT, PLATED 5/16 X 1 3/4	0.00	$0.06	$0.00

Stock Number	Description	Units in Stock	Repurchase Value	Total
00-07-110	1/2"X2 -1/4" USS PLATED CAP SCREW	0.00	$0.27	$0.00
00-07-111	7/16X2 - 1/4" USS PLATED CAP SCREW	0.00	$0.13	$0.00
00-07-112	HEX HD BOLT PLATED 5/16 X 2	0.00	$0.08	$0.00
00-07-113	HEX HD BOLT PLATED 5/16 X 2 1/2	0.00	$0.11	$0.00
00-07-114	HEX HD BOLT PLATED 5/16 X 2 1/2	0.00	$0.06	$0.00
00-07-115	HEX HD BOLT PLATED 3/8 X 2 1/2	0.00	$0.05	$0.00
00-07-116	HEX HD BOLT PLATED 3/8 X 1/2	0.00	$0.07	$0.00
00-07-117	HEX HD BOLT PLATED 3/8 X 1 3/4	0.00	$0.08	$0.00
00-07-118	HEX HD BOLT PLATED 3/8 X 2 1/4	0.00	$0.14	$0.00
00-07-119	HEX HD BOLT PLATED 3/8 X 2 1/2	0.00	$0.11	$0.00
00-07-120	HEX HD BOLT PLATED 76 X 3/4	0.00	$0.08	$0.00
00-07-121	HEX HD BOLT PLATED 7/16 X 1	0.00	$0.10	$0.00
00-07-122	HEX HD BOLT PLATED USS 7/16 X 1 1/4	0.00	$0.09	$0.00
00-07-123	HEX HD BOLT PLATED 7/16 X 1 1/2	0.00	$0.12	$0.00
00-07-124	HEX HD BOLT PLATED 7/16 X 2	0.00	$0.15	$0.00
00-07-125	HEX HD BOLT PLATED 7/16 X 1 3/4	0.00	$0.12	$0.00
00-07-126	HEX HD BOLT PLATED 7/16 X 2 1/4	0.00	$0.20	$0.00
00-07-127	HEX HD BOLT PLATED 5/8 X 1 1/2	0.00	$0.23	$0.00
00-07-128	HEX HD BOLT PLATED 5/8 X 2 1/2	0.00	$0.36	$0.00
00-07-129	HEX HD BOLT PLATED 5/8 X 3 1/2	0.00	$0.50	$0.00
00-07-130	HEX HD BOLT PLATED 3/4 X 3	0.00	$0.69	$0.00
00-07-131	HEX HD BOLT PLATED 3/4 X 4	0.00	$0.86	$0.00
00-07-132	HEX HD BOLT PLATED 3/4 X 3 1/2	0.00	$0.78	$0.00
00-07-133	1/4-20 X 3/4 MACHINE SCREW BRASS PLATE	0.00	$0.02	$0.00
00-07-134	1/4-20 X 1 MACHINE SCREW CAD PLATE	0.00	$0.03	$0.00
00-07-135	1/4-20 X 1 1/4 MACHINE SCREW CAD PLATE	0.00	$0.03	$0.00
00-07-136	6/32 X 1/2 MACHINE SCREW BRASS	0.00	$0.02	$0.00
00-07-137	6/32 X 3/4 MACHINE SCREW BRASS	0.00	$0.03	$0.00
00-07-138	6/32 X 1 MACHINE SCREW BRASS	0.00	$0.03	$0.00
00-07-139	6/32 X 1 1/2 MACHINE SCREW BRASS	0.00	$0.07	$0.00
00-07-140	MACHINE SCREW PLATED, 10-24 X 1 1/4" LONG	0.00	$0.02	$0.00
00-07-141	10 X 24 X 1/2 MACHINE SCREW PLATED	0.00	$0.03	$0.00
00-07-142	MACHINE SCREW PLATED, 10 - 24 X 1 1/2 "LG	0.00	$0.02	$0.00
00-07-143	10/24 X 1/2 MACHINE SCREW BRASS	0.00	$0.05	$0.00
00-07-144	MACHINE SCREW, PLATED 10-24 X 2" LG	0.00	$0.03	$0.00
00-07-145	10/24 X 3/4 MACHINE SCREW BRASS	0.00	$0.06	$0.00
00-07-146	10/24 X 1 MACHINE SCREW CAD PLATE	0.00	$0.03	$0.00
00-07-147	10/24 X 1 MACHINE SCREW BRASS	0.00	$0.08	$0.00
00-07-148	4 10/24 X 1 1/4 MACHINE SCREW BRASS	0.00	$0.08	$0.00
00-07-149	2 10/24 X 1 1/2 MACHINE SCREW BRASS	0.00	$0.09	$0.00
00-07-150	MACHINE SCREW, PLATED 8-32 X 3/8" LG	0.00	$0.02	$0.00
00-07-151	8/32 X 1/2 MACHINE SCREW BRASS PLATE	0.00	$0.03	$0.00
00-07-152	8/32 X 3/4 MACHINE SCREW BRASS	0.00	$0.05	$0.00
00-07-153	8/32 X 1 MACHINE SCREW BRASS	0.00	$0.06	$0.00
00-07-154	8/32 X 1 1/4 MACHINE SCREW CAD PLATE	0.00	$0.02	$0.00
00-07-155	8/32 X 1 1/2 MACHINE SCREW BRASS	0.00	$0.09	$0.00
00-07-160	MACHINE SCREW, BRASS 8 - 32 X 1/2 LONG	0.00	$0.03	$0.00
00-07-161	10/24 NUT CAD PLATE	0.00	$0.02	$0.00
00-07-162	10/24 NUT BRASS	0.00	$0.05	$0.00
00-07-170	MACHINE SCREW, PLATED 10-32 X 1/2 LONG	0.00	$0.03	$0.00
00-07-171	10 / 32 X 1/2 MACHINE SCREW BRASS	0.00	$0.05	$0.00
00-07-172	MACHINE SCREW, PLATED 10 - 32 X 1/4" LG	0.00	$0.02	$0.00
00-07-174	MACHINE SCREW, PLATED 10 - 32 X 3/4" LG	0.00	$0.05	$0.00

Stock Number	Description	Units in Stock	Repurchase Value	Total
00-07-175	10/32 X 3/4 MACHINE SCREW BRASS	0.00	$0.06	$0.00
00-07-176	MACHINE SCREW, PLATED 10-32 X 1 1/4" LG	0.00	$0.02	$0.00
00-07-180	MACHINE SCREW PLATED 10-32 X 1" LONG	0.00	$0.03	$0.00
00-07-181	10/32 X 1 MACHINE SCREW BRASS	0.00	$0.09	$0.00
00-07-182	4 10/32 X 1 1/4 MACHINE SCREW BRASS	0.00	$0.08	$0.00
00-07-183	2 10/32 X 1 1/2MACHINE SCREW BRASS	0.00	$0.09	$0.00
00-07-189		0.00	$0.06	$0.00
00-07-195	PLATED / HEX HD 5/8 X 4"	0.00	$0.50	$0.00
00-07-196	PLATED / HEX HD 3/8 X 1/2"	0.00	$0.03	$0.00
00-07-197	HEX HD BOLT, PLATED 5/8 X 4	0.00	$0.56	$0.00
00-07-200	CAD PLATE HEX 1/2 X 3 1/2	0.00	$0.28	$0.00
00-07-202	CLEVIS PINS, UNIVERSAL 7/16 INCH BY 2 INCHES LG	0.00	$1.49	$0.00
00-07-203	2 LG SOCKET HEAD, CAP SCREW, STEEL	0.00	$1.49	$0.00
00-07-204	SOCKET HEAD, CAP SCREW, STEEL	0.00	$1.60	$0.00
00-07-205	CAD PLATE / HEX HD 5/8 X 2"	0.00	$0.30	$0.00
00-07-206	CAP SCREW HEX HEAD 5/16 X 3/4	0.00	$0.03	$0.00
00-07-207	CAP SCREW 3/8 X 1	0.00	$0.05	$0.00
00-07-208	CAP SCREW HEX HEAD 3/8 X 2"	0.00	$0.92	$0.00
00-07-209	CAP SCREW HEX HEAD 5/8 X 1 1/34	0.00	$0.27	$0.00
00-07-210	CAD PLATE HEX HEAD 3/4 X 2"	0.00	$0.50	$0.00
00-07-211	3 1/2 LG SOCKET HEAD, CAP SCREW, STEEL	0.00	$0.67	$0.00
00-07-212	HEX HEAD CAP SCREW FULL THREAD, BRASS	0.00	$0.69	$0.00
00-07-213	1/2 - 13 X 2 1/4 SOCKET HEAD CAP SCREW	0.00	$0.44	$0.00
00-07-215		0.00	$0.70	$0.00
00-07-220	CAD PLATE / HEX HD 3/4 X 2 1/2"	0.00	$0.61	$0.00
00-07-221	HEX HD BOLT CAD PLT 1/2 X 4	0.00	$0.33	$0.00
00-07-222	HEX HD BOLT CAD PLT 1/2 X 4 1/2	0.00	$0.41	$0.00
00-07-223	HEX HD BOLT CAD PLT 5/8 X 4 1/2	0.00	$0.60	$0.00
00-07-225	HEX HD BOLT PLATED USS 1/2 - 13 X 3/4	0.00	$0.09	$0.00
00-07-228	HEX HD BOLT PLATED USS 1/4 X20 X 1 1/4	0.00	$0.03	$0.00
00-07-300	CAD PLATED 5/8" - 11 USS NUT	0.00	$0.11	$0.00
00-07-303	PLATED 1/2 " - 13	0.00	$0.05	$0.00
00-07-305	CAD PLATE 3/4" - 10	0.00	$0.16	$0.00
00-07-310	CAD PLATE 7/8"	0.00	$0.31	$0.00
00-07-315	CAD PLATE 1-1/8"	0.00	$0.66	$0.00
00-07-320	CAD PLATE 1/4" - 20	0.00	$0.02	$0.00
00-07-321	NUTS CAD PLAT 5/16 - 18	0.00	$0.02	$0.00
00-07-322	NUTS CAD PLAT 3/8 - 16	0.00	$0.03	$0.00
00-07-323	NUTS CAD PLAT 7/16 - 14	0.00	$0.04	$0.00
00-07-324	STOP NUT CAD PLAT 1/4 - 20	0.00	$0.09	$0.00
00-07-325	STOP NUT CAD PLAT 5/16-18	0.00	$0.08	$0.00
00-07-326	STOP NUT CAD PLAT 3/8	0.00	$0.16	$0.00
00-07-327	STOP NUT CAD PLAT 7/16	0.00	$0.20	$0.00
00-07-328	STOP NUT CAD PLAT 1/2	0.00	$0.33	$0.00
00-07-329	STOP NUT CAD PLAT 5/8	0.00	$0.56	$0.00
00-07-333	HEX NUT CAD PLAT 1/2	0.00	$0.06	$0.00
00-07-350	NUT PLATED 1/2	0.00	$0.05	$0.00
00-07-360	NUT PLATED 5/8	0.00	$0.09	$0.00
00-07-370	PLATED 1/4 - 20	0.00	$0.02	$0.00
00-07-382	NUT	0.00	$0.02	$0.00
00-07-384	NUT	0.00	$0.02	$0.00
00-07-386	NUT	0.00	$0.02	$0.00
00-07-387	NUT STAINLESS STEEL, FABRICATE 4" OD	0.00	$195.75	$0.00

Stock Number	Description	Units in Stock	Repurchase Value	Total
00-07-400	CAD PLATE 1/4"	0.00	$0.02	$0.00
00-07-401	FLATWASHER 5/16 USS PLATED	0.00	$0.02	$0.00
00-07-402	FLATWASHER 3/8	0.00	$0.02	$0.00
00-07-403	FLATWASHER 7/16	0.00	$0.02	$0.00
00-07-410	CAD PLATE 1 1/8"	0.00	$0.31	$0.00
00-07-411	#6 FLAT WASHER CAD PLATES	0.00	$0.02	$0.00
00-07-412	#8 FLAT WASHER CAD PLATE	0.00	$0.02	$0.00
00-07-413	#8 FLAT WASHER BRASS	0.00	$0.03	$0.00
00-07-420	LOCKWASHER	0.00	$0.02	$0.00
00-07-430	FLATWASHER	0.00	$0.04	$0.00
00-07-435	FLATWASHER	0.00	$0.08	$0.00
00-07-500	PINS, COTTON 1/4 X 1LG	0.00	$0.03	$0.00
00-08-003	ERICKSON COUPLING 3/4"	58.00	$2.11	$122.62
00-08-005	ERICKSON COUPLING 1".	0.00	$3.99	$0.00
00-08-007	ERICKSON COUPLING 1"	50.00	$3.99	$199.67
00-08-009	ERICKSON COUPLING 1-1/4"	7.00	$7.28	$50.97
00-08-013	FEMALE THREADED LIQUID TITE 3/4"	0.00	$3.40	$0.00
00-08-014	1/2 LIQUD TITE COMBINATION COUPLING FEMALE THREADED, CONDUIT LIQUID TITE	8.00	$3.48	$27.81
00-08-015	1" LIQUID TITE COMBINATION COUPLING FEMALE THREADED, CONDUIT TO LIQUID TITE	8.00	$6.45	$51.62
00-08-016	1 1/4 LIQUID TITE COMBINATION COUPLING FEMALE THREADED, CONDUIT TO LIQUID TITE	18.00	$10.93	$196.75
00-08-017	BULLET HUB CONNECTOR, 3/4" LIQUID TITE	33.00	$4.75	$156.59
00-08-018	1" BULLETY HUB CONNECTOR GOULD EFCO	10.00	$6.98	$69.84
00-08-019	BULLET HUB CONNECTOR 1-1/4" LIQUID TITE	15.00	$7.19	$107.82
00-08-020	BULLET HUB CONN 1/2" INSUL TMB BRAND	0.00	$4.67	$0.00
00-08-021	BULLET HUB CONNECTOR 2" LIQUID TITE	1.00	$11.29	$11.29
00-08-023	1/2" STRAIGHT LIQUID TITE #1150	20.00	$2.27	$45.41
00-08-025	1/2" 45 DEGREE LIQUID TITE	60.00	$2.98	$178.52
00-08-027	1/4" 90 DEGREE LIQUID TITE	21.00	$3.43	$72.02
00-08-029	3/4" STRAIGHT LIQUID TITE	20.00	$2.58	$51.68
00-08-031	3/4" 45 DEGREE LIQUID TITE	32.00	$4.54	$145.32
00-08-033	3/4" 90 DEGREE LIQUID TITE	5.00	$5.39	$26.94
00-08-034	LIQUID TITE FLEXIBLE CONDUIT 1 1/4	10.00	$3.10	$31.01
00-08-035	1" STRAIGHT LIQUID TITE	20.00	$4.78	$95.53
00-08-037	1" 90 DEGREE LIQUID TITE	9.00	$5.17	$46.51
00-08-039	1-1/4" STRAIGHT LIQUID TITE	15.00	$7.80	$116.98
00-08-041	1-1/4" 90 DEGREE LIQUID TITE	24.00	$13.26	$318.34
00-08-043	EFCOR ELECTRICAL PRODUCTS GOULD	0.00	$3.09	$0.00
00-08-045	1/2" STRAIGHT BROWN STRAIN RELIEF	1.00	$2.91	$2.91
00-08-046	1/2" STRAIGHT BLUE STRAIN RELIEF	24.00	$2.52	$60.51
00-08-047	1/2" 45 DEGREE BLUE STRAIN RELIEF	38.00	$2.52	$95.81
00-08-049	1/2" 90 DEGREE BROWN STRAIN RELIEF	27.00	$2.90	$78.22
00-08-050	1/2" 90 DEGREE BLUE STRAIN RELIEF	14.00	$4.45	$62.26
00-08-051	1/2" STRAIGHT GREEN, GOULD	85.00	$2.91	$247.59
00-08-053	1/2"45 DEGREE GREEN, GOULD	9.00	$4.45	$40.03
00-08-055	3/4 "45 DEGREE BROWN, GOULD	9.00	$3.27	$29.46
00-08-057	3/4"45 DEGREE GREEN, GOULD	14.00	$5.79	$81.12
00-08-059	3/4" STRAIGHT BROWN, GOULD	80.00	$3.23	$258.08
00-08-061	3/4"90 DEGREE BROWN, GOULD	20.00	$5.79	$115.88
00-08-063	ERICKSON COUPLING 2-1/2	12.00	$26.62	$319.46
00-08-067	ERICKSON COUPLING 2-	19.00	$18.64	$354.07
00-08-069	ERICKSON COUPLING 2	0.00	$67.34	$0.00
00-08-071	ERICKSON CONDUIT COUPLING 2"	0.00	$0.19	$0.00
00-08-073	ERICKSON TW COUPLING 1/2"	6.00	$1.47	$8.83

Stock Number	Description	Units in Stock	Repurchase Value	Total
0-08-074	3/4 THIN WALL ELECTRICAL METAL TUBING COUPLINGS	14.00	$2.07	$28.94
0-08-075	REDUCING WASHER 3/4 - 1/2" ERICKSON	0.00	$0.08	$0.00
0-08-077	REDUCING WASHER 1 - 1/2" ERICKSON	180.00	$0.16	$28.19
0-08-079	SEALING RINGS 1/2" ERICKSON	0.00	$0.08	$0.00
0-08-081	GROUNDING LOCKNUT, 1/2" ERICKSON	39.00	$0.09	$3.54
0-08-082	FITTING LOCK NUT GOULD	42.00	$0.11	$4.60
0-08-083	GROUNDING LOCKNUT, 3/4" ERICKSON	10.00	$0.31	$3.13
0-08-084	FITTING LOCK NUT GOULD	60.00	$0.20	$12.22
0-08-085	ASSORTED LOCKNUTS	25.00	$0.39	$9.79
0-08-087	PLUGS, 1-1/4" GALV	4.00	$0.61	$2.44
0-08-089	REDUCING BUSHING, 1-1/4 - 1" ERICKSON	0.00	$0.63	$0.00
0-08-091	COUPLING, 1" GALV ERICKSON	11.00	$0.63	$6.89
0-08-093	COUPLINGS, ERICKSON	0.00	$0.39	$0.00
0-08-094	1/2 THIN WALL ELECTRICAL METAL TUBING	0.00	$0.36	$0.00
0-08-096	3/4 THIN WALL ELECTRICAL METAL TUBING	0.00	$0.47	$0.00
0-08-097	STRAPS, 1/2" TW EMT, ERICKSON	0.00	$0.20	$0.00
0-08-099	STRAPS, 1/2" HW CONDUIT, ERICKSON	58.00	$0.33	$19.08
0-08-101	STRAPS, 3/4" TW EMT, ERICKSON	0.00	$0.19	$0.00
0-08-103	KINDORF STRAP, 3/4"	0.00	$1.02	$0.00
0-08-105	KINDORF STRAP 1"	0.00	$1.10	$0.00
0-08-106	KINDORF STRAP; C-105, 1-1/4" X 1-5/8"	41.00	$1.52	$62.28
0-08-107	KINDORF STRAP, 2"	52.00	$1.52	$78.99
0-08-109	STRAPS, 22MM	450.00	$0.47	$211.41
0-08-111	STRAPS, 28MM	5.00	$0.70	$3.52
0-08-113	STRAPS, 36MM	74.00	$3.92	$289.71
0-08-115	STRAPS, 54MM	80.00	$0.86	$68.90
0-08-117	STRAPS, 70MM	7.00	$1.08	$7.56
0-08-119	STRAPS, 82MM	10.00	$1.10	$10.96
0-08-121	STRAPS, 104MM	0.00	$1.17	$0.00
0-08-124	PIPE 3/I SCHEDULE 40 X 20	0.00	$1.22	$0.00
0-08-126	PIPE SCHEDULE 40 X 21 FT	0.00	$1.99	$0.00
0-08-128	PIPE SCHEDULE 40 X 21 FT	0.00	$1.52	$0.00
0-08-130	1 1/2 SCHEDULE 40 PIPE 21 FT LENGTH	0.00	$2.22	$0.00
0-08-132	2" SCHEDULE 40 PIPE 21 FT LENGTH	0.00	$2.72	$0.00
0-08-140	STRAPS	0.00	$12.84	$0.00
0-08-142	SCREWS, STRAP	0.00	$3.95	$0.00
0-08-144	NUTS, STRAP	0.00	$2.66	$0.00
0-08-150	GRIPARMS	0.00	$92.58	$0.00
0-08-152	DOUBLE CROSS HEAD	0.00	$96.53	$0.00
0-08-154	TRIPLE CROSS HEAD	0.00	$159.50	$0.00
0-08-156	CRANK, ADJUSTING	0.00	$27.64	$0.00
0-08-158	SCREW, ADJUSTING	0.00	$68.12	$0.00
0-08-159	ROPE NYLON 1/2 DIA	0.00	$276.24	$0.00
0-08-160	ROPE NYLON 5/16 DIA	0.00	$117.17	$0.00
0-08-161	BATTERIES AA	0.00	$1.22	$0.00
0-08-162	PLASTIC STEEL DEVCON	0.00	$14.56	$0.00
0-08-163	SINGLE SHEAVE ALUMINUM PULLEY, MCMASTER-CARR	0.00	$512.08	$0.00
0-08-164	PIVOT HOCK PULLEY, MCMASTER-CARR	0.00	$30.76	$0.00
0-08-165	ROPE MANILA 5/16	0.00	$0.09	$0.00
0-08-166	ROPE MANILA 3/8	0.00	$0.13	$0.00
0-08-167	ROPE NYLON 1/4" DIA. 600' ROLL	0.00	$0.12	$0.00
0-10-001	TORCH, H.D. WELDING/HEATING AIRPRODUCT STYLE 3000	0.00	$77.52	$0.00
0-10-002	WELDING TIP, SWAGED STYLE 160 SIZE 0	0.00	$10.10	$0.00

Stock Number	Description	Units in Stock	Repurchase Value	Total
00-10-003	WELDING TIP, SWAGED STYLE 160 SIZE 1	0.00	$10.10	$0.00
00-10-004	WELDING TIP, SWAGED STYLE 160 SIZE 2	0.00	$10.10	$0.00
00-10-005	WELDING TIP, SWAGED STYLE 160 SIZE 4	0.00	$10.10	$0.00
00-10-006	WELDING TIP, SWAGED SIZE 6	0.00	$10.49	$0.00
00-10-007	MIXER NUT ASSEMBLY	0.00	$16.05	$0.00
00-10-008	VALVE, TORCH CHECK RIGHT HAND OXYGEN 9/11" AIRPRODUCT	0.00	$6.23	$0.00
00-10-009	VALVE, TORCH CHECK LEFT HAND FUEL GAS 9/16" AIRPRODUCT	0.00	$6.89	$0.00
00-10-010	WELDING ELECTROLODES 5/32" CAST IRON	3.00	$109.62	$328.86
00-10-011	0023 JACKSON ELECTRODE HOLDER MODEL JH-3	0.00	$25.53	$0.00
00-10-012	WELDING WIRE 1/8" DIA	50.00	$1.19	$59.51
00-10-013	WELDING RODS 5/32" 25 LBS. PER BOX	0.00	$1.10	$0.00
00-10-014	WELDING RODS STEEL GAS 1/16"	0.00	$1.43	$0.00
00-10-015	BRAZING RODS, BRASS COATED	0.00	$5.01	$0.00
00-10-016	SOLDERING TIPS FOR WELLER WP255 SOLDERING IRON	0.00	$2.98	$0.00
00-10-017	GAS WELDING GOGGLE	0.00	$6.55	$0.00
00-10-020	CUTTING TORCH, SERIES 9000 AIRCO	0.00	$162.86	$0.00
00-10-021	CUTTING TIPS, SIZE 2	0.00	$14.09	$0.00
00-10-022	CUTTING TIPS, SIZE 4	0.00	$14.09	$0.00
00-10-023	FLOWCHECK VALVE, RIVERS, OXY	0.00	$6.89	$0.00
00-10-024	FLOWCHECK VALVE, RIVERS, ACY	0.00	$6.89	$0.00
00-10-025	TIP CLEANERS, DIRLL SIZE 77 THRU 498 KING SIZED	0.00	$3.29	$0.00
00-10-026	HELMET FILETER LENS, 2 INCHES BY 4 1/4 INCHES, SHADE #10	0.00	$1.96	$0.00
00-10-027	GOGGLES, GAS WELDINGS, STYLE #650, SHADE #4	0.00	$6.55	$0.00
00-10-028	GOGGLE FILTER LENS, 50MM SHADE #3	0.00	$2.85	$0.00
00-10-029	LENS, CLEAR PLASTIC 50MM	0.00	$1.71	$0.00
00-10-030	TIP, AIRCO	0.00	$34.45	$0.00
00-10-031	SOAPSTONE 5 X 1/2 X 3/16 PER BOX	0.00	$24.81	$0.00
00-10-032	WELDING WIRE 5/32"	50.00	$1.14	$57.16
00-10-033	WELDING WIRE 1/8"	0.00	$1.20	$0.00
00-10-034	GLOVES, WELDERS STYLE 110	0.00	$11.51	$0.00
00-10-035	3/32 WELDING WIRE	0.00	$1.61	$0.00
00-10-036	ALUMINUM FLUX PER JAR	0.00	$22.08	$0.00
00-10-037	ALUMINUM BRAZING RODS 4LBS PER BAG	0.00	$124.03	$0.00
00-10-038	TUNGSTEN ELECTROLODES PER BOX	0.00	$39.17	$0.00
00-10-039	WELDING WIRE #6013	0.00	$5.87	$0.00
00-10-040		0.00	$29.68	$0.00
00-10-045		0.00	$20.28	$0.00
00-10-050	METAL SHEARS R. H. CUT 12"L	0.00	$20.28	$0.00
00-10-055	METAL SHEARS L. H. CUT 12"L	0.00	$20.28	$0.00
00-10-056	#4 GAUGE EXPANDED METAL 4 / 8 SHEET	0.00	$11.28	$0.00
00-10-060	WIRE BRUSH, BENT HANDLE 14 X 1	0.00	$2.35	$0.00
00-10-065	SPEEDI DRI	0.00	$6.81	$0.00
00-10-066	CLEAR PLASTIC COVE LENS	11.00	$0.67	$7.41
00-10-090	WINDOW CLEANER, WINDEX, INDUSTRIAL FORMULA, 20 OZ. CANS 12 CANS PER CASE	0.00	$3.32	$0.00
00-10-112		0.00	$1.06	$0.00
00-10-500		0.00	$10.65	$0.00
00-10-501		0.00	$12.21	$0.00
00-10-502		0.00	$13.78	$0.00
00-10-615		0.00	$8.61	$0.00
00-10-820		0.00	$26.31	$0.00
00-10-900	PAINT BRUSH, DISPOSABLE, 2INCH	0.00	$0.78	$0.00
00-10-901	PAINT BRUSH, DISPOSABLE, 3INCH	0.00	$4.70	$0.00
00-10-905	PAINT BRUSH, DURABLE HD, 2INCH	0.00	$3.13	$0.00

Stock Number	Description	Units in Stock	Repurchase Value	Total
00-10-906	PAINT BRUSH, DURABLE HD, 3INCH	0.00	$4.70	$0.00
00-10-907	PAINT BRUSH, ANGLE, 4INCH	0.00	$19.58	$0.00
00-10-910	PAINT BRUSH, BENT ANGLE, 2 1/2INCH	0.00	$10.88	$0.00
00-10-915	PAINT THINNER, GALLON CANS	0.00	$7.44	$0.00
00-10-920	PRIMER, RED OXIDE	0.00	$26.31	$0.00
00-11-001	PAINT ENAMEL, ADELPHI	0.00	$28.19	$0.00
00-11-002	PAINT, SPRAY FLOURESCENT YELLOW, 16 OZ.	0.00	$4.65	$0.00
00-11-004	PAINT, SPRAY ENAMEL, RED 16 OZ.	0.00	$2.00	$0.00
00-11-005	PAINT, SPRAY ENAMEL, BLACK GLOSS 16 OZ.	0.00	$2.00	$0.00
00-11-006	PAINT, SPRAY ENAMEL, WHITE GLOSS 16 OZ.	0.00	$2.00	$0.00
00-11-008	PRIMER PAINT, RUSTOLEUM	9.00	$36.79	$331.07
00-11-009	HYDRAULIC OIL, DTE-13 IN BULK (MOBIL, SUNOCO, OR TEXACO)	0.00	$4.21	$0.00
00-11-010	PENETRATING OIL, LIQUID WRENCH, 16 OZ.	0.00	$2.87	$0.00
00-11-011	MARINE ENAMEL, LAZON	0.00	$30.54	$0.00
00-11-012	DUX SEAL (5 LB. CAN) #5	0.00	$17.15	$0.00
00-11-013	GLASS, 62" X 41-3/4" X 17 1/2" THICK GLASS (FOR CRANE CAB)	0.00	$1,049.22	$0.00
00-11-020	WINDOW CLEANER, OZITE (20 OZ.)	0.00	$3.59	$0.00
00-11-022	TF SOVLENT, OZITE (16 OZ.)	0.00	$6.81	$0.00
00-11-024	CUTTING OIL, OZITE (16 OZ.)	0.00	$4.57	$0.00
00-11-026	SURFACE DISINFECTANT, OZITE (18 OZ.)	0.00	$4.31	$0.00
00-11-027	SILICONE, CAULKING TAPE	0.00	$5.48	$0.00
00-11-028	GRINDING DISC. 7 X 1/4 X 7/8	0.00	$7.05	$0.00
00-11-030	DE-ICER, SPRAY, 13 OZ.	0.00	$2.65	$0.00
00-11-075	ANGLE 1/4 X 2 1/2 X 2 1/2, 20'	0.00	$0.45	$0.00
00-11-076	FLAT BAR 1/2 X 2 1/2, 20'	0.00	$0.32	$0.00
00-11-077	FLAT BAR 1/2 X 3 1/2, 20'	0.00	$0.32	$0.00
00-11-078	ROUND BAR 1/4	0.00	$0.52	$0.00
00-11-079	ANGLE 2 1/2 X 1 1/2 X 1/4, 20'	0.00	$0.46	$0.00
00-11-095	STEEL PLATE 4' X 8' X 3/16	0.00	$1.02	$0.00
00-11-096	SQUARE TUBING 2X2X1/8, 20'	0.00	$7.09	$0.00
00-12-001	DUPONT LUCITEL CAST ACRYLIC SAFETY GLAZINE, 1/4" X 4' X 8'	0.00	$7.05	$0.00
00-12-002	CARBON STEEL PLATE 1/8 X 4 X 8	0.00	$1.02	$0.00
00-12-003	DUPONT LUCITEL CAST ACRYLIC SAFETY GLAZINE, 1/2" X 4' X 8'	0.00	$0.61	$0.00
00-12-004	CARBON STEEL PLATE 1/4 X 4 X 8 40/50	0.00	$0.66	$0.00
00-12-005	CARBON A STEEL PLATE 4 X 8 X 5/8 40/50	0.00	$144.76	$0.00
00-12-006	CARBON STEEL 1/2 X 4 X 8	0.00	$0.63	$0.00
00-12-007	CHANNEL ASTM A36, 8 WEB X 1/2" FLANGES X 1/2 THK X 20" LONG	0.00	$0.58	$0.00
00-12-008	CARBON STEEL 5/16 X 4 X 8 40/50	0.00	$0.66	$0.00
00-12-009	RYWELD OPEN STEEL GRATING, 36" 36" X 240" CROSS BARS	0.00	$5.79	$0.00
00-12-010	AIRCAIR COPPERCLAD CARBON GOUGING ELECTRODES, ROUND 5/23	3.00	$48.55	$145.64
00-12-011	RECTANGULAR TUBING CARBON STEEL 4" X 2" X 1/4" TK X 20'	0.00	$5.48	$0.00
00-12-012	CHANEEL 2X6X20	0.00	$0.36	$0.00
00-12-013	RECTANGULAR TUBING CARBON STEEL ASTMA-500 3"X2"X1/4"X20	0.00	$4.31	$0.00
00-12-014	TUBING 1 1/2 X 24 FT 1/8 GAGE	0.00	$3.12	$0.00
00-12-015	ANGLE IRON ASTMA-36 4" X3" X 3/8"	0.00	$2.18	$0.00
00-12-016	ANGLE 2 1/2 X 2 1/2 X 1/4 X 20 FT.	0.00	$0.33	$0.00
00-12-017	ANGLE IRON 1" X 1" X 3/16" X 20'	0.00	$0.34	$0.00
00-12-018	3/16 X 1 1/4 X 1 1/4 ANGLE 20 LONG	0.00	$0.34	$0.00
00-12-019	ANGLE IRON 1" X 1" X 1/8" X 20'	0.00	$0.33	$0.00
00-12-020	ANGLE 1/4 X 1 1/2" X 1 1/2" 20' LONG	0.00	$0.27	$0.00
00-12-021	ANGLE IRON 2 1/2" X 3" X 3/8" X 20'	0.00	$34.30	$0.00
00-12-022	GALVANIZED PIPE THREADED BOTH ENDS 1/2 BY 21	0.00	$1.82	$0.00
00-12-023	FLAT BAR, 2" X 1/4" X 20'	0.00	$0.45	$0.00

Stock Number	Description	Units in Stock	Repurchase Value	Total
*2-024	FLAT BAR 3/4 X 2, 20 LONG	0.00	$2.16	$0.00
2-025	FLAT BAR 2" X 1/4", 20 LONG	0.00	$0.35	$0.00
00-12-026	FLAT BAR 2" X 3/4", 20 LONG	0.00	$0.36	$0.00
00-12-027	FLAT BAR 2" X 1/2", 20 LONG	0.00	$0.32	$0.00
00-12-028	FLAT STEEL 1 X 1/4, 20' LONG	0.00	$0.38	$0.00
00-12-029	FLAT BAR 4" X 1/4", 20' LONG	0.00	$0.33	$0.00
00-12-030	FLAT STEEL 1/4 X 4, 20' LONG	0.00	$0.34	$0.00
00-12-031	FLAT BAR 1" X 1 1/4", 20' LONG	0.00	$0.42	$0.00
00-12-032	FLAT BAR 5/16 X1 1/2 X 20' LONG	0.00	$0.43	$0.00
00-12-033	FLAT BAR 1 X 1/8 X 20' LONG	0.00	$0.45	$0.00
00-12-034	FLAT STEEL 1 1/2 X 1/2, 20' LONG	0.00	$0.39	$0.00
00-12-035	FLAT BAR 1 1/2" X 1/4" X 20' LONG	0.00	$0.36	$0.00
00-12-036	FLAT STEEL 4 1/2 X 1, 20' LONG	0.00	$37.51	$0.00
00-12-037	FLAT BAR 3" X 1/4" X 20' LONG	0.00	$0.33	$0.00
00-12-038	FLAT STEEL 5 1/2 X 1, 20' LONG	0.00	$46.51	$0.00
00-12-039	ANGLE IRON 2" X 2" X 1/8" X 20'	0.00	$0.34	$0.00
00-12-040	ANGLE 3" X 3" X 1/4" X 20'	0.00	$0.29	$0.00
00-12-041	ANGLE IRON 2" X 2" X 1/4" X 20'	0.00	$0.27	$0.00
00-12-042	ROUND BAR 3/8 DIA X 20	0.00	$0.42	$0.00
00-12-043	ROUND BAR 1/2 DIA	0.00	$0.38	$0.00
00-12-044	ROUND BAR 1 X 20' COLD	0.00	$0.33	$0.00
00-12-045	ROUND BAR 5/8" DIA	0.00	$0.33	$0.00
00-12-046	FLAT STEEL 3/16 X 5/8, 12 LONG	0.00	$1.49	$0.00
00-12-047	ROUND BAR 3/4" DIA	0.00	$0.33	$0.00
00-12-049	BOX WRENCH, WILLIAMS 80-37A 12 POINT OPENINGS, 45 DEGREES	0.00	$32.42	$0.00
00-12-051	DRILL BIT, H.S. 9/16" 1/2 " DIRVE	0.00	$0.61	$0.00
*2-054	SIMPSON VOLT-OHM MILLAMETER MODEL #260, SERIES 7P 115 VAC	0.00	$305.37	$0.00
2-055	FLAMLESS ELECTRIC HEAT TORCH #47021 DEAL	0.00	$144.76	$0.00
00-12-056	REPLACEMENT HEAT ELEMENT #4693 DEAL	0.00	$23.69	$0.00
00-12-057	INFRARED FLOODLITES R-40 MED-SKIRTED, 250 WATTS #2550R40/5	0.00	$12.53	$0.00
00-12-058	ALLIGATOR SPRINGCLIPS FOR TEST LEADS PLASTIC COVERED TYPE A 1 3/8 LONG	0.00	$46.20	$0.00
00-12-059	LABOR AND MATERIAL TO FABRICATE 6 FRAME FOR TROLLEY BRAKES CRANES SERIAL 150210SCE	7.00	$178.52	$1,249.67
00-12-061	LOK-A-LOY CONNECTING LINK SWL FOR 5/8 CHAIN 20, 300#MATE GRADE -8 ALLOY STEEL	0.00	$24.98	$0.00
00-12-065	RACHET, 3/8" DRIVE WILLIAMS	0.00	$21.30	$0.00
00-12-066		0.00	$56.85	$0.00
00-12-067		0.00	$84.27	$0.00
00-12-069		0.00	$1.41	$0.00
00-12-070	SOCKET, 12 POINT, CHROME PLATED, 1 1/6, 1/2 DRIVE WILLIAMS ST 12/34	0.00	$0.66	$0.00
00-12-071	DRILL BIT 5/32	0.00	$0.74	$0.00
00-12-072	DRILL BIT 3/16	0.00	$0.88	$0.00
00-12-073	DRILL BIT 7/32	0.00	$1.08	$0.00
00-12-075	DRILL BIT 9/32	0.00	$1.64	$0.00
00-12-076	DRILL BIT 3/8	0.00	$2.85	$0.00
00-12-077	DRILL BIT 1/8	0.00	$0.52	$0.00
00-12-078	DRILL BIT 5/64	0.00	$0.52	$0.00
00-12-079	DRILL BIT 3/32	0.00	$0.53	$0.00
00-12-080	DRILL BIT 7/64	0.00	$0.56	$0.00
00-12-081	DRILL BIT 9/64	0.00	$0.66	$0.00
00-12-082	DRILL BIT 11/64	0.00	$0.77	$0.00
00-12-083	DRILL BIT 13/64	0.00	$1.00	$0.00
00-12-084	DRILL BIT 19/64	0.00	$1.86	$0.00
00-12-085	DRILL BIT 21/64	0.00	$2.08	$0.00
086	DRILL BIT 11/32	0.00	$2.47	$0.00

Stock Number	Description	Units in Stock	Repurchase Value	Total
00-12-087	DRILL BIT 23/64	0.00	$2.77	$0.00
00-12-088	AIR CARBON AIR GOUGING TORCH, AIR PRODUCTS, MOD K-3	0.00	$3.19	$0.00
00-12-089	DRILL BIT 13/32	0.00	$3.29	$0.00
00-12-091	DRILL BIT 1/4	0.00	$1.27	$0.00
00-12-092	DRILL BIT 17/64	0.00	$1.53	$0.00
00-12-093	DRILL BIT 1/2	0.00	$4.78	$0.00
00-12-094	DRILL BIT HIGH SPEED 1/8	0.00	$0.66	$0.00
00-13-001	HOLESAW, HIGHSPEED HEAVY DUTY, 3/4"	0.00	$6.23	$0.00
00-13-002	HOLESAW, HIGHSPEED HEAVY DUTY, 7/8"	0.00	$5.29	$0.00
00-13-003	HOLESAW, HIGHSPEED HEAVY DUTY, 1"	0.00	$6.58	$0.00
00-13-004	HOLESAW, HIGHSPEED HEAVY DUTY, 1 1/8"	0.00	$6.58	$0.00
00-13-005	HOLESAW, HIGHSPEED HEAVY DUTY, 1 1/4"	0.00	$6.58	$0.00
00-13-006	HOLESAW, HIGHSPEED HEAVY DUTY, 1 1/2"	0.00	$7.05	$0.00
00-13-007	HOLESAW, HIGHSPEED HEAVY DUTY, 1 3/8"	0.00	$7.05	$0.00
00-13-008	HOLESAW, HIGHSPEED HEAVY DUTY, 2 1/4"	0.00	$10.12	$0.00
00-13-009	HOLESAW, HIGHSPEED HEAVY DUTY, 2 3/8"	0.00	$10.12	$0.00
00-13-010	HOLESAW, HIGHSPEED HEAVY DUTY, 1 3/4"	0.00	$8.71	$0.00
00-13-011	HOLESAW, HIGHSPEED HEAVY DUTY, 2 1/2"	0.00	$11.02	$0.00
00-13-025	HEXMANDREL 7/16" FOR 1 1/4" & LARGER PILOT DRILL	0.00	$12.23	$0.00
00-15-001	WIRE ROPE SLINGS, 30' LONG 1" DIA. 6X37 EIP1SRC REG. LAY 30" EYES EA. END 6 STRANDS 20, 6	0.00	$136.02	$0.00
00-15-002	HYD FITTING, PARKER	0.00	$6.45	$0.00
00-15-003	HYD FITTING, PARKER	0.00	$4.92	$0.00
00-15-004	HYD FITTING, PARKER	0.00	$8.99	$0.00
00-15-005	HYD FITTING, PARKER	0.00	$8.99	$0.00
00-15-006	HYD FITTING, PARKER	0.00	$12.90	$0.00
00-15-007	HYD FITTING, PARKER	0.00	$9.55	$0.00
00-15-008	HYD FITTING, PARKER	0.00	$2.33	$0.00
00-15-009	HYD FITTING, PARKER	0.00	$1.53	$0.00
00-15-010	HYD FITTING, PARKER	0.00	$1.03	$0.00
00-15-011	HYD FITTING, PARKER	0.00	$13.30	$0.00
00-15-012	HYD FITTING, PARKER	0.00	$3.84	$0.00
00-15-013	HYD FITTING, PARKER	0.00	$2.68	$0.00
00-15-014	HYD FITTING, PARKER	0.00	$3.98	$0.00
00-15-015	HYD FITTING, PARKER	0.00	$12.17	$0.00
00-15-016	GALV. PIPE FITTINGS ELBOW 90 DEGREE, 1/2"	0.00	$0.81	$0.00
00-15-017	GALV. PIPE FITTINGS ELBOW 90 DEGREE, 3/4"	0.00	$0.96	$0.00
00-15-018	GALV. PIPE FITTINGS ELBOW 90 DEGREE, 1"	0.00	$1.75	$0.00
00-15-019	GALV. PIPE FITTINGS ELBOW 90 DEGREE, 1 1/4"	0.00	$2.87	$0.00
00-15-020	GALV. PIPE FITTINGS TEE, 1/4"	0.00	$1.00	$0.00
00-15-021	GALV. PIPE FITTINGS TEE, 3/4"	0.00	$1.49	$0.00
00-15-022	GALV. PIPE FITTINGS TEE, 1"	0.00	$2.72	$0.00
00-15-023	GALV. PIPE FITTINGS TEE, 1 1/4"	1.00	$4.43	$4.43
00-15-024	GALV. PIPE FITTING, HEX BUSHING, 3/8 X 1/4"	0.00	$1.08	$0.00
00-15-025	BUSHING, GLAVINIZED PIPE FITTING 1/2 X 3/8"	0.00	$0.99	$0.00
00-15-026	HEX BUSHING GALV. PIPE FITTING 3/4 X 1/2"	0.00	$1.08	$0.00
00-15-027	HEX BUSHING GALV. PIPE FITTING 1 X 3/4"	0.00	$1.41	$0.00
00-15-028	FACE BUSHING GALV. PIPE 1/2 X 3/8"	0.00	$1.55	$0.00
00-15-029	FACE BUSHING GALV. PIPE FITTING 3/4 X 1/2"	0.00	$1.85	$0.00
00-15-030	FACE BUSHING 1 X 3/4"	0.00	$2.29	$0.00
00-15-031	SQUARE HEADPIPE PLUG 3/8"	0.00	$0.55	$0.00
00-15-032	SQUARE HD. PIPE PLUG GALV. 1/2"	0.00	$0.55	$0.00
00-15-033	SQUARE HD. PIPE PLUG GALV. 3/4"	0.00	$1.32	$0.00
00-15-034	SUARE HD. PIPE PLUG GALV. 1"	0.00	$1.27	$0.00

Stock Number	Description	Units in Stock	Repurchase Value	Total
0-15-035	COUPLING GALV. PIPE FITTING 3/4"	0.00	$1.33	$0.00
0-15-036	COUPLING GALV. PIPE FITTING 1"	0.00	$2.55	$0.00
0-15-037	THREADED REDUCER 3/4 X 1/2"	0.00	$1.33	$0.00
0-15-038	THREADED REDUCER 1 X 3/4"	0.00	$2.07	$0.00
0-15-040	HYDRAULIC FITTINGS, PARKER HANNIFER	0.00	$1.53	$0.00
0-15-041	HYDRAULIC FITTINGS, PARKER HANNIFER	0.00	$2.30	$0.00
0-15-042	HYDRAULIC FITTINGS, PARKER HANNIFIN	0.00	$1.43	$0.00
0-15-043	HYDRAULIC FITTINGS, PARKER HANNIFIN	0.00	$9.10	$0.00
0-15-044	HYDRAULIC FITTINGS, PARKER HANNIFIN	0.00	$27.70	$0.00
0-15-045	HYDRAULIC FITTINGS, PARKER HANNIFIN	0.00	$22.44	$0.00
0-15-046	HYDRAULIC FITTINGS, PARKER HANNIFIN	0.00	$2.21	$0.00
0-15-048	HYDRAULIC FITTINGS, PARKER HANNIFIN	0.00	$0.96	$0.00
0-15-049	HYDRAULIC FITTING, PARKER 0103-6-6	0.00	$3.27	$0.00
0-15-050	HYDRAULIC FITTING, PARKER 2103-4-8	0.00	$2.21	$0.00
0-15-051	HYDRAULIC FITTING PLUG, PARKER 8PNTX	0.00	$3.32	$0.00
0-15-052	HYDRAULIC FITTING CAP, PARKER #6 FNTX	0.00	$1.82	$0.00
0-15-053	HYDRAULIC FITTING PLUG, PARKER 6PNTX	0.00	$5.70	$0.00
0-15-054	HYDRAULIC FITTING, PARKER 0253-6-8	0.00	$2.08	$0.00
0-15-055	HYDRAULIC FITTING, PARKER 0202-6-6	0.00	$2.77	$0.00
0-15-056	HYDRAULIC FITTING, PARKER	0.00	$183.61	$0.00
0-15-057	GEAR PUMP PARKER -HANNIFIN #D07ASIL 500 PSI 1.1GPM @1700 RPM	0.00	$31.48	$0.00
0-15-058	CHECK VALVE, PARKER-HANNIFIN #C600-S	0.00	$2.30	$0.00
0-18-005	CHAIN PULL PLATE 20 TON	0.00	$128.74	$0.00
0-18-010	CHAIN WITH HOOK 20 TON	0.00	$104.58	$0.00
0-20-005	GREENLEE RADIO PUNCH, SIZE 1-1/16"	0.00	$16.63	$0.00
0-20-007	GREENLEE RADIO PUNCH, SIZE 1-3/16"	0.00	$16.63	$0.00
0-20-009	GREENLEE RADIO PUNCH, SIZE 2-1/4"	0.00	$44.47	$0.00
0-20-020		0.00	$7.05	$0.00
0-20-050	HAMMER, HANDRILLING #3	0.00	$14.33	$0.00
0-20-070	ELECTRICIANS SNAKE, 50' 1/4 INCH FLAT	0.00	$24.66	$0.00
0-20-075	ELECTRICIANS SNAKE, 100' 1/4 INCH FLAT	0.00	$51.60	$0.00
0-20-076	SIREN AMPLIFIER, WHELEN	3.00	$408.88	$1,226.65
0-20-077	MICROPHONE AMPLIFIER, TELEX	2.00	$105.24	$210.47
0-20-078	SIREN SPEAKER, WHELEN	3.00	$329.64	$988.93
0-20-083	AMBER LENS FOR AMER. SIGNAL #AC250 LIGHT	0.00	$19.18	$0.00
0-20-084	REPLACEMENT LAMPS FOR AMER. SIGNAL #AC250 LIGHT	6.00	$11.51	$69.06
0-20-085	CRANE LIGHT REVOLVING NORTH AMERICAN SIGNAL 2 SEAL BEAM 70,000 CANDLE EACH BEAM PIPE	6.00	$238.03	$1,428.19
0-20-086	SIREN CLACTON DUPLOW 120 VOLT/AC	1.00	$227.07	$227.07
0-20-100	SENSOR, PHOTO ELECTRIC, RETRO REFLECTIVE	5.00	$209.22	$1,046.09
0-20-105	REFLECTOR	20.00	$3.10	$62.01
0-20-110	REFLECTOR, RED	4.00	$3.34	$13.34
0-20-113	REFLECTOR TAPE WHITE 1" BY 12"	25.00	$0.67	$16.84
0-20-115	MOUNTING BRACKET, UNIVERSAL	6.00	$13.08	$78.46
0-21-001	CONTACTOR	11.00	$4.37	$48.06
0-21-003	CONTACT FOR CAM SWITCH	33.00	$16.91	$558.12
0-21-005	REED SWITCH	3.00	$43.85	$131.54
0-21-007	REED RELAY	2.00	$75.64	$151.28
0-21-009	FUSE HOLDER	3.00	$587.25	$1,761.75
0-21-011	FUSE	3.00	$1.24	$3.71
0-21-012	FUSE 20 AMP 600V	57.00	$3.98	$226.72
0-21-013	CIRCUIT BREAKER	2.00	$75.17	$150.34
0-21-015	CIRCUIT BREAKER	0.00	$140.94	$0.00
0-21-017	CIRCUIT BREAKER, G.E.	1.00	$46.98	$46.98

Stock Number	Description	Units in Stock	Repurchase Value	Total
00-21-019	SPREADER SHEAVE	1.00	$1,879.20	$1,879.20
00-21-021	DOUBLE SHEAVE	1.00	$3,241.62	$3,241.62
00-21-023	TRIPLE SHEAVE	1.00	$5,481.00	$5,481.00
00-21-025	DOUBLE SHEAVE 141	1.00	$3,132.00	$3,132.00
00-21-027	WALKWAY FIXTURE, CROUSE HINDS	2.00	$25.76	$51.52
00-21-031	HEATER COIL	3.00	$3.43	$10.29
00-21-033	HEATER COIL	2.00	$2.35	$4.70
00-21-035	HEATER COIL	1.00	$4.78	$4.78
00-21-037	OVERLOAD	3.00	$6.50	$19.50
00-21-039	TWISTLOCK, REBUILT	6.00	$153.47	$920.81
00-21-041	HURRICANE BRAKE SHOE SET	3.00	$342.17	$1,026.51
00-21-043	BAYONETTES FOR HATCH COVER EXTEND.	4.00	$54.81	$219.24
00-21-045	BAYONETTES FOR HATCH COVER, (USED)	1.00	$54.81	$54.81
00-21-047	ELECTRICAL INSULATION PUTTY	2.00	$6.00	$12.00
00-21-049	SHRINK TUBING	12.00	$1.72	$20.67
00-21-050	VINYL MASTIC ROLL 4"	5.00	$9.00	$45.02
00-21-051	ELEC. INS. RESIN, SCOTCHCAST	4.00	$16.36	$65.46
00-21-053	ELEC. INS. RESIN, SCOTCHCAST	4.00	$21.89	$87.57
00-21-055	HURRICANE BRAKE SHOE SPRING	27.00	$28.19	$761.08
00-21-057	SENSORI BRACKETS	3.00	$14.05	$42.14
00-21-059	SPREADER PIN	0.00	$87.70	$0.00
00-21-061	6-TERM STRIP	6.00	$16.05	$96.31
00-21-063	10-TERM STRIP	2.00	$18.79	$37.58
00-21-065	12-TERM STRIP MARATHON	2.00	$23.49	$46.98
00-21-067	8 POLE TERM STRIP	6.00	$28.89	$173.36
00-21-069	CABLE CLAMP	1.00	$27.41	$27.41
00-21-071	SPLIT BOLT CONNECTOR	2.00	$17.38	$34.77
00-21-072	SPLIT BOLT CONNECTOR, BURNDY KS-90	23.00	$1.58	$36.38
00-21-073	SPLIT BOLT CONNECTOR	10.00	$12.48	$124.81
00-21-074	SPLIT BOLT CONNECTOR, BURNDY KS-15	26.00	$1.79	$46.42
00-21-075	GROUND CLAMP	0.00	$3.05	$0.00
00-21-076	SPLIT BOLT CONNECTOR, BURNDY KS-17	26.00	$1.89	$49.27
00-21-077	STAINLESS STEEL BOX 8X6X5	0.00	$139.37	$0.00
00-21-078	SPLIT BOLT CONNECTOR, BURNDY KS-20	14.00	$2.32	$32.45
00-21-079	RAIL HEATER CONNECTOR	29.00	$28.19	$817.45
00-21-081	CRANE #1 CONTROL HOUSE SLIP RING COMPLETE FOR PEINER CRANE	1.00	$2,212.76	$2,212.76
00-21-083	3/8 HEAVY WALL S/S NUTS	80.00	$2.11	$169.13
00-21-085	STAND FOR GUIDE ROLLER	2.00	$151.90	$303.80
00-21-087	VICKERS SEAL KIT	5.00	$38.76	$193.79
00-21-089	D&W PARKER VALVE KIT	1.00	$38.19	$38.19
00-21-091	HURR. BRK. HYDR. TANK 715200	5.00	$140.94	$704.70
00-21-093	CIRCUIT BREAKER 20 AMP	5.00	$43.85	$219.24
00-21-095	FUSE 8 AMP	14.00	$0.41	$5.70
00-21-097	EQUALIZER SHEAVE	1.00	$814.32	$814.32
00-21-099	EQUALIZER STEEL PIN 6" 5/8 X 3 1/4 STEEL 60/40	5.00	$140.94	$704.70
00-21-100		0.00	$11.56	$0.00
00-21-105	TROLLEY GEAR BOX COUPLING	1.00	$2,535.67	$2,535.67
00-21-107	GUIDE TROLLEY ROLLER EXCENTRIC	1.00	$1,487.70	$1,487.70
00-21-109	WALKWAY LIGHTS - CLEAR LENS	1.00	$36.02	$36.02
00-21-110		0.00	$14.86	$0.00
00-21-111	S/S/ SPACERS H.V. 3/8 X1	0.00	$2.35	$0.00
00-21-113	REDUCER	180.00	$0.55	$98.66
00-21-115	COUPLING 1/2"	8.00	$1.11	$8.90

Stock Number	Description	Units in Stock	Repurchase Value	Total
00-21-116		0.00	$17.93	$0.00
00-21-117	COUPLING 1"	0.00	$2.33	$0.00
00-21-119	REDUCING WASHER 1 - 3/4	14.00	$0.17	$2.41
00-21-121	LIQUID TITE CONN. 2 1/4"	3.00	$7.60	$22.79
00-21-123	2" COUPLING RIGID COND.	0.00	$6.26	$0.00
00-21-125	3" CONDUIT BRACKET	0.00	$4.53	$0.00
00-21-127	6" CONDUIT BRACKET	0.00	$4.93	$0.00
00-21-128	MALE ENLARGER, FOR ELECTRICAL CONDUIT 1/2"-3/4"	0.00	$1.85	$0.00
00-21-129	HOIST BRAKE DRUM	0.00	$1,174.50	$0.00
00-21-131	BRAZING FOD	0.00	$41.89	$0.00
00-21-133	TIMING MOTOR	3.00	$49.33	$147.99
00-21-135	S.E. 86 S.P. TELEPHONE	1.00	$833.11	$833.11
00-21-137	ANEMOMETER	1.00	$775.17	$775.17
00-21-139	RAGS - 100LBS EA.	0.00	$97.09	$0.00
00-21-141	EQUALIZER SHEAVES - REBUILT	0.00	$170.69	$0.00
00-21-143	S/S WELDING RODS 3/32 (8LBS EACH)	3.00	$195.75	$587.25
00-21-145	SOCKET HD CAP SCREW	102.00	$0.94	$95.84
00-21-147	"U" BOLT SUPPORT 7/8	1.00	$62.64	$62.64
00-21-149	"U" BOLT SUPPORT 5/8	0.00	$39.15	$0.00
00-21-151	INSULATORS 5/8	5.00	$27.41	$137.03
00-21-153	200FT. 30 COND #12 UMBILICAL CORD	200.00	$28.80	$5,759.74
00-21-157	DARK CUTTING OIL	0.00	$17.65	$0.00
00-21-159	FLOODLIGHT 500W	0.00	$60.68	$0.00
00-21-160	GE 300 WATT QUARTS BULB Q500TS/CL	7.00	$18.79	$131.54
00-21-161	CONNECTOR 1/2 TW EMT	0.00	$1.22	$0.00
00-21-162	3/4 THIN WALL ELECTRICAL METAL TUBING CONNECTORS	15.00	$1.71	$25.60
00-21-163	HUB, NEW	4.00	$31.32	$125.28
00-21-165	SPLICE BOX SMALL	0.00	$313.20	$0.00
00-21-167	SPLICE BOX LARGE	0.00	$469.80	$0.00
00-21-169	HANGAR BRACKET	161.00	$23.49	$3,781.89
00-21-171	HIGH VOLTAGE TAPE	0.00	$5.87	$0.00
00-21-173	TROLLEY MOTOR 20 HP 2500RPM (REBUILT) (P)	0.00	$5,167.80	$0.00
00-21-175	LUBRICATION FILTER	1.00	$236.47	$236.47
00-21-187	BEARING	0.00	$20.36	$0.00
00-21-189	TRIP LITE AMBER LENS	5.00	$23.49	$117.45
00-21-191	GRD SINGLE RECEPTACLE 20A-125V	10.00	$2.79	$27.88
00-21-193	CONTACT BLOCK	3.00	$27.37	$82.12
00-21-195	GUIDE ROLLER WIRE ROPE NEW	9.00	$783.00	$7,047.00
00-21-196	STEEL PIN 6" 5X8X3 1/4 DIA. 60/40	0.00	$140.94	$0.00
00-21-197	STEEL PIN	11.00	$427.52	$4,702.70
00-21-199	GUIDE ROLLER WIRE ROPE REBLT	0.00	$117.45	$0.00
00-21-201	PIN HOIST BRAKE	2.00	$144.07	$288.14
00-21-203	PIT GANTRY BRAKE	2.00	$94.59	$189.17
00-21-205	VARISTOR	3.00	$2.11	$6.34
00-21-207	RESISTORS	0.00	$3.90	$0.00
00-21-209	TRANSFORMER	3.00	$89.65	$268.96
00-21-211	CONTACT BLOCK	6.00	$36.02	$216.11
00-21-213	PNEUMATIC RELAY	4.00	$125.28	$501.12
00-21-215	CONTACT TIMER	6.00	$4.70	$28.19
00-21-217	CONTACT KIT	2.00	$59.51	$119.02
00-21-219	AUX CONTACT KIT CR105X10017	3.00	$7.83	$23.49
00-21-223	STEEL HOSES	5.00	$49.33	$246.65
00-21-224	HYDRAULIC PRESSURE GUAGE 0-200 PSI 0-L3BAR 2"DIA. 1/8" FITT CONN. REAR GRESEN	3.00	$20.17	$60.51

Stock Number	Description	Units in Stock	Repurchase Value	Total
00-21-225	HYDRAULIC DISCONNECT #6 MALE	0.00	$3.99	$0.00
00-21-227	HYDRAULIC DISCONNECT #6 FEMALE	0.00	$4.31	$0.00
00-21-229	HYDRAULIC DISCONNECT #8 MALE	0.00	$9.32	$0.00
00-21-231	HYDRAULIC DISCONNECT #8 FEMALE	0.00	$4.93	$0.00
00-21-232	HYDRAULIC ACCUMULATOR MODEL MO-20-15-TMR-S 1/2?	1.00	$119.02	$119.02
00-21-237	SP TELEPHONE	1.00	$621.70	$621.70
00-21-239	GRILL & BOX PHONE	1.00	$133.11	$133.11
00-21-241	SP TELEPHONE	1.00	$1,252.80	$1,252.80
00-21-243	PLASTIC END COVERS	0.00	$1.03	$0.00
00-21-244	INSERT CONFIGURATION	1.00	$72.68	$72.68
00-21-245	CONFIGURATION	3.00	$115.49	$346.48
00-21-247	INSERT CLAMP NUT	5.00	$10.49	$52.46
00-21-249	HARMONIC DRIVE	2.00	$1,315.44	$2,630.88
00-21-251	DRIVING SPRIE FOR HARMONIC DRIVE	1.00	$602.91	$602.91
00-21-253	PLUG BARREL	2.00	$14.69	$29.38
00-21-255	PISTON SEAL KIT	2.00	$14.49	$28.97
00-21-257	RECEPTICLE	2.00	$195.09	$390.18
00-21-259	PLUG (ZPLMU2620310PN)	2.00	$212.82	$425.64
00-21-261	MALE PIN (ZZMZP4012-362)	500.00	$1.57	$783.00
00-21-263	FEMALE PIN	500.00	$2.91	$1,456.40
00-21-265	DUST CAP W/ CHAIN MALE	4.00	$26.72	$106.86
00-21-267	TY-WRAP (100 PER BAG)	0.00	$21.92	$0.00
00-21-269	TERM BLOCK SQUARED	5.00	$13.78	$68.90
00-21-271	12 PT. TERMINAL STRIP	8.00	$14.64	$117.14
00-21-273	HYDAR. PUMP BRACKET NEW	2.00	$28.19	$56.38
00-21-275	12 PT. TERMINAL STRIP (CR151D30112)	80.00	$17.99	$1,439.46
00-21-277	CONNECTING BLOCK 600 VOLTS	1.00	$43.85	$43.85
00-21-279	SPLIT BOLT CONN.	17.00	$12.48	$212.18
00-21-281	AIRCRAFT HYDRAULIC OIL 15	10.00	$9.08	$90.83
00-21-283	PISTON RODS FOR EXT PISTON	1.00	$967.18	$967.18
00-21-285	ZEPTEEN ELEC. SOLVENT 55GAL	0.00	$14.88	$0.00
00-21-287	BRIGHTON DE GREASER	0.00	$657.72	$0.00
00-21-289	AERO LUBE	0.00	$3.92	$0.00
00-21-291	SAFETY SOLVENT LUBRICANT	0.00	$3.92	$0.00
00-21-293	AERO SOLVENT SPRAY	0.00	$3.92	$0.00
00-21-295	Z BARS	6.00	$313.20	$1,879.20
00-21-299	WIRE ROPE 1-1/8" 1100'	1.00	$3,634.69	$3,634.69
00-21-300	SCOTCH #35 ELECTRICAL TAPE 3/4"	10.00	$2.71	$27.09
00-21-301	ELEC. TAPE FOR COLOR CODING	10.00	$2.71	$27.09
00-21-302	SCOTCH #35 ELECTRICAL TAPE 3/4" YELLOW	10.00	$2.71	$27.09
00-21-303	GFT COVER PLATE	0.00	$7.05	$0.00
00-21-305	GFT BOX	0.00	$8.61	$0.00
00-21-309	FORMULA 50 SOAP	0.00	$564.15	$0.00
00-21-311	SAFETY SOLVENT 20 GAL	0.00	$289.71	$0.00
00-21-313	SPREADER EXT PISTON	2.00	$2,355.89	$4,711.78
00-21-315	TROLLEY WHEELS GUIDE	0.00	$2,380.32	$0.00
00-21-317	SPREADER EQUALIZER	1.00	$11,275.20	$11,275.20
00-21-323	WELDING WIRE 5/32 50LB BX	50.00	$1.13	$56.38
00-21-325	WELDING CABLE CONNECTOR	2.00	$27.87	$55.75
00-21-327	COUPLING 3/4"	3.00	$0.74	$2.21
00-21-329	1" ELBOW CROUSE HINDS	2.00	$3.29	$6.58
00-21-331	3/4 STRAPS	13.00	$0.45	$5.90
00-21-333	LUGS FPR CIRCUIT BREAKER	0.00	$17.23	$0.00

Stock Number	Description	Units in Stock	Repurchase Value	Total
00-21-335	BUSS CONNECTORS	12.00	$3.59	$43.03
00-21-337	RESPIRATOR FILTER	160.00	$46.20	$7,391.52
00-21-339	RUBBER TAPE	4.00	$2.35	$9.40
00-21-347	BRUSH HOLDER W/ BRUSH (P)	6.00	$0.00	$0.00
00-21-349	PVC OVERLAP COVERS	15.00	$48.55	$728.19
00-21-351	PIN POT CENTER	3.00	$67.53	$202.58
00-21-353	PIN POT ARM	2.00	$61.07	$122.15
00-21-355	PIN HOIST BRAKE	6.00	$50.82	$304.90
00-21-357	PIN BRAKE SHOES	2.00	$44.47	$88.95
00-21-359	COIL	1.00	$14.83	$14.83
00-21-361	CROSS BAR	3.00	$7.80	$23.40
00-21-363	CONTACT BLOCK	3.00	$33.17	$99.50
00-21-365	CONTROL RELAY	3.00	$30.66	$91.98
00-21-367	LIQUID TITE 1-1/2	50.00	$2.66	$133.11
00-21-369	GYLPTAL RED ENAMEL	0.00	$39.15	$0.00
00-21-373	RED SCREEN GLOBE AIRCRAFT LITE	1.00	$141.72	$141.72
00-21-375	CUTTING OIL	0.00	$837.81	$0.00
00-21-377	DEGREASER	0.00	$1,017.90	$0.00
00-21-379	CIRCULATING OIL	0.00	$775.17	$0.00
00-21-381	CONDUIT CROUSE&HINDS	0.00	$26.62	$0.00
00-21-383	FIX FITTING CROUSE&HINDS	2.00	$24.51	$49.02
00-21-385	PHOTO ELECTRIC CROUSE&HINDS	0.00	$28.19	$0.00
00-21-387	ZEPTEEN MOTOR WASH	0.00	$289.71	$0.00
00-21-389	#2 ELEC. JOINT COMPOUND, ALCOA	4.00	$11.75	$46.98
00-21-391		0.00	$86.13	$0.00
00-21-393		0.00	$101.79	$0.00
00-21-397	HI PRESSURE MOLYLUBE #200	0.00	$12.39	$0.00
00-21-401	POLO WIPER RAGS	30.00	$0.97	$29.13
00-21-402	WIPER RAGS, COTTON TERRY (50LBS. CT.)	0.00	$0.86	$0.00
00-22-001	FOAMED POLY UREATHANE CRANE BUMPER W/BASEPLATE TYPE MEK/ELA 5050 20 X 20	4.00	$4,580.55	$18,322.20
00-22-002	ALKALINE DETERGENT, OZITE	0.00	$5.09	$0.00
00-22-003	STEAM CLEANER,OZITE 55 GAL. DRUM	0.00	$6.66	$0.00
00-22-005	EMULSION DEGREASER, OZITE 55 GAL. DRUM	0.00	$10.18	$0.00
00-22-006	DOUBLE FLANGE CRANE WHEEL SWG CC-310280	4.00	$2,200.23	$8,800.92
00-22-007	STRAINER FLOW E24 FILTER P-3-1/2-100	8.00	$8.61	$68.90
00-22-100	DAYTON 4" HIGH STORAGE BIN, 2" WIDE (BUNDLE OF 25)	0.00	$11.56	$0.00
00-22-105		0.00	$13.26	$0.00
00-22-110	DAYTON 4" HIGH STORAGE BIN, 6" WIDE (BUNDLE OF 25)	0.00	$14.86	$0.00
00-22-115	DAYTON 4" HIGH STORAGE BIN, 8" WIDE (BUNDLE OF 25)	0.00	$17.02	$0.00
00-22-116	DAYTON 4" HIGH STORAGE BIN, 10" WIDE (BUNDLE OF 25)	0.00	$17.93	$0.00
00-22-121	O-RINGS BUNA-N RUBBER 1/2 ID X 5/8 OD X 1/16 WIDE MCMASTER #9452K58 (100 PER PACK)	0.00	$0.55	$0.00
00-22-122	O-RINGS BUNA-N RUBBER 3 1/8 ID X 3 3/8 OD X 1/8 WIDE MCMASTER #9452K58 (100 PER BOX)	0.00	$1.25	$0.00
00-22-123	O-RINGS BUNA-N RUBBER 3/16 DIA	0.00	$0.88	$0.00
00-22-124	O-RINGS BUNA-N RUBBER 1/8 DIA	0.00	$0.63	$0.00
00-22-125	O-RINGS BUNA-N RUBBER 1/4 DIA	0.00	$1.17	$0.00
00-22-126	O-RINGS BUNA-N RUBBER 1/16 DIA	0.00	$0.55	$0.00
00-27-001	12/3 TYPE S.O. RUBBER CABLE 250' REEL PRICE PER REEL	0.00	$155.63	$0.00
00-27-002	14/3 TYPE S.O. RUBBER CABLE 250' REEL PRICE PER REEL	0.00	$146.81	$0.00
00-27-003	16/3 TYPE S.O. RUBBER CABLE 250' REEL PRICE PER REEL	0.00	$70.47	$0.00
00-27-004	16/5 TYPE S.O. RUBBER CABLE 250' REEL PRICE PER REEL	0.00	$170.30	$0.00
00-27-112	THNN GAS & OIL RESISTANT NYLON ARMORED WIRE 500 FT. REEL	0.00	$0.05	$0.00
00-27-113	THNN GAS & OIL RESISTANT NYLON ARMORED WIRE 500 FT. REEL	0.00	$0.05	$0.00
00-27-114	AWG 12 THNN GAS & OIL RESISTANT NYLON ARMORED WIRE (500 FT. ROLL)	0.00	$0.05	$0.00

Stock Number	Description	Units in Stock	Repurchase Value	Total
27-115	AWG 12 THNN GAS & OIL RESISTANT NYLON ARMORED WIRE (500 FT. REEL YELLOW)	0.00	$0.05	$0.00
27-116	AWG 12 THNN GAS & OIL RESISTANT NYLON ARMORED WIRE (500 FT. REEL BLUE)	0.00	$0.05	$0.00
27-117	AWG 12 THNN GAS & OIL RESISTANT NYLON ARMORED WIRE (500 FT. REEL BLACK)	0.00	$0.05	$0.00
27-118	AWG 12 THNN GAS & OIL RESISTANT NYLON ARMORED WIRE (500 FT. REEL WHITE)	0.00	$0.05	$0.00
27-119	AWG 14 THNN GAS & OIL RESISTANT NYLON ARMORED WIRE (500 FT. REEL BLACK)	0.00	$0.03	$0.00
27-120	AWG 14 THNN GAS & OIL RESISTANT NYLON ARMORED WIRE (500 FT. REEL WHITE)	0.00	$0.03	$0.00
27-121	AWG 14 THNN GAS & OIL RESISTANT NYLON ARMORED WIRE (500 FT. REEL BLUE)	0.00	$0.03	$0.00
27-122	AWG 14 THNN GAS & OIL RESISTANT NYLON ARMORED WIRE (500 FT. REEL YELLOW)	0.00	$0.03	$0.00
32-010	Z3X PROMIMITY LIMIT SWITCH, TURCK B110-G30-AZ3X	5.00	$104.14	$520.70
32-011	INIDCATING LIGHTS, CUTLER HAMMER 10250T181N	4.00	$46.17	$184.66
32-012	THERMAL SWITCH W/O LUGS MFG#86-4484-2	13.00	$102.93	$1,338.13
32-013	INSERT CONFIGURATION PYLE NATIONAL #ZP20-332P MALE	0.00	$92.94	$0.00
32-014	INSERT CONFIGURATION PYLE NATIONAL #ZP20-332S FEMALE	0.00	$119.17	$0.00
33-001	DOUBLE A COIL 85-50554-32 120/60 GF-3	9.00	$34.45	$310.07
33-002	DIR. CONTROL VALVE DOUBLE A QF-3-C-10A1-BH 5L35 PIN	2.00	$361.75	$723.49
33-003	DIR. CONTROL VALVE DOUBLE A QF-5-C-5 PIN 10A2-BH 5L	2.00	$496.42	$992.84
33-004	PARKER HANNIFAN ECS, 6' LENGTH 5 CONDUCTOR CONNECTOR CORD #253-301-11EPCMK #14	5.00	$51.91	$259.56
33-005	RV3 SUCTION STRAINER 50-1/2-100-RV3	5.00	$47.76	$238.82
33-006	BARNES PUMP 1300180	0.00	$143.68	$0.00
33-007	CONTINENTAL VALVE VS5M-5F-GB61L	0.00	$220.02	$0.00
33-008	BARNES POWER UNIT GC900007DA0B0T0	0.00	$987.52	$0.00
35-001	STATIONARY DISC. 800320201	6.00	$97.88	$587.25
35-002	PRESSURE PLATE	6.00	$137.03	$822.15
35-003	FRICTION DISC	12.00	$90.44	$1,085.24
35-004	SOLENOID ASSMY.	6.00	$305.37	$1,832.22
35-005	STEARNS COILS FOR SOLENOID 6-19440601	6.00	$197.32	$1,183.90
39-000	TROUBLESHOOTING DIAGNOSTIC MPC 1P12 PROGRAMMER	0.00	$916.11	$0.00
60-120	WIRE CONNECTOR, BAKELITE RED	150.00	$0.09	$14.10
68-034	?	0.00	$3.10	$0.00
99-001	Ropco Spreader Serial #07294	1.00	$60,000.00	$60,000.00
00-001	MAIN HOIST MOTOR	1.00	$42,150.46	$42,150.46
00-002	BOOM HOIST MOTOR	1.00	$14,028.23	$14,028.23
00-003	TROLLEY DRIVE MOTOR	1.00	$7,198.90	$7,198.90
00-004	GANTRY DRIVE MOTOR	1.00	$10,581.46	$10,581.46
00-005	CT1, CT2, CT3 CURR. TRANSF	2.00	$331.93	$663.86
00-006	PCU1, PCU2 THYRISTOR ASSM.	7.00	$1,446.26	$10,123.85
00-007	PCU1, PCU2 PULSE TRANSF.	2.00	$37.94	$75.87
00-008	PCU1, PCU2 THERMAL SWITHCH	0.00	$46.24	$0.00
00-009	PCU2 FAN ASSEMBLY	0.00	$515.68	$0.00
00-010	R1, R2, R3 "L" RESISTOR 3.2	2.00	$28.56	$57.13
00-011	C1, C2, C3 CAPACITOR 1.0 MFD	2.00	$59.27	$118.55
00-012	H OR H SET OF CONDUITS	3.00	$106.69	$320.07
00-013	M OR M COIL	2.00	$65.15	$130.29
00-014	OL SET OF CONTACTS	2.00	$234.72	$469.45
00-015	OL SET OF CONTACTS	3.00	$29.63	$88.90
00-016	OL SPRING	2.00	$2.37	$4.75
00-017	OL SPRING	2.00	$10.67	$21.34
00-018	OL COIL	2.00	$450.48	$900.95
00-019	EA DISPLAY PCB	3.00	$268.95	$806.85
00-020	EA MON PCB	2.00	$680.47	$1,360.95
00-021	EA CC PCB	4.00	$829.82	$3,319.29
00-022	EA TL PCB	2.00	$1,185.46	$2,370.92
00-023	RT2, RT3, RT4, RECTIFIER	4.00	$46.23	$184.93

Stock Number	Description	Units in Stock	Repurchase Value	Total
00-00-024	RT8 RECTIFIER	5.00	$236.94	$1,184.68
00-00-025	CF1, CF2, FUSE 10A., 250V	10.00	$11.85	$118.55
00-00-026	RFL COIL FOR HOIST	2.00	$130.40	$260.80
00-00-027	HFL GFL SET OF CONTACTS	3.00	$44.85	$134.55
00-00-028	HFL, GFL CONTACT LEVER	3.00	$53.35	$160.05
00-00-029	HFL, GFL SPRING	2.00	$2.37	$4.75
00-00-030	GFL COIL GANTRY	2.00	$130.40	$260.80
00-00-031	SSWTNR SOLID STATE RELAY	5.00	$112.62	$563.11
00-00-032	HR, LR, FR, RR COIL	2.00	$37.94	$75.87
00-00-033	UV, MR COIL	3.00	$30.82	$92.47
00-00-034	R4, 25W, RESISTOR 250	2.00	$8.30	$16.60
00-00-035	C4 CAPACITOR .10 MFD	0.00	$29.64	$0.00
00-00-036	PCU1, PCU2 INDICATING LIGHT	6.00	$14.22	$85.35
00-00-037	PCU1, PCU2, 2W RESISTOR 56K	4.00	$3.59	$14.38
00-00-038	R20 BURDEN RESISTOR	2.00	$6.05	$12.10
00-00-039	EA STATUS PCE	2.00	$1,126.19	$2,252.38
00-00-040	R21, R22 TACK FEEDBACK 1780	0.00	$2.37	$0.00
00-00-041	EA PCBW/PROM PER IOB	1.00	$1,185.46	$1,185.46
00-00-042	FSN FIELD MODULE	1.00	$3,343.00	$3,343.00
00-00-043	X4 LINE REACTOR	1.00	$444.54	$444.54
00-00-044	FRCT, DIODE FWD. 1000V	2.00	$75.87	$151.75
00-00-045	FRCT DIODE REV. 1000V	2.00	$75.87	$151.75
00-00-046	FRCT PROTECTION CIRCUIT	1.00	$142.26	$142.26
00-00-047	FRCT, 5 RESISTOR 100	2.00	$1.18	$2.36
00-00-048	FRCT SCR	4.00	$251.32	$1,005.28
00-00-049	FCF3, FCF4 FUSE 40A, 500V	5.00	$15.66	$78.30
00-00-050	FRES "L" RESISTOR - PER ORDER	1.00	$28.56	$28.56
00-00-051	C5 CAPACITATOR 10 MFD	1.00	$106.69	$106.69
00-00-052	CBRES "L" RESISTOR 20	1.00	$28.56	$28.56
00-00-053	MPC1 OUTPUT MODULE	7.00	$82.00	$574.00
00-00-054	MPC1 INPUT MODULE	6.00	$93.96	$563.76
00-00-055	MPC1 EE PROM	7.00	$62.64	$438.48
00-00-056	MPC1, EE PROM CARTRIDGE	1.00	$46.98	$46.98
00-00-057	1BR ZBR, RFC CONTACT KIT	2.00	$106.69	$213.38
00-00-058	1BR, ZBR RFC COIL	2.00	$171.89	$343.78
00-00-059	MR COIL	1.00	$30.82	$30.82
00-00-060	MR ON DELAY TIMER PUB NO. 15426	1.00	$131.92	$131.92
00-00-061	R27, R28 RESISTOR 549	2.00	$2.04	$4.07
00-00-062	R30, RESISTOR #53	2.00	$2.04	$4.07
00-00-063	C7, C8 CAPACITOR 10MFD	2.00	$19.73	$39.46
00-00-064	GMSRT, HMSRT RECTIFIER	2.00	$46.20	$92.39
00-00-065	GRF, 15A FUSE 250V	10.00	$6.22	$62.17
00-00-066	SS, HRR, TR SOLID STATE INPUT MOD.	4.00	$106.68	$426.74
00-00-067	HBRI, 2 SUPRESSOR	2.00	$14.29	$28.58
00-00-068	GMBR CONTACT KIT SIZE 1, CONTACTOR	2.00	$69.51	$139.03
00-00-069	GMBR CONTACTOR COIL	2.00	$28.45	$56.89
00-00-070	GMBR SURPRESSOR	2.00	$26.39	$52.77
00-00-071	PCU1, PCU2 THYRISTOR ASSEM	5.00	$787.15	$3,935.74
00-00-072	PCU1, PCU2 PULSE TRANSF.	2.00	$118.55	$237.09
00-00-073	PCU1, PCU2 THERMAL SWITCH	0.00	$46.24	$0.00
00-00-074	PCU1, PCU2 FAN ASSEMBLY	2.00	$278.59	$557.18
00-00-075	R1, R2, R3 "L" RESISTOR 11	2.00	$28.56	$57.13
00-00-076	M OR N SET OF CONTACTS	2.00	$48.60	$97.20

Stock Number	Description	Units in Stock	Repurchase Value	Total
00-00-077	M OR N COIL	2.00	$199.16	$398.31
00-00-078	OL COIL	2.00	$125.66	$251.31
00-00-079	RT1 RECTIFIER	2.00	$130.40	$260.80
00-00-080	AT1 VARISTOR	1.00	$14.22	$14.22
00-00-081	TFL, TFL2 COIL TROLLEY	2.00	$123.34	$246.68
00-00-082	BWR COIL BEAM	2.00	$130.40	$260.80
00-00-083	R25, RESISTOR	2.00	$2.37	$4.75
00-00-084	C6 CAPACITOR	2.00	$5.93	$11.85
00-00-085	R26 RESISTOR	2.00	$2.37	$4.75
00-00-086	1BR, 2BR, BBR CONTACT KIT	3.00	$69.52	$208.56
00-00-087	1BR, 2BR, 3BR, SPRING ARM FRAME	4.00	$1.19	$4.74
00-00-088	1BR, BBR1, INTLK, N.O. N.C. BASE	2.00	$35.18	$70.36
00-00-089	1BR, BBR1 TIMING INTLK	0.00	$118.73	$0.00
00-00-090	1BR, 2BR, 3BR, COIL	2.00	$28.45	$56.91
00-00-091	FUSE 10A, 250V,	10.00	$3.56	$35.56
00-00-092	1BR INTLK NO.0	1.00	$26.39	$26.39
00-00-093	BBR1, TRANSIENT SUPP.	1.00	$26.39	$26.39
00-00-094	PULL ROD SPRING	1.00	$8.30	$8.30
00-00-095	TORQUE SPRING	1.00	$81.79	$81.79
00-00-096	COIL	1.00	$1,748.56	$1,748.56
00-00-097	SHOE WITH BONDED LINING	2.00	$288.07	$576.13
00-00-098	FINISHED BRAKE WHEEL, PER DRAW	1.00	$803.42	$803.42
00-00-099	BUL 505 13IN., BRAKE PUB. NO 17225 PULL OD SPRING	1.00	$21.34	$21.34
00-00-100	TORQUE SPRING	1.00	$74.68	$74.68
00-00-101	COIL	1.00	$2,323.68	$2,323.68
00-00-102	SHOE WITH BONDED LINING	2.00	$1,043.21	$2,086.41
00-00-103	FINISHED BRAKE WHEEL, PER DRAWING	1.00	$1,484.00	$1,484.00
00-00-104	BUL 505 23IN. BRAKE PUB NO. 17225 PULL ROD SPRING	1.00	$177.82	$177.82
00-00-105	TORQUE SPRING	1.00	$201.53	$201.53
00-00-106	COIL	1.00	$4,647.01	$4,647.01
00-00-107	SHOE WITH RIVETED LINING	4.00	$1,560.07	$6,240.28
00-00-108	FINSIHED BRAKE WHEEL PER DRAWING	1.00	$5,546.76	$5,546.76
00-00-109	MAIN HOIST DRIVE MOTOR BEARING	1.00	$289.71	$289.71
00-00-110	MAIN HOIST MOTOR BRUSHES	32.00	$36.90	$1,180.76
00-00-111	BEARING FOR BOOM HOIST MOTOR DRIVE END	1.00	$186.35	$186.35
00-00-112	BOOM HOIST MOTOR BEARING FOR OPP. DRIVE END	1.00	$76.73	$76.73
00-00-113	BOOM HOIST MOTOR BRUSHES	16.00	$76.54	$1,224.61
00-00-114	TROLLEY MOTOR BEARING FOR DRIVE END	2.00	$188.70	$377.41
00-00-115	TROLLEY MOTOR BEARING FOR OPP. DRIVE END	2.00	$143.29	$286.58
00-00-116	TROLLEY MOTOR BRUSHES	32.00	$18.79	$601.34
00-00-117	GANTRY MOTOR BEARING FOR DRIVE END	2.00	$93.18	$186.35
00-00-118	GANTRY MOTOR BEARING FOR OPP. DRIVE END	2.00	$41.89	$83.78
00-00-119	GANTRY MOTOR BRUSHES	32.00	$25.06	$801.79
00-00-120	CARRIER, COMPLETE WITH GASKET	1.00	$366.44	$366.44
00-00-121	CARRIER GASKET	1.00	$10.96	$10.96
00-00-122	WIPE SLEEVE WITH LEAD PLUG AND SLEEVE	1.00	$166.00	$166.00
00-00-123	ENTRANCE TERMINAL RUBBER CABLE	1.00	$225.50	$225.50
00-00-124	PETROLEUM	1.00	$18.79	$18.79
00-00-125	UNION NUT	1.00	$59.51	$59.51
00-00-126	UNION GASKET	1.00	$10.96	$10.96
00-00-127	STATIONARY CONTACT KIT	1.00	$42.28	$42.28
00-00-128	TANK, DRAIN PLUG, AND SEALER (LINES NOT REQUIRED)	1.00	$248.99	$248.99
00-00-129	EXPANSION CHAMBER	1.00	$119.02	$119.02

Stock Number	Description	Units in Stock	Repurchase Value	Total
00-00-130	CAM FOLLOWER	10.00	$58.57	$585.68
00-00-131	SWITCH UNIT	10.00	$37.90	$378.97
00-00-132	REG BD FOR BOOM HOIST TROLLEY DRIVE W/ PROM BURNED IN	0.00	$1,185.46	$0.00
00-00-133	SHOE WITH BONDED LINING	0.00	$770.60	$0.00
00-00-135	PROXIMITY SWITCH	4.00	$175.39	$701.57
00-00-136	PROXIMITY SWITCH	5.00	$175.39	$876.96
00-00-137	TROLLEY LIMIT SWITCH WITH ROLLER LEVER(DISC 18CD3)	2.00	$309.44	$618.88
00-00-138	ADJUSTING SCREW	2.00	$289.71	$579.42
00-00-139	NAME PLATE	2.00	$18.79	$37.58
00-00-140	SHOE WITH BONDED LINING	2.00	$770.60	$1,541.19
00-00-141	FEATHER FAN TYPE 113 FOR CONTROL PANEL	0.00	$83.96	$0.00
00-00-142	CHINA FINGER FOR 2" UMBILICAL COARD	3.00	$48.00	$144.00
00-00-143	POSITION REGULATOR BOARD W/ DEMODULATOR	1.00	$650.00	$650.00
00-00-144	Transformer for Boom and Trolley Motion 3 Phase 200 KVA Model 9T 25C Class AGE	0.00	$5,667.00	$0.00
00-00-145	TRANSFORMER 0.750 KVA 440/240 VOLTS BPT	0.00	$98.85	$0.00
00-00-146	REGULATOR BOARD 8.1-16492 R200C	2.00	$850.00	$1,700.00
00-00-147	REED RELAY	2.00	$210.00	$420.00
00-10-010	LIMIT SWITCH 60:1 RIGHT ANGLE GEAR 8 CIRCUIT ROTATING, ge	1.00	$8,603.00	$8,603.00
00-10-020	OVERSPEED LIMIT SWITCH, EUCLID	1.00	$644.00	$644.00
00-10-030	BOOM HOIST BRG	1.00	$461.00	$461.00
00-10-040	OIL SEAL, NATIONAL 455075S, NEW P/W	2.00	$41.00	$82.00
00-10-050	BOOM HOIST SHEAVE BRGS	2.00	$628.00	$1,256.00
00-10-060	RETAINING RING, EATON NAM	1.00	$115.00	$115.00
00-10-070	OIL SEAL, CARLOCK	1.00	$106.00	$106.00
00-10-080	TROLLEY WHEEL 21 DIAMETER, PACECO	1.00	$2,711.00	$2,711.00
00-10-090	TROLLEY WHEEL BRGS, TIMKIN TDI TYPE DOUBLE CONE, SINGLE CUP, 2 ROW ASSEMBLY	8.00	$1,703.00	$13,624.00
00-10-100	TROLLEY WHEEL BRGS, SKF SPHERICAL ROLLER	8.00	$670.00	$5,360.00
00-10-110	OIL SEAL, GARLOCK KLOSURE MOD # 53	8.00	$106.00	$848.00
00-10-120	OIL SEAL, GARLOCK KLOSURE MOD #53	8.00	$24.00	$192.00
00-10-130	TROLLEY COUPLING, FALK	2.00	$306.00	$612.00
00-10-140	TWISTLOCK CYLINDER, SHEFFER JLC MODEL, BORE 4" STROKE, WITH DOUBLE ROD AND EXTENSION	6.00	$634.00	$3,804.00
00-10-150	TWISTLOCK STEEL BUSHINGS, MCMASTER-CARR	18.00	$3.00	$54.00
00-10-160	TWISTLOCK BRG SPHERICAL 1-13/16 ID (TOP) X 3-1/4: OD X 11/16 YUK, NORTHWESTERN TOOLS	8.00	$33.00	$264.00
00-10-170	TWISTLOCK NUT HEAVY HEXSLOTTED 1-3/4 - BUB-2B MAT 1-194 GX2M, PACECO	4.00	$15.00	$60.00
00-10-181	TWISTLOCK ARM AND LINK CAST PATT NO PC527 AND ROD ENDS	8.00	$255.00	$2,040.00
00-10-182	ROD ENDS	8.00	$36.00	$288.00
00-10-190	TWISTLOCK GUIDE PLATES PATT NO PC-626, PACECO	4.00	$347.00	$1,388.00
00-10-200	LB EXPAND / RETRACT , SHEFFER MODEL, STYLE C AT REAR END INCLUDING 1-3/8 DIAMETER PIN	2.00	$7,865.00	$15,730.00
00-10-210	CORNER FLIPPERS, PACECO	7.00	$2,685.00	$18,795.00
00-10-221	ROTARY FLIPPER ACTUATOR-HYD COMPLETE WITH PARNIR BEARINGS # GRFDR, BIFD JOHNSON MO	2.00	$2,580.00	$5,160.00
00-10-222	FARNIR BEARINGS	2.00	$106.00	$212.00
00-10-230	LIFT BEAM HYDRAULIC PUMP MOTOR738 HP 1800 REM, GE FRAME 184T, SPACEHEATER	1.00	$561.00	$561.00
00-10-240	LIFT BEAM HYDRAULIC PUMP 2.3 CIR. 3000 PSI DOUBLE A, HYDRECO, ACTIVATION INC, THEODORE,	1.00	$1,105.00	$1,105.00
00-10-250	LIFT BEAM HYDRAULIC RESERVOIR TANK COMPLETE WITH GANGES AND VALVES MODEL T4SL, ACTIV	1.00	$9,857.00	$9,857.00
00-10-260	PROXIMITY LIMIT SWITCH TWISTLOCKS, TRUCK # BLLO-G30-A22 OR EQ	0.00	$214.00	$0.00
00-10-270	TWISTLOCKS, PACECO	16.00	$425.00	$6,800.00
00-10-280	CORNER GUIDE ROLLER BRACKET, PACECO, PATTERN # PC-577 ASTM A-148-73 CLASS 105-85	4.00	$546.00	$2,184.00
00-10-290	CORNER GUIDE ROLLER, PACECO PC-578 ASTM A-148-73 CLASS 90-60	3.00	$562.00	$1,686.00
00-10-300	BALONEY CABLE WITH PLUGS, PACECO OR LOCAL	1.00	$5,950.00	$5,950.00
00-10-310	HOIST LIMIT SWITCH, GE DS9446-B200 FA 107 WITH 30:1 GEAR RATIO CIRCUIT ROTATING CAMS	1.00	$3,205.00	$3,205.00
00-10-320	HOIST BRAKE COUPLING FULL FLEX GEAR , FALK-CAT	1.00	$1,164.00	$1,164.00
00-10-330	MAIN HOIST DRUM COUPLING, MALMED TYPE RRT SIZE NO 26	1.00	$23,150.00	$23,150.00
00-10-340	MAIN HOIST SHEAVE	8.00	$313.00	$2,504.00

Stock Number	Description	Units in Stock	Repurchase Value	Total
00-00-077	M OR N COIL	2.00	$199.16	$398.31
00-00-078	OL COIL	2.00	$125.66	$251.31
00-00-079	RT1 RECTIFIER	2.00	$130.40	$260.80
00-00-080	AT1 VARISTOR	1.00	$14.22	$14.22
00-00-081	TFL, TFL2 COIL TROLLEY	2.00	$123.34	$246.68
00-00-082	BWR COIL BEAM	2.00	$130.40	$260.80
00-00-083	R25, RESISTOR	2.00	$2.37	$4.75
00-00-084	C6 CAPACITOR	2.00	$5.93	$11.85
00-00-085	R26 RESISTOR	2.00	$2.37	$4.75
00-00-086	1BR, 2BR, BBR CONTACT KIT	3.00	$69.52	$208.56
00-00-087	1BR, 2BR, 3BR, SPRING ARM FRAME	4.00	$1.19	$4.74
00-00-088	1BR, BBR1, INTLK, N.O. N.C. BASE	2.00	$35.18	$70.36
00-00-089	1BR, BBR1 TIMING INTLK	0.00	$118.73	$0.00
00-00-090	1BR, 2BR, 3BR, COIL	2.00	$28.45	$56.91
00-00-091	FUSE 10A, 250V,	10.00	$3.56	$35.56
00-00-092	1BR INTLK NO.0	1.00	$26.39	$26.39
00-00-093	BBR1, TRANSIENT SUPP.	1.00	$26.39	$26.39
00-00-094	PULL ROD SPRING	1.00	$8.30	$8.30
00-00-095	TORQUE SPRING	1.00	$81.79	$81.79
00-00-096	COIL	1.00	$1,748.56	$1,748.56
00-00-097	SHOE WITH BONDED LINING	2.00	$288.07	$576.13
00-00-098	FINISHED BRAKE WHEEL, PER DRAW	1.00	$803.42	$803.42
00-00-099	BUL 505 13IN., BRAKE PUB. NO 17225 PULL OD SPRING	1.00	$21.34	$21.34
00-00-100	TORQUE SPRING	1.00	$74.68	$74.68
00-00-101	COIL	1.00	$2,323.68	$2,323.68
00-00-102	SHOE WITH BONDED LINING	2.00	$1,043.21	$2,086.41
00-00-103	FINISHED BRAKE WHEEL, PER DRAWING	1.00	$1,484.00	$1,484.00
00-00-104	BUL 505 23IN. BRAKE PUB NO. 17225 PULL ROD SPRING	1.00	$177.82	$177.82
00-00-105	TORQUE SPRING	1.00	$201.53	$201.53
00-00-106	COIL	1.00	$4,647.01	$4,647.01
00-00-107	SHOE WITH RIVETED LINING	4.00	$1,560.07	$6,240.28
00-00-108	FINSIHED BRAKE WHEEL, PER DRAWING	1.00	$5,546.76	$5,546.76
00-00-109	MAIN HOIST DRIVE MOTOR BEARING	1.00	$289.71	$289.71
00-00-110	MAIN HOIST MOTOR BRUSHES	32.00	$36.90	$1,180.76
00-00-111	BEARING FOR BOOM HOIST MOTOR DRIVE END	1.00	$186.35	$186.35
00-00-112	BOOM HOIST MOTOR BEARING FOR OPP. DRIVE END	1.00	$76.73	$76.73
00-00-113	BOOM HOIST MOTOR BRUSHES	16.00	$76.54	$1,224.61
00-00-114	TROLLEY MOTOR BEARING FOR DRIVE END	2.00	$188.70	$377.41
00-00-115	TROLLEY MOTOR BEARING FOR OPP. DRIVE END	2.00	$143.29	$286.58
00-00-116	TROLLEY MOTOR BRUSHES	32.00	$18.79	$601.34
00-00-117	GANTRY MOTOR BEARING FOR DRIVE END	2.00	$93.18	$186.35
00-00-118	GANTRY MOTOR BEARING FOR OPP. DRIVE END	2.00	$41.89	$83.78
00-00-119	GANTRY MOTOR BRUSHES	32.00	$25.06	$801.79
00-00-120	CARRIER, COMPLETE WITH GASKET	1.00	$366.44	$366.44
00-00-121	CARRIER GASKET	1.00	$10.96	$10.96
00-00-122	WIPE SLEEVE WITH LEAD PLUG AND SLEEVE	1.00	$166.00	$166.00
00-00-123	ENTRANCE TERMINAL RUBBER CABLE	1.00	$225.50	$225.50
00-00-124	PETROLEUM	1.00	$18.79	$18.79
00-00-125	UNION NUT	1.00	$59.51	$59.51
00-00-126	UNION GASKET	1.00	$10.96	$10.96
00-00-127	STATIONARY CONTACT KIT	1.00	$42.28	$42.28
00-00-128	TANK, DRAIN PLUG, AND SEALER (LINES NOT REQUIRED)	1.00	$248.99	$248.99
00-00-129	EXPANSION CHAMBER	1.00	$119.02	$119.02

EXHIBIT T

Security Agreement made as of this day of , 19 , by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, a body corporate and politic, created by Compact between the States of New Jersey and New York with the consent of the Congress of the United States of America, and having an office at One World Trade Center, New York, New York 10048, (hereinafter called "the Port Authority") and HOWLAND HOOK CONTAINER TERMINAL, INC., a corporation organized and existing under and by virtue of the laws of the State of New York and having an office and place of business at 90 Washington Street, New York, New York 10006, (hereinafter called "the Debtor").

WITNESSETH, That:

WHEREAS, the parties hereto have heretofore entered into an agreement of lease (hereinafter referred to as "the Lease") made as of the 1st day of February, 1995 wherein the Port Authority as Lessor leased to the Debtor as Lessee the Howland Hook Marine Terminal in the Borough of Staten Island, in the County of Richmond and State of New York as more particularly set forth in the Lease; and

WHEREAS, the Lessee has incurred certain obligations to the Port Authority under the Lease (which obligations are hereinafter called "the Lessee's Obligations"); and

WHEREAS, the parties hereto intend to create a lien and security interest in the Port Authority to the Spare Parts, as defined in Section 46 of the Lease and as set forth in Schedule B to the Lease;

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. Debtor has sold, assigned, transferred, set over and granted a lien and security interest under the Uniform Commercial Code unto the Port Authority, for the benefit of the Port Authority in, and does hereby sell, assign, transfer and set over unto the Port Authority for the benefit of the Port Authority and grant a continuing security interest under the Uniform Commercial Code unto the Port Authority for the benefit of the Port Authority in (a) the Spare Parts (including any replacement part deemed to be a Spare Part under the terms of the Lease); (b) proceeds of insurance covering or relating to the Spare Parts described in (a) above; (c) all proceeds of the items

described in (a) above. All of the foregoing are hereinafter referred to as "the Collateral".

2. The security interest herein created is intended to secure the performance by the Debtor of all of the Lessee's Obligations, including but not limited to those set forth in Section 3 and Section 4 of the Lease.

3. Nothing in this Security Agreement shall be construed to release the Debtor from any of its obligations under the Lease as Lessee and the Debtor shall remain fully liable for the performance of all of its obligations under the Lease including but not limited to those regarding or relating to the Collateral or any part thereof.

4. The Debtor hereby agrees to reimburse the Port Authority for all of its costs and expenses (including all reasonable legal expenses) necessary to enforce any provisions of this Security Agreement.

5. At any time and from time to time upon the written request of the Port Authority the Debtor shall promptly and duly execute and deliver any and all instruments and documents and take such further action as the Port Authority may request in order to obtain for the Port Authority the full benefits of this Security Agreement and of the rights and powers herein granted including, without limitation thereto, the filing or recording of this Security Agreement or any financing or continuation statement or any similar documents or instruments with respect hereto or thereto, in accordance with the applicable laws of any jurisdiction. The Debtor hereby authorizes the Port Authority to effect any such filing or recording as aforesaid (including the filing of any such financing statements or amendments thereto) without the signature of the Debtor to the extent permitted by applicable law. The costs and expenses of the Port Authority with respect to any of the foregoing actions shall be payable by the Debtor to the Port Authority upon demand.

6. If the Port Authority shall so request the Lessee shall affix or attach to the Spare Parts or any of them an identifying plate, label or decal setting forth that the Port Authority has a security interest in the same.

7. The Debtor shall take good care of the Spare Parts, shall not misuse, abuse, waste or allow the Spare Parts or any of them to deteriorate and shall at its cost and expense make all repairs and restorations and do all preventative maintenance necessary to keep the Spare Parts in good operating condition and appearance. The Debtor shall replace any of the Spare Parts

which is damaged beyond repair or is stolen or is installed on the container cranes under the provisions of the Lease, all replacements to become a part of the Spare Parts and subject to this Security Agreement. The Debtor at its cost and expense shall obtain and keep in full force and effect a policy of fire and extended coverage insurance insuring the Spare Parts to the extent of 100% of the replacement value thereof, such policy to include the Port Authority as a named insured and loss payee. The proceeds of such insurance policy shall be made available to the Debtor for the purpose of replacing damaged or stolen Spare Parts provided the Lease is then in full force and effect. The Debtor shall furnish to the Port Authority a certified copy of such policy or certificate or certificates or binders evidencing the existence thereof within ten (10) days after the purchase of the Spare Parts pursuant to Section 46 of the Lease, such insurance coverage to be issued by a carrier satisfactory to the Port Authority.

8. (a) The Port Authority may examine and inspect the Collateral at any time and from time to time and any books, records or other documents of the Debtor pertaining thereto during the term of the Lease.

(b) The Debtor shall not have the right to remove the Spare Parts from the premises. The Debtor shall have the right to use the Spare Parts in connection with its maintenance obligations with respect to certain container cranes as set forth in the Lease.

9. (a) In the event the Debtor should default in the performance of any of the Lessee's Obligations including but not limited to those described in Section 3 and Section 4 thereto, or in the event any of the events of default referred to in Section 25 of the Lease should occur, then in addition to all of the rights or remedies under the terms and provisions of the Lease or as allowed by law, the Port Authority shall have the rights and remedies of a secured party under the Uniform Commercial Code of the State of New York and, without limiting the generality of any of the foregoing, the Port Authority may immediately without demand or notice exercise such rights of enforcement and may enter upon the Debtor's premises and take possession of and assemble the Collateral and may sell at public or private sale or otherwise in the City of New York any part or all of the Collateral and after deducting from the proceeds of such sale or other disposition of the Collateral, all expenses, including but not limited to reasonable expenses for legal services, and for removal and sale of the Collateral, shall apply the balance thereof towards the payment of the Debtor's obligations under the Lease as amended by this Security Agreement with any balance

remaining after the satisfaction of such obligations to be paid to the Debtor. In the event that the proceeds of the sales are not sufficient to fully discharge the obligations of the Debtor as hereinabove referred to, the Debtor shall remain liable for any deficiency thereof.

10. The Debtor hereby represents and warrants to the Port Authority that after title to all Collateral is vested in the Debtor it will continue to be owned by the Debtor, and that the Debtor knows of no adverse claim, lien, security interest in or encumbrance on said Collateral and that there is no financing statement on file in any public office covering the Collateral hereunder or which may attach to any of the Collateral and in the event any such is discovered the Debtor agrees, at its cost and expense, to immediately discharge the same. The Debtor hereby agrees that it shall not in any event sell, transfer or assign its present or future rights or interests of any kind whatsoever in or to the Collateral.

11. The security interest hereby granted and the existence of this Security Agreement shall not limit or alter any other rights or remedies of the Port Authority under the Lease and the Port Authority may from time to time and at any time elect to pursue (or not to pursue) its rights under this Security Agreement without thereby limiting, voiding or relinquishing any of its other rights or remedies under the Lease.

12. The Debtor hereby represents that it is a limited liability company formed under the laws of the State of New York, that its principal place of business as stated in its articles of organization is at 300 Western Avenue, Staten Island, New York 10303, and that its articles of organization do not contain any provision or prohibition against the creation of a security interest in or lien on any of the property of the Debtor.

13. Notices, requests, permission, consents and approvals given or required to be given to or by either party under this Security Agreement, shall not be effective unless they are given in accordance with Section 33 of the Lease.

14. This Agreement shall be deemed to have been made under and in accordance with the laws of the State of New York and shall be governed and interpreted in accordance therewith.

15. Neither the Commissioners of the Port Authority nor any officer, agent or employee of the Port Authority shall be charged personally by any party hereto with any liability or held liable to the Debtor under any term or provision of this

Agreement or because of its execution or attempted execution or because of any breach or attempted or alleged breach thereof.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

ATTEST:

_____
Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By_____

(Title)_____

(Seal)

ATTEST:

_____
Secretary

HOWLAND HOOK CONTAINER TERMINAL, INC.

By_____

(Title) President

(Seal)

EXHIBIT X

REDUCTION IN SECURITY DEPOSIT

I. Exhibit X Definitions

All accounting terms used in this Exhibit and not otherwise defined herein shall have the meanings usually given such terms, in accordance with United States generally accepted accounting principles.

As used herein, "Debt" shall not be deemed to include any indebtedness resulting from any capital investment by the Lessee in any fixture, equipment or other property located in or at the Facility and secured by a security interest or lien in said fixture, equipment or other property, so long as the Lessee is not in default in the payment of any amounts due to the lender with respect to said fixture, equipment or other property. In addition, "Debt" shall not be deemed to include any investment by any of the members of the Lessee in the Lessee, and all such investments shall be deemed to be "Equity" for purposes of the calculations set forth below in this Exhibit regardless of how any said investment is denominated in the Lessee's financial statements.

II. Reduction in Security Deposit

The security deposited by the Lessee pursuant to the provisions of Standard Endorsement No. L23.2 annexed to the Lease and Section 40 of the Lease shall be subject to reduction by the Port Authority in two separate reductions each in the amount of Three Hundred Thousand Dollars and No Cents ($300,000.00) (which first reduction of Three Hundred Thousand Dollars and No Cents ($300,000.00) to occur is hereinafter called "the First Reduction" and which second reduction of Three Hundred Thousand Dollars and No Cents ($300,000.00) to occur is hereinafter called "the Second Reduction") in accordance with the terms set forth below in this Exhibit.

The Lessee shall be entitled to the First Reduction if at any time following its timely deposit of the installment of the security required to be deposited on the two hundred seventieth (270th) day following the first anniversary of the Submission Date, as defined in Section 40 of the Lease, in accordance with the provisions of paragraph (b) or (c) of said Section 40, as the case may be, the Lessee shall supply the Port Authority with the

Lessee's certified year-end financial statements for its most recent fiscal year (but in no event a fiscal year ending prior to the date for the deposit of the installment of security described above in this Exhibit), which year-end financial statements shall show each of the following:

1. a ratio of Current Assets to Current Liabilities that is no less than two to one;

2. a ratio of Debt to Equity that is no greater than five to one; and

3. pre-tax profit for said fiscal year which (i) exceeds One Million Dollars and No Cents ($1,000,000.00) and (ii) exceeds all accumulated losses by an amount which exceeds One Million Dollars and No Cents ($1,000,000.00).

Notwithstanding any provision set forth in this Exhibit, the Lessee shall not be entitled to the First Reduction if it is in default of any term or provision of the Lease or has been served with a notice of termination by the Port Authority under the Lease.

In the event that the Lessee shall obtain the First Reduction, it shall be entitled to the Second Reduction following any fiscal year succeeding the fiscal year for which the First Reduction was obtained if it shall supply the Port Authority with the Lessee's certified year-end financial statements for its most recent fiscal year, which year-end financial statements shall show each of the following:

1. a ratio of Current Assets to Current Liabilities that is no less than two to one;

2. a ratio of Debt to Equity that is no greater than five to one; and

3. pre-tax profit for said fiscal year which (i) exceeds One Million Dollars and No Cents ($1,000,000.00) and (ii) exceeds all accumulated losses since the close of the fiscal year for which the First Reduction was obtained by an amount which exceeds One Million Dollars and No Cents ($1,000,000.00).

Notwithstanding any provision set forth in this Exhibit, the Lessee shall not be entitled to the Second Reduction if it is in default of any term or provision of the Lease or has been served

with a notice of termination by the Port Authority under the Lease.

The Lessee shall supply the Port Authority with such supporting documents and records as the Port Authority shall deem necessary to substantiate the matters set forth in the Lessee's financial statements and to make the determination of what constitutes "Debt" for purposes of this Exhibit. In the event that the Port Authority determines that the Lessee has met the requirements respectively for the First Reduction or the Second Reduction, the Port Authority shall return to the Lessee Three Hundred Thousand Dollars and No Cents ($300,000.00) of the security previously deposited by the Lessee under Standard Endorsement No. L23.2 and Section 40 of the Lease; provided, however, that no release of security shall be made to the extent that it reduces the security on deposit below the amount of Nine Hundred Thousand Dollars and No Cents ($900,000.00) if the deposit was made pursuant to the provisions of paragraph (b) of Section 40 of the Lease or below the amount of Four Hundred Thousand Dollars and No Cents ($400,000.00) if the deposit was made pursuant to the provisions of paragraph (c) of said Section 40.

EXHIBIT Y

ELECTION

(PURSUANT TO SECTION 142 (b) OF THE INTERNAL REVENUE CODE OF 1986)

1. HOWLAND HOOK CONTAINER TERMINAL, INC. (hereinafter called "the Lessee") pursuant to an Agreement of Lease bearing Port Authority Lease No. HHT-4 (hereinafter called "the Lease") made under date of June 30, 1995, between the Lessee and The Port Authority of New York and New Jersey (hereinafter called "the Port Authority") has leased a site and the structures, improvements, additions, buildings and facilities located or to be located thereon at the Howland Hook Marine Terminal, all as described in the Lease (hereinafter called "the Leased Premises") to be used basically as marine terminal premises constituting a public port for a term commencing no later than approximately December 1, 1995 and expiring no later than December 31, 2019.

2. The principal office of the Port Authority is at One World Trade Center, New York, New York 10048 and its taxpayer identification number is 13-6400654W.

3. The principal office of the Lessee is at 90 Washington Street, New York, New York 10006 and its taxpayer identification number is _____.

4. Capital expenditures in connection with the Leased Premises have been, or are expected to be made, in whole or in part by the Port Authority from "exempt facility bonds" (within the meaning of Section 142(a) of the Internal Revenue Code of 1986) issued by the Port Authority from time to time (such capital expenditures being hereinafter called "the Property").

5. The Lessee has not acquired and is not acquiring an ownership interest in the Property. The Lessee hereby irrevocably elects not to claim for purposes of federal, state or local taxation of income any depreciation or investment credits, for which it may be eligible with respect to the Property. The Lessee further agrees that this irrevocable election shall be binding upon its successors in interest, if any, under the Lease, and as a condition of any permitted sale or assignment of the interest of the Lessee under the Lease, every successor in interest shall furnish an executed irrevocable election in the form of the immediately preceding sentence to the Port Authority.

The foregoing shall not grant or be deemed to grant to the Lessee the right to sell or assign, in any manner, its interests under the Lease.

6. It is understood that the foregoing election shall not apply to any personal property of the Lessee (including equipment and trade fixtures) removable without material damage to the Leased Premises, installed by the Lessee in or on the Leased Premises pursuant to the Lease, and which are deemed to be and remain the property of the Lessee. It is further understood that the foregoing election shall not apply to any item of the Lessee's improvements, as defined in Section 9A of the Lease, as to which item the Port Authority has provided the Lessee with written certification pursuant to the provisions of said Section 9A stating that such item of the Lessee's improvements is not subject to the foregoing election.

ATTEST:

HOWLAND HOOK CONTAINER TERMINAL, INC.

_____
Secretary
(Seal)

By_____

(Title) President

Dated:_____

ELECTION

(PURSUANT TO SECTION 142 (b) OF THE INTERNAL REVENUE CODE OF 1986)

1. HOWLAND HOOK CONTAINER TERMINAL, INC. (hereinafter called "the Lessee") pursuant to an Agreement of Lease bearing Port Authority Lease No. HHT-4 (hereinafter called "the Lease") made under date of June 30, 1995, between the Lessee and The Port Authority of New York and New Jersey (hereinafter called "the Port Authority") has leased a site and the structures, improvements, additions, buildings and facilities located or to be located thereon at the Howland Hook Marine Terminal, all as described in the Lease (hereinafter called "the Leased Premises") to be used basically as marine terminal premises constituting a public port for a term commencing no later than approximately December 1, 1995 and expiring no later than December 31, 2019.

2. The principal office of the Port Authority is at One World Trade Center, New York, New York 10048 and its taxpayer identification number is 13-6400654W.

3. The principal office of the Lessee is at ~~90 Washington Street~~ Wall Street Plaza, New York, New York 10005 and its taxpayer identification number is 13-384-1035.

4. Capital expenditures in connection with the Leased Premises have been, or are expected to be made, in whole or in part by the Port Authority from "exempt facility bonds" (within the meaning of Section 142(a) of the Internal Revenue Code of 1986) issued by the Port Authority from time to time (such capital expenditures being hereinafter called "the Property").

5. The Lessee has not acquired and is not acquiring an ownership interest in the Property. The Lessee hereby irrevocably elects not to claim for purposes of federal, state or local taxation of income any depreciation or investment credits, for which it may be eligible with respect to the Property. The Lessee further agrees that this irrevocable election shall be binding upon its successors in interest, if any, under the Lease, and as a condition of any permitted sale or assignment of the interest of the Lessee under the Lease, every successor in interest shall furnish an executed irrevocable election in the form of the immediately preceding sentence to the Port Authority. The foregoing shall not grant or be deemed to grant to the Lessee

the right to sell or assign, in any manner, its interests under the Lease.

6. It is understood that the foregoing election shall not apply to any personal property of the Lessee (including equipment and trade fixtures) removable without material damage to the Leased Premises, installed by the Lessee in or on the Leased Premises pursuant to the Lease, and which are deemed to be and remain the property of the Lessee. It is further understood that the foregoing election shall not apply to any item of the Lessee's improvements, as defined in Section 9A of the Lease, as to which item the Port Authority has provided the Lessee with written certification pursuant to the provisions of said Section 9A stating that such item of the Lessee's improvements is not subject to the foregoing election.

ATTEST:

Secretary
(Seal)

HOWLAND HOOK CONTAINER TERMINAL, INC.

By _____

(Title) President

Dated: June 30, 1995

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On the 14th day of July, 1995, before me personally came Lillian C. Bonne to me known, who, being by me duly sworn, did depose and say that she resides at

that she is the Director, Port Department of The Port Authority of New York and New Jersey, (one of) the corporations described in and which executed the foregoing instrument; that she knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that she signed her name thereto by like order.

Nancy B. Gonzalez
(notarial seal and stamp)

NANCY B. GONZALEZ
Notary Public, State of New York
No. 31-4993233
Qualified in New York County 96
Commission Expires March 9, 19__

STATE OF New York }
COUNTY OF New York } ss.:

On the 30th day of June, 1995, before me personally came Carmine F. Ragucci to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the President of Howland Hook Container Terminal, Inc.

one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Bernice Greenberg
(notarial seal and stamp)

BERNICE GREENBERG
Notary Public, State of New York
No. 31-4714265
Qualified in New York County
Commission Expires Dec. 31, 1996

STATE OF }
COUNTY OF } ss.:

On the day of , 19 , before me personally came to me known and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed the same.

(notarial seal and stamp)

Port Authority Lease No. HHT-4
Supplement No. 11

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of April 8, 2003, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and HOWLAND HOOK CONTAINER TERMINAL, INC. (hereinafter called "the Lessee"),

WITNESSETH, That:

WHEREAS, heretofore and as of June 30, 1995, the Port Authority and the Lessee entered into an agreement of lease (hereinafter, as the said agreement of lease has been heretofore amended, modified and supplemented, called "the Lease") covering the Howland Hook Marine Terminal, in the Borough of Staten Island, in the County of Richmond and State of New York; and

WHEREAS, the Port Authority and the Lessee desire to amend the Lease;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual agreements hereinafter contained the Port Authority and the Lessee hereby agree as follows:

1. Effective from and after January 1, 2000, the obligation of the Lessee to pay "the minimum container and non-container throughput rental", as defined in paragraph (e) of Section 4 of the Lease, shall be null and void and of no further force or effect, and said paragraph (e) shall be and be deemed deleted from the Lease as herein amended. Nothing contained in this Agreement shall relieve, reduce or affect in any way the obligation of the Lessee to pay to the Port Authority the minimum container and non-container throughput rental owed through December 31, 1999.

2. Effective from and after January 1, 2000, the obligation of the Lessee to pay "the container throughput rental", as defined in paragraph (b) of Section 4 of the Lease, shall be null and void and of no further force or effect, and said paragraph (b) shall be and be deemed deleted from the Lease as herein amended. Nothing contained in this Agreement shall relieve, reduce or affect in any way the obligation of the Lessee

CONFORMED COPY

to pay to the Port Authority the container throughput rental owed through December 31, 1999.

3. Effective from and after January 1, 2000, the obligation of the Lessee to pay "the non-container throughput rental", as defined in paragraph (d) of Section 4 of the Lease, shall be null and void and of no further force or effect, and said paragraph (d) shall be and be deemed deleted from the Lease as herein amended. Nothing contained in this Agreement shall relieve, reduce or affect in any way the obligation of the Lessee to pay to the Port Authority the non-container throughput rental owed through December 31, 1999.

4. Effective from and after January 1, 2000, all provisions of Section 4 of the Lease in addition to paragraphs (b), (d) and (e) of said Section 4 shall be null and void and of no further force or effect, and said Section 4 shall be and be deemed deleted in its entirety from the Lease as herein amended.

5. The Lessee shall pay basic rental to the Port Authority commencing on January 1, 2000 and continuing throughout the term of the letting as follows: (a) during the period from January 1, 2000 through December 31, 2000, both dates inclusive, at the annual rate of Five Million Eight Hundred Forty-three Thousand Two Hundred Fifty Dollars and No Cents ($5,843,250.00) payable in advance in equal monthly installments of Four Hundred Eighty-six Thousand Nine Hundred Thirty-seven Dollars and Fifty Cents ($486,937.50) on January 1, 2000 and on the first day of each calendar month thereafter during such period; (b) during the period from January 1, 2001 through December 31, 2001, both dates inclusive, at the annual rate of Five Million Nine Hundred Sixty Thousand One Hundred Fifteen Dollars and No Cents ($5,960,115.00) payable in advance in equal monthly installments of Four Hundred Ninety-six Thousand Six Hundred Seventy-six Dollars and Twenty-five Cents ($496,676.25) on January 1, 2001 and on the first day of each calendar month thereafter during such period; (c) during the period from January 1, 2002 through December 31, 2002, both dates inclusive, at the annual rate of Six Million Seventy-nine Thousand Three Hundred Seventeen Dollars and Thirty Cents ($6,079,317.30) payable in advance in equal monthly installments of Five Hundred Six Thousand Six Hundred Nine Dollars and Seventy-eight Cents ($506,609.78) on January 1, 2002 and on the first day of each calendar month thereafter during such period; (d) during the period from January 1, 2003 through December 31, 2003, both dates inclusive, at the annual rate of Six Million Two Hundred Thousand Nine Hundred Three Dollars and Sixty-five Cents ($6,200,903.65) payable in advance in equal monthly installments of Five Hundred Sixteen Thousand Seven Hundred Forty-one Dollars

and Ninety-seven Cents ($516,741.97) on January 1, 2003 and on the first day of each calendar month thereafter during such period; (e) during the period from January 1, 2004 through December 31, 2004, both dates inclusive, at the annual rate of Six Million Three Hundred Twenty-four Thousand Nine Hundred Twenty-one Dollars and Seventy-two Cents ($6,324,921.72) payable in advance in equal monthly installments of Five Hundred Twenty-seven Thousand Seventy-six Dollars and Eight-one Cents ($527,076.81) on January 1, 2004 and on the first day of each calendar month thereafter during such period; (f) during the period from January 1, 2005 through December 31, 2005, both dates inclusive, at the annual rate of Six Million Four Hundred Fifty-one Thousand Four Hundred Twenty Dollars and Fifteen Cents ($6,451,420.15) payable in advance in equal monthly installments of Five Hundred Thirty-seven Thousand Six Hundred Eighteen Dollars and Thirty-five Cents ($537,618.35) on January 1, 2005 and on the first day of each calendar month thereafter during such period; (g) during the period from January 1, 2006 through December 31, 2006, both dates inclusive, at the annual rate of Six Million Five Hundred Eighty Thousand Four Hundred Forty-eight Dollars and Fifty-six Cents ($6,580,448.56) payable in advance in equal monthly installments of Five Hundred Forty-eight Thousand Three Hundred Seventy Dollars and Seventy-one Cents ($548,370.71) on January 1, 2006 and on the first day of each calendar month thereafter during such period; (h) during the period from January 1, 2007 through December 31, 2007, both dates inclusive, at the annual rate of Six Million Seven Hundred Twelve Thousand Fifty-seven Dollars and Fifty-three Cents ($6,712,057.53) payable in advance in equal monthly installments of Five Hundred Fifty-nine Thousand Three Hundred Thirty-eight Dollars and Thirteen Cents ($559,338.13) on January 1, 2007 and on the first day of each calendar month thereafter during such period; (i) during the period from January 1, 2008 through December 31, 2008, both dates inclusive, at the annual rate of Six Million Eight Hundred Forty-six Thousand Two Hundred Ninety-eight Dollars and Sixty-eight Cents ($6,846,298.68) payable in advance in equal monthly installments of Five Hundred Seventy Thousand Five Hundred Twenty-four Dollars and Eighty-nine Cents ($570,524.89) on January 1, 2008 and on the first day of each calendar month thereafter during such period; (j) during the period from January 1, 2009 through December 31, 2009, both dates inclusive, at the annual rate of Six Million Nine Hundred Eighty-three Thousand Two Hundred Twenty-four Dollars and Sixty-five Cents ($6,983,224.65) payable in advance in equal monthly installments of Five Hundred Eighty-one Thousand Nine Hundred Thirty-five Dollars and Thirty-nine Cents ($581,935.39) on January 1, 2009 and on the first day of each calendar month thereafter during such period; (k) during the period from January 1, 2010 through December 31, 2010, both

dates inclusive, at the annual rate of Seven Million One Hundred Twenty-two Thousand Eight Hundred Eighty-nine Dollars and Fourteen Cents ($7,122,889.14) payable in advance in equal monthly installments of Five Hundred Ninety-three Thousand Five Hundred Seventy-four Dollars and Ten Cents ($593,574.10) on January 1, 2010 and on the first day of each calendar month thereafter during such period; (l) during the period from January 1, 2011 through December 31, 2011, both dates inclusive, at the annual rate of Seven Million Two Hundred Sixty-five Thousand Three Hundred Forty-six Dollars and Ninety-three Cents ($7,265,346.93) payable in advance in equal monthly installments of Six Hundred Five Thousand Four Hundred Forty-five Dollars and Fifty-eight Cents ($605,445.58) on January 1, 2011 and on the first day of each calendar month thereafter during such period; (m) during the period from January 1, 2012 through December 31, 2012, both dates inclusive, at the annual rate of Seven Million Four Hundred Ten Thousand Six Hundred Fifty-three Dollars and Eighty-seven Cents ($7,410,653.87) payable in advance in equal monthly installments of Six Hundred Seventeen Thousand Five Hundred Fifty-four Dollars and Forty-nine Cents ($617,554.49) on January 1, 2012 and on the first day of each calendar month thereafter during such period; (n) during the period from January 1, 2013 through December 31, 2013, both dates inclusive, at the annual rate of Seven Million Five Hundred Fifty-eight Thousand Eight Hundred Sixty-six Dollars and Ninety-four Cents ($7,558,866.94) payable in advance in equal monthly installments of Six Hundred Twenty-nine Thousand Nine Hundred Five Dollars and Fifty-eight Cents ($629,905.58) on January 1, 2013 and on the first day of each calendar month thereafter during such period; (o) during the period from January 1, 2014 through December 31, 2014, both dates inclusive, at the annual rate of Seven Million Seven Hundred Ten Thousand Forty-four Dollars and Twenty-eight Cents ($7,710,044.28) payable in advance in equal monthly installments of Six Hundred Forty-two Thousand Five Hundred Three Dollars and Sixty-nine Cents ($642,503.69) on January 1, 2014 and on the first day of each calendar month thereafter during such period; (p) during the period from January 1, 2015 through December 31, 2015, both dates inclusive, at the annual rate of Seven Million Eight Hundred Sixty-four Thousand Two Hundred Forty-five Dollars and Seventeen Cents ($7,864,245.17) payable in advance in equal monthly installments of Six Hundred Fifty-five Thousand Three Hundred Fifty-three Dollars and Seventy-six Cents ($655,353.76) on January 1, 2015 and on the first day of each calendar month thereafter during such period; (q) during the period from January 1, 2016 through December 31, 2016, both dates inclusive, at the annual rate of Eight Million Twenty-one Thousand Five Hundred Thirty Dollars and Seven Cents ($8,021,530.07) payable in advance in equal monthly installments

of Six Hundred Sixty-eight Thousand Four Hundred Sixty Dollars and Eighty-four Cents ($668,460.84) on January 1, 2016 and on the first day of each calendar month thereafter during such period; (r) during the period from January 1, 2017 through December 31, 2017, both dates inclusive, at the annual rate of Eight Million One Hundred Eighty-one Thousand Nine Hundred Sixty Dollars and Sixty-seven Cents ($8,181,960.67) payable in advance in equal monthly installments of Six Hundred Eighty-one Thousand Eight Hundred Thirty Dollars and Six Cents ($681,830.06) on January 1, 2017 and on the first day of each calendar month thereafter during such period; (s) during the period from January 1, 2018 through December 31, 2018, both dates inclusive, at the annual rate of Eight Million Three Hundred Forty-five Thousand Five Hundred Ninety-nine Dollars and Eighty-nine Cents ($8,345,599.89) payable in advance in equal monthly installments of Six Hundred Ninety-five Thousand Four Hundred Sixty-six Dollars and Sixty-six Cents ($695,466.66) on January 1, 2018 and on the first day of each calendar month thereafter during such period; and (t) during the period from January 1, 2019 through December 31, 2019, both dates inclusive, at the annual rate of Eight Million Five Hundred Twelve Thousand Five Hundred Eleven Dollars and Eighty-eight Cents ($8,512,511.88) payable in advance in equal monthly installments of Seven Hundred Nine Thousand Three Hundred Seventy-five Dollars and Ninety-nine Cents ($709,375.99) on January 1, 2019 and on the first day of each calendar month thereafter during such period.

6. The Lessee shall pay a container throughput rental (hereinafter called the "Container Throughput Rental") and a non-container throughput rental (hereinafter called the "Non-container Throughput Rental") to the Port Authority in accordance with the provisions of this paragraph.

(a) For purposes of this paragraph and for all other purposes under the Lease as herein amended the following terms shall have the respective meanings provided below:

(1) "Lease Year" shall mean each twelve-month period commencing on January 1st and ending on December 31st to occur during the period commencing on January 1, 2000 and continuing throughout the term of the letting under the Lease as herein amended;

(2) "Throughput Lease Year" shall mean as the context requires the period commencing on the later of (i) January 1, 2004 or (ii) January 1st of the first Lease Year following the completion of the "Forty-five Foot Channel Deepening" (as such term is defined in subdivision (3) of this

subparagraph) (which commencement date as so determined is hereinafter called the "Throughput Lease Year Commencement Date") and ending on the first December 31st following the Throughput Year Commencement Date and each Lease Year thereafter occurring during the term of the letting under the Lease as herein amended;

(3) "Forty-five Foot Channel Deepening" shall mean the following work to be performed by the United States Army Corps of Engineers (hereinafter called "the Corps") or such successor or other United States agency performing the present functions of the Corps: the completion of a channel of a depth of at least forty-five (45) feet below mean low water in the Kill Van Kull and the northernmost portion of the Arthur Kill sufficient to allow passage of a single ship at one time to or from the Facility. The term "mean low water" as used in this subdivision shall mean mean low water as most recently at the time of execution of this Agreement determined by observations of the United States Coast and Geodetic Survey;

(4) "Qualified Containers" shall mean cargo containers (or similar cargo conveyances ((if any)) which shall generally replace, succeed or complement present cargo containers) loaded onto or discharged from vessels berthing at the Facility (whether or not stuffed or stripped at the Facility, whether or not so loaded or discharged by means of container cranes, and whether or not empty or containing cargo), including without limitation any specialized cargo containers such as flat-racks (flat-racks when empty and bundled together as one unit shall be counted as one container), and shall also be deemed to mean mafis and trailers; but shall not mean containers arriving on shipboard and departing on the same ship and the same voyage if such containers are merely unloaded from the ship at the Facility and reloaded in the course of a restowing operation or are merely moved from one location to another location on the same ship in the course of a shifting operation. Containers discharged from vessels berthing at the Facility and loaded onto vessels berthing at the Facility in the course of a transshipment operation shall be deemed to have been both discharged from such vessels and loaded onto such vessels in one discrete operation for purposes of the computation of the rental payable under this paragraph;

(5) "Non-container Cargo" shall mean cargo not in cargo containers loaded onto or discharged from vessels berthing at the Facility;

(6) "Revenue Ton" shall mean one long ton (a weight of 2,240 pounds) or a measurement ton (40 cubic feet) as determined by the Port Authority acting in its sole discretion;

(7) "Exemption Number" shall mean the sum of one hundred seventeen thousand six hundred (117,600);

Whenever reference is made to the Exemption Number, it shall mean the Exemption Number adjusted by operation of the proration provisions of the Lease as herein amended.

(8) "Tier 1 Number of Containers" shall mean, for each Throughput Lease Year, the number of Qualified Containers from one hundred seventeen thousand six hundred one (117,601) Qualified Containers through three hundred twenty-three thousand seven hundred (323,700) Qualified Containers;

(9) "Tier 2 Number of Containers" shall mean, for each Throughput Lease Year, the number of Qualified Containers above three hundred twenty-three thousand seven hundred (323,700) Qualified Containers.

(b) The Lessee shall pay the Container Throughput Rental for each Throughput Lease Year from the Throughput Lease Year Commencement Date through the expiration of the term of the letting under the Lease as herein amended in an amount equal to the combined product obtained by (1) multiplying the tier 1 throughput rental rate (hereinafter called the "Tier 1 Rental Rate") applicable for the Throughput Lease Year by the Tier 1 Number of Containers loaded onto or discharged from vessels berthing at the Facility during such Throughput Lease Year; and (2) multiplying the tier 2 throughput rental rate (hereinafter called the "Tier 2 Rental Rate") applicable for the Throughput Lease Year by the Tier 2 Number of Containers loaded onto or discharged from vessels berthing at the Facility during such Throughput Lease Year. The Tier 1 Rental Rates and the Tier 2 Rental Rates for each Throughput Lease Year are as set forth in Schedule A annexed hereto.

(c) The computation of the Container Throughput Rental for each Throughput Lease Year, or a portion of a Throughput Lease Year, shall be individual to such Throughput Lease Year, or such portion of a Throughput Lease Year, and without relation to any other Throughput Lease Year, or any other portion of any Throughput Lease Year. The time for making payment of the Container Throughput Rental, and the method of calculation thereof, shall be as set forth in subparagraph (d) of this paragraph. The Container Throughput Rental shall be payable on a

monthly basis, as set forth in subparagraph (d) of this paragraph, based on the number of Qualified Containers loaded onto or discharged from vessels berthing at the Facility during the month.

(d) The Lessee shall pay the Container Throughput Rental as follows:

(1) On the last day of the February following the January in which the Throughput Lease Year Commencement Date shall occur, and on the 30th day of each and every month thereafter occurring during the Throughput Lease Year in which the Throughput Lease Year Commencement Date shall occur and during each subsequent Throughput Lease Year occurring during the term of the letting (or the 28th day if a February and the 29th day of February if a leap year), including the month following the end of each such Throughput Lease Year, the Lessee shall render to the Port Authority a statement certified by a responsible officer of the Lessee showing the total number of Qualified Containers loaded onto or discharged from vessels berthing at the Facility during the preceding month and the cumulative number of Qualified Containers loaded onto or discharged from vessels berthing at the Facility from the date of the commencement of the Throughput Lease Year for which the report is made through the last day of the preceding month; each monthly statement shall be accompanied by monthly vessel activity reports to substantiate the statement, showing the total number of Qualified Containers loaded onto or discharged from vessels berthing at the Facility during the month for which the report is made.

(2) From and after the Throughput Lease Year Commencement Date, whenever any monthly statement shall show that the cumulative number of Qualified Containers loaded onto or discharged from vessels berthing at the Facility during the Throughput Lease Year for which the report is made is in excess of the Exemption Number, the Lessee shall pay to the Port Authority at the time of rendering such statement and at the time of rendering each subsequent monthly statement for such Throughput Lease Year, and the month following such Throughput Lease Year, an amount equal to the product obtained by multiplying the Tier 1 Rental Rate by the Tier 1 Number of Containers, as the case may be, loaded onto or discharged from vessels berthing at the Facility during the month for which such report is made and the product obtained by multiplying the Tier 2 Rental Rate by the Tier 2 Number of Containers, as the case may be, loaded onto or discharged from vessels berthing at the Facility during the month for which such report is made.

(e) Upon any termination of the letting hereunder (even if stated to have the same effect as expiration), the number of Qualified Containers shall be reported and the Container Throughput Rental shall be paid on the 30th day of the first month following the month in which the effective date of such termination occurs, as follows: the Lessee shall render to the Port Authority a statement certified by a responsible officer of the Lessee showing the total number of Qualified Containers loaded onto or discharged from vessels berthing at the Facility during the Throughput Lease Year in which the effective date of termination falls; the payment then due on account of all Container Throughput Rental for the Throughput Lease Year in which the effective date of termination falls shall be the excess of the Container Throughput Rental for such Throughput Lease Year, computed as follows, over the total of all Container Throughput Rental payments previously made by the Lessee for such Throughput Lease Year: an amount equal to the combined product obtained by (1) multiplying the Tier 1 Rental Rate by the Tier 1 Number of Containers, as the case may be, loaded onto or discharged from vessels berthing at the Facility during such Throughput Lease Year, and (2) multiplying the Tier 2 Rental Rate by the Tier 2 Number of Containers, as the case may be, loaded onto or discharged from vessels berthing at the Facility during such Throughput Lease Year, with the Exemption Number, the Tier 1 Number of Containers, and the Tier 2 Number of Containers all being multiplied by a fraction, the numerator of which shall be the number of days from the commencement of such Throughput Lease Year to the effective date of termination and the denominator of which shall be 365. Any amount of the Container Throughput Rental determined to be owed to the Port Authority pursuant to such calculation shall be paid by the Lessee at the time of rendering the statement.

(f) The Lessee shall pay to the Port Authority the Non-container Throughput Rental with respect to Non-container Cargo for each Lease Year to occur during the term of the letting under the Lease as herein amended equal to the product obtained by multiplying the total number of Revenue Tons of Non-container Cargo loaded onto or discharged from vessels berthing at the Facility during the Lease Year by the respective wharfage charge for such cargo set forth in the Port Authority tariff for Port Authority Marine Terminals published in FMC Schedule PA-10 (or any successor tariff) as such charges may be amended from time to time during the term of the letting. The Non-container Throughput Rental shall be payable on a monthly basis, as set forth in subparagraph (g) of this paragraph, based on the number

of Revenue Tons of Non-container Cargo loaded onto or discharged from vessels berthing at the Facility during the month.

(g) The Lessee shall pay the Non-container Throughput Rental as follows: on the last day of the February following the January of the first Lease Year, and on the 30th day of each and every month thereafter occurring during such first Lease Year and during each subsequent Lease Year occurring during the term of the letting (or the 28th day if a February and the 29th day of February if a leap year), including the month following the end of each such Lease Year, the Lessee shall render to the Port Authority a statement certified by a responsible officer of the Lessee showing the total number of Revenue Tons of Non-container Cargo loaded onto or discharged from vessels berthing at the Facility during the preceding month and the cumulative number of Revenue Tons of Non-container Cargo loaded onto or discharged from vessels berthing at the Facility from the commencement of the Lease Year for which the report is made through the last day of the preceding month; each monthly statement shall be accompanied by monthly vessel activity reports to substantiate the statement, showing the total number of Revenue Tons of Non-container Cargo loaded onto or discharged from vessels berthing at the Facility during the month for which the report is made. The Lessee shall pay any amount of Non-container Throughput Rental due under this paragraph at the time of rendering said report.

(h) The rentals payable under this paragraph shall not be subject to abatement or suspension or reduction for any reason whatsoever.

(i) From and after the effective date of this Agreement, and notwithstanding that the Throughput Lease Year Commencement Date has not then occurred, the Lessee agrees that it will provide the Port Authority with the certified statements and required information as set forth in subdivision (1) of subparagraph (d) of this paragraph as if the Throughput Lease Year Commencement Date had occurred. Nothing in this subdivision shall create or be deemed to create any obligation on the part of the Lessee to pay the Container Throughput Rental prior to the Throughput Lease Year Commencement Date.

7. (a) Effective from and after January 1, 2000, the Lessee shall be entitled to credits against the monthly installments of basic rental payable under paragraph 5 of this Agreement as follows:

(1) a credit in the amount per month set forth in Schedule B-1 annexed hereto commencing on January 1, 2000 and continuing through but not after the date of completion of the extension of the face of the wharf for "the berthing area" (as defined in Section 1 of the Lease) by approximately five hundred (500) feet as shown by the designations "SOUTH WHARF EXTENSION" and "NORTH WHARF EXTENSION" on the sketch attached hereto, hereby made a part hereof and marked "Exhibit A-4" and the completion of the "Initial Forty-one Foot Berth Deepening" (as defined in paragraph 11(a)(2) of this Agreement) and the "Initial Thirty-five Foot Berth Deepening" (as defined in paragraph 11(a)(3) of this Agreement);

(2) a credit in the amount per month set forth in Schedule B-2 annexed hereto commencing on January 1, 2000 and continuing through but not after the date of completion of the construction of an intermodal rail terminal on or adjacent to the Facility which provides rail access to the State of New Jersey; and

(3) a credit in the amount per month set forth in Schedule B-3 annexed hereto commencing on January 1, 2000 and continuing through but not after the date of completion of the "Forty-one Foot Channel Deepening", as such term is defined in subparagraph (b) of this paragraph.

In the event that the date upon which the respective credit expires as set forth above in subdivision (1), (2) or (3) of this subparagraph shall occur on other than the last day of a calendar month, then the monthly amount of the respective credit for the calendar month in which such date of expiration occurs shall be prorated based on the number of days from the first day of the calendar month in which such expiration date occurs through such expiration date. Neither the whole nor any part of any rental credit provided for in this subparagraph shall be or become or shall constitute a debt due and owing from the Port Authority to the Lessee nor shall said amount be recoverable or applicable in any manner other than as specifically provided for in this subparagraph, including but not limited to a set-off or counterclaim in any action by the Port Authority against the Lessee for rental or other claims.

(b) For purposes of this Agreement, the term "Forty-one Foot Channel Deepening" shall mean the following work to be performed by the Corps or such successor or other United States agency performing the present functions of the Corps: the completion of a channel of a depth of at least forty-one (41) feet below mean low water in the Kill Van Kull and the

northernmost portion of the Arthur Kill sufficient to allow passage of a single ship at one time to or from the Facility. The term "mean low water" as used in this subparagraph shall mean mean low water as most recently at the time of execution of this Agreement determined by observations of the United States Coast and Geodetic Survey.

(c) In the event that the basic rental payable under paragraph 5 hereof shall be reduced or abated, the rental credits set forth in subdivisions (1), (2) and (3) of subparagraph (a) of this paragraph shall each be reduced proportionately to any such reduction or abatement of said basic rental during the period of any such reduction or abatement. Nothing contained in this subparagraph shall grant or be deemed to grant to the Lessee any right to any reduction or abatement of the basic rental payable under paragraph 5 hereof.

8. The Port Authority and the Lessee contemplate entering into a transaction whereby the Port Authority will sell to the Lessee and the Lessee will purchase from the Port Authority the seven container cranes described in paragraph (a) of Section 5 of the Lease and let to the Lessee by the Port Authority under the provisions of said Section 5 (which seven cranes are hereinafter collectively called the "Cranes"), all as more fully described in the Bill of Sale, a form of which is attached hereto, hereby made a part hereof and marked "Exhibit C". In the event that the sale of the Cranes by the Port Authority to the Lessee referred to in the immediately preceding sentence shall be consummated, then effective from and after December 1, 2002, the obligation of the Lessee to pay "the minimum crane rental" and the "crane rental", as both terms are defined in paragraph (b) of Section 6 of the Lease, shall be null and void and of no further force or effect, and Section 5 and Section 6 of the Lease in their entirety shall be and be deemed deleted from the Lease as herein amended. Nothing contained in this Agreement shall relieve, reduce or affect in any way the obligations of the Lessee to pay to the Port Authority the minimum crane rental and crane rental owed through November 30, 2002. In addition, nothing contained in this Agreement shall create or be deemed to create any obligation on the part of the Port Authority to sell the Cranes or any of them to the Lessee.

9. (a) For purposes of this paragraph and for all other purposes under the Lease as herein amended the following terms shall have the respective meanings provided below:

(1) "Facility Rental Start Date" shall mean December 1, 2002;

(2) "Facility Rental Payment Period" shall mean the period commencing on the Facility Rental Start Date and ending on November 30, 2010.

(b) In the event that the sale of the Cranes by the Port Authority to the Lessee as set forth in paragraph 8 hereof shall be consummated, then in addition to all other rentals payable by the Lessee under the Lease as herein amended, the Lessee shall pay to the Port Authority a facility rental (hereinafter called the "Facility Rental") at the monthly rate of Ninety-five Thousand Thirty-eight Dollars and No Cents ($95,038.00), which rental shall be payable in advance on the Facility Rental Start Date and on the first day of each calendar month thereafter occurring during the Facility Rental Payment Period. The Facility Rental shall not be subject to abatement or suspension or reduction for any reason whatsoever.

10. Effective January 1, 2000, the obligations of the Lessee set forth in paragraph (b) of Section 28 of the Lease entitled "Survival of the Obligations of the Lessee" shall include the following obligations in the event of the termination of the Lease as herein amended under Section 25 of said Lease entitled "Termination":

> "(5) on account of the basic rental payable under paragraph 5 of this Agreement and the Facility Rental payable under paragraph 9 of this Agreement, an amount equal to the then present value of all such basic rental and Facility Rental payable with respect to the Facility as provided for in the Lease as herein amended for the entire term following the effective date of termination, as originally fixed in the Lease, less the amount thereof which may have been actually paid to the Port Authority by the Lessee.
>
> (6) on account of the Container Throughput Rental payable under paragraph 6 of this Agreement, an amount equal to the amount of such rental which would have been paid by the Lessee during the balance of the term if there had been no termination or cancellation or re-entry, regaining or resumption of possession (any of the foregoing in this subparagraph being called a "Termination"). Such amount shall be calculated in accordance with the following: the Tier 1 Rental Rate and the Tier 2 Rental Rate (as said rates would have escalated in the Throughput Lease Years remaining in the term of letting at the time of the Termination)

shall be applied respectively to the "annual number of the Tier 1 Number of Containers" and the "annual number of the Tier 2 Number of Containers," as defined below, and the result so obtained shall be multiplied by the number of full Throughput Lease Years remaining in the term of the letting at the time of the Termination. The "annual number of the Tier 1 Number of Containers" and the "annual number of the Tier 2 Number of Containers" shall be, respectively, the Tier 1 Number of Containers and the Tier 2 Number of Containers loaded onto or discharged from vessels berthing at the Facility during the last full Throughput Lease Year to occur prior to the Termination. In the event that the Termination shall be on other than the last day of a Throughput Lease Year, for purposes of calculating the rental due hereunder for the period from the day after the Termination through the end of the Throughput Lease Year in which the Termination shall occur, the Exemption Number, the Tier 1 Number of Containers, and the Tier 2 Number of Containers shall each be prorated for the period from the day after the Termination through the end of the Throughput Lease Year in which the Termination shall occur.

(7) on account of the Non-container Throughput Rental payable under paragraph 6 of this Agreement, an amount equal to the amount of such rental which would have been paid by the Lessee during the balance of the term if there had been no termination or cancellation or re-entry, regaining or resumption of possession (any of the foregoing in this subparagraph being called a "Termination"). Such amount shall be calculated in accordance with the following: the applicable charge per Revenue Ton prevailing at the time of Termination shall be multiplied by the "average number of revenue tons per month" as defined below and the product so obtained shall in turn be multiplied by the number of full calendar months remaining in the term of the letting at the time of Termination. The "average number of revenue tons per month" shall be calculated by dividing the total number of Revenue Tons of Non-container Cargo loaded onto or discharged from vessels berthing at the Facility during the last full twelve months immediately preceding the Termination by twelve (12)."

11. From and after the effective date of this Agreement, the provisions of paragraph (e) of Section 16 of the

Lease entitled "Maintenance and Repair" shall be null and void and of no further force or effect, and said paragraph (e) shall be and be deemed deleted from the Lease as herein amended. From and after the effective date of this Agreement, the following provisions shall apply to the maintenance of the depths of the berthing area:

(a) (1) Upon sixty (60) days' notice from the Lessee that any part of the berthing area shown in diagonal crosshatching on Exhibit A-1 annexed to the Lease has shallowed to a depth of thirty-nine (39) feet below mean low water, the Port Authority, at no expense to the Lessee, shall proceed (to the extent permitted by governmental authorities having jurisdiction) to dredge such part of the berthing area specified in the said notice (or such portion thereof as may be necessary), either directly or through a contractor, to a depth of forty-one (41) feet below mean low water. Upon sixty (60) days' notice from the Lessee that any part of the berthing area shown in diagonal hatching on Exhibit A-1 annexed to the Lease has shallowed to a depth of thirty-three (33) feet below mean low water, the Port Authority, at no expense to the Lessee, shall proceed (to the extent permitted by governmental authorities having jurisdiction) to dredge such part of the berthing area specified in the said notice (or such portion thereof as may be necessary), either directly or through a contractor, to a depth of thirty-five (35) feet below mean low water. The term "mean low water" as used in this subdivision shall mean mean low water as most recently at the time of execution of this Agreement determined by observations of the United States Coast and Geodetic Survey. Notwithstanding the foregoing, any dredging required under this subdivision shall be only such as shall produce (or leave in place) such depths and slopes as may be required in the opinion of the Port Authority for underwater support of structures, which opinion shall be controlling.

(2) From and after such time that the deepening of the berthing area shown in diagonal crosshatching on Exhibit A-4 (which part of the berthing area is hereinafter called "the Northern Extension") to a depth of forty-one (41) feet below mean low water has been completed (which deepening is hereinafter called the "Initial Forty-one Foot Berth Deepening"), then upon sixty (60) days' notice from the Lessee that any part of the Northern Extension has shallowed to a depth of thirty-nine (39) feet below mean low water, the Port Authority, at no expense to the Lessee, shall proceed (to the extent permitted by governmental authorities having jurisdiction) to dredge such part of the berthing area specified in the said notice (or such portion thereof as may be necessary), either directly or through

a contractor, to a depth of forty-one (41) feet below mean low water. The term "mean low water" as used in this subdivision shall mean mean low water as most recently at the time of execution of this Agreement determined by observations of the United States Coast and Geodetic Survey. Notwithstanding the foregoing, any dredging required under this subdivision shall be only such as shall produce (or leave in place) such depths and slopes as may be required in the opinion of the Port Authority for underwater support of structures, which opinion shall be controlling. Nothing contained in this subdivision shall create or be deemed to create any obligation on the part of the Port Authority to perform the Initial Forty-one Foot Berth Deepening.

(3) From and after such time that the deepening of the berthing area shown in diagonal hatching on Exhibit A-4 (which part of the berthing area is hereinafter called "the Southern Extension") to a depth of thirty-five (35) feet below mean low water has been completed (which deepening is hereinafter called the "Initial Thirty-five Foot Berth Deepening"), then upon sixty (60) days' notice from the Lessee that any part of the Southern Extension has shallowed to a depth of thirty-three (33) feet below mean low water, the Port Authority, at no expense to the Lessee, shall proceed (to the extent permitted by governmental authorities having jurisdiction) to dredge such part of the berthing area specified in the said notice (or such portion thereof as may be necessary), either directly or through a contractor, to a depth of thirty-five (35) feet below mean low water. The term "mean low water" as used in this subdivision shall mean mean low water as most recently at the time of execution of this Agreement determined by observations of the United States Coast and Geodetic Survey. Notwithstanding the foregoing, any dredging required under this subdivision shall be only such as shall produce (or leave in place) such depths and slopes as may be required in the opinion of the Port Authority for underwater support of structures, which opinion shall be controlling. Nothing contained in this subdivision shall create or be deemed to create any obligation on the part of the Port Authority to perform the Initial Thirty-five Foot Berth Deepening.

(b) Notwithstanding any other provision of this paragraph, in the event that the Port Authority shall determine that the Estimated Cubic Yard Cost, as hereinafter defined, will exceed Eighty Dollars and No Cents ($80.00) (which amount is hereinafter called "the Base Cost"), the Port Authority shall not be obligated to perform the dredging work set forth in subparagraph (a) of this paragraph unless the Lessee shall pay for any amount of the Estimated Cubic Yard Cost which shall

exceed the Base Cost. "The Estimated Cubic Yard Cost" shall mean the cost on average of dredging the portion of the berthing area described in the Lessee's notice given to the Port Authority under the aforesaid subparagraph (a) per cubic yard calculated from the difference in bottom elevations as determined by pre-dredge soundings and the bottom elevations (including normal overdredge amounts) called for hereunder, with such estimate to include, but not be limited to, the cost of dredging, transportation, processing (including amendment, separation, removal, transportation and disposal of trash and debris), disposal (including mobilization at disposal sites) of any dredged material, insurances, compliance with environmental laws and obtaining necessary permits, work to address unanticipated site conditions, and a Port Authority overhead charge of fifteen percent (15%) of all such other costs. In the event that the Port Authority shall determine that the Estimated Cubic Yard Cost of any such dredging will exceed the Base Cost, the Port Authority shall so notify the Lessee and the Lessee shall have the right to elect to have the dredging performed subject to its obligation to pay for any such excess cost. In the event that the Lessee shall not elect to pay such excess cost of the dredging, the Port Authority shall be relieved of its obligation to perform such dredging until such time, if ever, that it shall determine that the Estimated Cubic Yard Cost of such dredging does not exceed the Base Cost. The Base Cost shall be subject to adjustment during the term of the letting under the Lease as herein amended in accordance with the provisions of subparagraph (c) of this paragraph.

(c) As used in this subparagraph:

(1) "Index" shall mean the Construction Cost Index published by ENR Magazine.

(2) "Base Period" shall mean the calendar month of March 2003.

(3) "Adjustment Period" shall mean, as the context requires, the calendar month of March 2004 and the calendar month of March in each calendar year which thereafter occurs during the term of the letting under the Lease as herein amended.

(4) "Anniversary Date" shall mean, as the context requires, April 1, 2004 and each anniversary of such date which thereafter occurs during the term of the letting under the Lease as herein amended.

(5) "Percentage Change" shall mean the percentage of change in the Index on each Anniversary Date equal to a fraction the numerator of which shall be the difference between (i) the Index for the Adjustment Period immediately preceding such Anniversary Date and (ii) the Index for the Adjustment Period immediately preceding the Anniversary Date which immediately precedes such Anniversary Date, and the denominator of which shall be the Index for the Adjustment Period immediately preceding the Anniversary Date which immediately precedes such Anniversary Date.

Commencing on each Anniversary Date and for the period commencing with such Anniversary Date and continuing through the day preceding the next Anniversary Date, or the expiration date of the term of the letting under the Lease as herein amended, as the case may be, the Base Cost set forth in subparagraph (b) of this paragraph shall be adjusted by adding to or subtracting from the Base Cost, as the case may be, the product obtained by multiplying the Base Cost by the Percentage Change for such Anniversary Date. For purposes of any adjustment under this subparagraph, the Base Cost employed in the calculation described in the immediately preceding sentence shall be the Base Cost as previously adjusted under this paragraph.

In the event the Index shall hereafter be converted to a different standard reference base or otherwise revised or ENR Magazine shall cease to publish the Index, then for the purposes hereof there shall be substituted for the Index such other appropriate index or indices properly reflecting changes in construction costs in a manner similar to that established in the Index used in the latest adjustment as the Port Authority may in its discretion determine. If after an adjustment in the Base Cost shall have been fixed for any period, the Index used for computing such adjustment shall be changed or adjusted, then the adjustment of the Base Cost for that period shall be recomputed accordingly.

(d) Notwithstanding any other provision of this paragraph, the Port Authority shall not be obligated to perform the dredging work set forth in subparagraph (a) of this paragraph as to any part of the portion of the berthing area described in the Lessee's notice given to the Port Authority under the aforesaid subparagraph as long as any vessel or other floating structure, equipment or other personal property (whether or not intended to be floating) is sunk, settled or partially or wholly submerged in such part of the berthing area. The provisions of this subparagraph shall be applicable whether or not the aforesaid object is owned by the Lessee or is connected in any

way with the Lessee or its occupancy of or operations at the premises. The Port Authority shall have no obligation to raise or remove any such object unless its presence in the berthing area predates the effective date of the Lease as herein amended or is the result of the sole negligence or willful act of the Port Authority.

12. The Port Authority and the Lessee acknowledge and agree that their respective obligations set forth in Section 16 of the Lease (as said Section 16 is amended by paragraph 11 of this Agreement) shall apply to the improvements to the Facility constituting and incidental to the extension of the face of the wharf for the berthing area by approximately five hundred (500) feet as shown on Exhibit A-4 upon completion of said improvements. The Port Authority and the Lessee further acknowledge and agree that for all purposes of the Lease as herein amended the berthing area shall extend one hundred forty-five (145) feet from the face of the wharf as shown on Exhibit A-4.

13. Effective from and after January 1, 2000, the provisions of Section 53 of the Lease entitled "Rubble" shall be null and void and of no further force or effect, and said Section 53 shall be and be deemed deleted from the Lease as herein amended. Effective from and after January 1, 2000, the Lessee shall have no right to bring "rubble", as such term is defined in said Section 53, onto the Facility.

14. The Lessee acknowledges that it is contemplating the demolition of the "LCL Building", as such building is designated on Exhibit A annexed to the Lease. The Lessee agrees that in the event that it demolishes the LCL Building, it will be responsible for all costs and expenses of such demolition. Nothing contained in this paragraph shall grant or be deemed to grant to the Lessee the consent of the Port Authority to the demolition of the LCL Building.

15. If any event described in the Agreement of Lease dated as of March 31, 2003, by and between the Port Authority and the Lessee and denominated by Port Authority Lease Number HHT-6 (hereinafter called the "Other Lease") as a ground for termination or event of default, including without limitation thereto the events set forth in subparagraphs (1) through (11) of paragraph (a) of the Section of the Other Agreement entitled "Termination", shall occur, such event shall be a ground for termination under the Lease as herein amended in the same manner and to the same extent as if it had been explicitly enumerated in paragraph (a) of Section 25 of the Lease entitled "Termination".

16. The Port Authority and the Lessee acknowledge that as part of the extension of the berthing area described in paragraph 7(a)(1) of this Agreement, a portion of Richmond Terrace (shown on Exhibit A annexed to the Lease and on Exhibit A-4 annexed to this Agreement) was demapped and is proposed to be added to the premises under the "Basic Lease" (as defined in Section 34(1) of the Lease) and added to the premises under the Lease as herein amended (hereinafter called "the Proposed Additional Space"). In addition, it is proposed that a portion of the premises under the Lease as herein amended will be surrendered to create a turn-around area at the new terminus of Richmond Terrace (hereinafter called "the Proposed Surrendered Space"). The Port Authority and the Lessee agree that in the event of the addition of the Proposed Additional Space to the premises under the Lease as herein amended, the Lessee shall pay annual basic rental for each acre (including fractions thereof) of the Proposed Additional Space so added for each calendar year to occur during the period from the addition thereof through the expiration of the term of the letting at the respective annual rate set forth in the schedule attached hereto, hereby made a part hereof and marked "Schedule C" opposite the respective calendar year, with said annual basic rental to be payable in advance in equal monthly installments of one-twelfth (1/12) thereof on the first day of each calendar month to occur during such period. The Port Authority and the Lessee further agree that in the event of the surrender of the Proposed Surrendered Space, the annual basic rental payable under paragraph 5 of this Agreement shall be reduced for the period from the surrender thereof through the expiration of the term of the letting by an amount equal to the product obtained by multiplying the acreage of the Proposed Surrendered Space (including fractions thereof) and the annual rate set forth in Schedule C for the calendar year in which the surrender shall occur (hereinafter called "the Surrender Rate"), with such reduction to be applicable on a monthly basis in an amount equal to one-twelfth (1/12) of the Surrender Rate on the first day of each calendar month to occur during the remainder of the term of the letting. Nothing contained in this paragraph shall create or be deemed to create any obligation on the part of the Port Authority to add the Proposed Additional Space to the Lease as herein amended or to agree to or accept the Surrender the Proposed Surrendered Space.

17. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect.

18. The Lessee represents and warrants that no broker has been concerned in the negotiation of this Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation or execution of this Agreement.

19. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

20. This Agreement, together with the Lease (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

SECRETARY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

(Title) RICHARD M. LARRABEE DIRECTOR, PORT COMMERCE DEPT.

(Seal)

ATTEST:

_____
Secretary

HOWLAND HOOK CONTAINER TERMINAL, INC.

By _____

(Title) President

(Corporate Seal)

APPROVED:
FORM TERMS

JAB

SCHEDULE A

LEASE YEAR BEGINNING*	TIER 1 RENTAL RATE (117,601 TO 323,700)	TIER 2 RENTAL RATE (323,701 AND ABOVE)
Prior to January 1, 2004	$ 0.00	$ 0.00
January 1, 2004	$ 5.67	$ 4.25
January 1, 2005	$12.67	$ 9.50
January 1, 2006	$19.00	$14.25
January 1, 2007	$19.00	$14.25
January 1, 2008	$21.00	$15.75
January 1, 2009	$21.00	$15.75
January 1, 2010	$21.00	$15.75
January 1, 2011	$23.00	$16.95
January 1, 2012	$23.00	$16.95
January 1, 2013	$23.00	$16.95
January 1, 2014	$25.00	$18.15
January 1, 2015	$25.00	$18.15
January 1, 2016	$25.00	$18.15
January 1, 2017	$27.00	$19.35
January 1, 2018	$27.00	$19.35
January 1, 2019	$27.00	$19.35

* The Container Throughput Rental commences on the later of (1) the January 1st next following the completion of the Forty-five Foot Channel Deepening or (2) January 1, 2004.

SCHEDULE B-1

RENT CREDITS PRIOR TO EXTENSION OF BERTHING AREA*

Lease Year Beginning	Monthly Credits
01/01/00	$82,779.42
01/01/01	84,435.01
01/01/02	86,123.71
01/01/03	87,846.18
01/01/04	89,603.10
01/01/05	91,395.16
01/02/06	93,223.07
01/01/07	95,087.53
01/01/08	96,989.28
01/01/09	98,929.07
01/01/10	100,907.65
01/01/11	102,925.80
01/01/12	104,984.32
01/01/13	107,084.00
01/01/14	109,225.68
01/01/15	111,410.20
01/01/16	113,638.40
01/01/17	115,911.17
01/01/18	118,229.39
01/01/19	120,593.98

* Notwithstanding the listing above of all Lease Years, the rental credit shall terminate in accordance with the provisions of paragraph 7(a)(1) hereof upon the completion of the extension of the berthing area and the completion of the Initial Forty-one Foot Berth Deepening and the Initial Thirty-five Foot Berth Deepening.

SCHEDULE B-2

RENT CREDITS PRIOR TO AVAILABILITY OF INTERMODAL RAIL FACILITY*

Lease Year Beginning	Monthly Credits
01/01/00	$70,178.83
01/01/01	71,582.41
01.01/02	73,014.06
01/01/03	74,474.34
01/01/04	75,963.83
01/01/05	77,483.10
01/01/06	79,032.76
01/01/07	80,613.42
01/01/08	82,225.69
01/01/09	83,870.20
01/01/10	85,547.61
01/01/11	87,258.56
01/01/12	89,003.73
01/01/13	90,783.80
01/01/14	92,599.48
01/01/15	94,451.47
01/01/16	96,340.50
01/01/17	98,267.31
01/01/18	100,232.66
01/01/19	102,237.31

* Notwithstanding the listing above of all Lease Years, the rental credit shall terminate in accordance with the provisions of paragraph 7(a)(2) hereof upon completion of the intermodal rail facility providing rail access to New Jersey.

SCHEDULE B-3

RENT CREDITS PRIOR TO 41-FOOT CHANNEL DEEPENING*

Lease Year Beginning	Monthly Credits
01/01/00	$43,824.42
01/01/01	44,700.91
01/01/02	45,594.92
01/01/03	46,506.82
01/01/04	47,436.96
01/01/05	48,385.70
01/01/06	49,353.41
01/01/07	50,340.48
01/01/08	51,347.29
01/01/09	52,374.23
01/01/10	53,421.72
01/01/11	54,490.15
01/01/12	55,579.96
01/01/13	56,691.56
01/01/14	57,825.39
01/01/15	58,981.89
01/01/16	60,161.53
01/01/17	61,364.76
01/01/18	62,592.06
01/01/19	63,843.90

* Notwithstanding the listing above of all Lease Years, the rental credit shall terminate in accordance with the provisions of paragraph 7(a)(3) hereof upon completion of the Forty-one Foot Channel Deepening.

SCHEDULE C

Lease Year Beginning	Annual Rate
01/01/03	$42,183.02
01/01/04	43,026.68
01/01/05	43,887.21
01/01/06	44,764.96
01/01/07	45,660.25
01/01/08	46,573.46
01/01/09	47,504.93
01/01/10	48,455.03
01/01/11	49,424.13
01/01/12	50,412.61
01/01/13	51,420.86
01/01/14	52,449.28
01/01/15	53,498.26
01/01/16	54,568.23
01/01/17	55,659.59
01/01/18	56,772.78
01/01/19	57,908.24

EXHIBIT C

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, THAT:

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, a body corporate and politic created by Compact between the States of New York and New Jersey with the consent of the Congress of the United States of America and having an office and place of business at 225 Park Avenue South, New York, New York 10003 (hereinafter referred to as the "Seller"), for good and valuable consideration, does hereby sell, assign, transfer and set over unto HOWLAND HOOK CONTAINER TERMINAL, INC., a corporation organized and existing under the laws of the State of New York having an office and place of business at 300 Western Avenue, Staten Island, New York 10303 (hereinafter referred to as the "Purchaser"), its successors and assigns, all of Seller's right, title, and interest in and to the seven (7) cranes described in Schedule A annexed hereto and hereby made a part hereof (hereinafter collectively referred to as the "Cranes") located at the Howland Hook Container Terminal, in the Borough of Staten Island, County of Richmond and City of New York.

Seller hereby warrants that, at the time of execution and delivery of this Bill of Sale to Purchaser, Seller had legal title to the Cranes and good and lawful right to sell the Cranes, and that the Cranes were free of all liens and encumbrances.

PURCHASER ACKNOWLEDGES THAT IT HAS INSPECTED THE CRANES, IS FULLY FAMILIAR WITH THE CONDITION AND SUITABILITY OF THE CRANES FOR THEIR INTENDED USE, AND AGREES TO TAKE THE CRANES IN THEIR "AS IS CONDITION". SELLER MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION, FITNESS, QUALITY, MERCHANTABILITY OR SUITABILITY OF THE CRANES FOR THE PURCHASER'S INTENDED USE OR OTHERWISE. SELLER SHALL HAVE NO RESPONSIBILITY WHATSOEVER FOR THE RELOCATION, INSTALLATION OR MAINTENANCE OF THE CRANES OR ANY PART THEREOF, OR FOR THE PROVISION OF ANY PARTS THEREFOR OR IN CONNECTION THEREWITH.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Bill of Sale to be signed by duly authorized officers thereof as of the ___ day of _____, 2003.

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

(By)_____

(Title)_____

HOWLAND HOOK CONTAINER TERMINAL, INC.

(By)_____

(Title)_____

SCHEDULE A

Peiner No. 0101
IHI No. 8851
IHI No. 8852
IHI No. 8853
IHI No. 8855
Paceco No. 1253
Paceco No. 1254

Form - All-Purpose Ack. N.Y. (rev 9/1/99)

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 5th day of November in the year 2003, before me, the undersigned, a Notary Public in and for said state, personally appeared RICHARD M. LARRABEE DIRECTOR, PORT COMMERCE DEPT., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(~~s~~) whose name(~~s~~) is (~~are~~) subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ capacity(~~ies~~), and that by his/~~her~~/~~their~~ signature(~~s~~) on the instrument, the individual(~~s~~), or the person upon behalf of which the individual(~~s~~) acted, executed the instrument.

Marie M. Edwards
(notarial seal and stamp)

Marie M. Edwards
Notary Public, State of New York
No. 01ED4959693
Qualified in Kings County
Commission Expires Jan. 6, 2006

STATE OF New York)
) ss.
COUNTY OF Richmond)

On the 17th day of October in the year 2003, before me, the undersigned, a Notary Public in and for said state, personally appeared James J. Devine, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Caterina Ziegler
(notarial seal and stamp)

Caterina Ziegler
Notary Public, State of New York
Registration #01ZI6026214
Qualified In Richmond County
My Commission Expires 6-14-07

Port Authority Lease No. HHT-4
Supplement No. 10

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of September 30, 1999, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and HOWLAND HOOK CONTAINER TERMINAL, INC. (hereinafter called "the Lessee"),

WITNESSETH, That:

WHEREAS, heretofore and as of June 30, 1995, the Port Authority and the Lessee entered into an agreement of lease (hereinafter, as the said agreement of lease has been heretofore amended, modified and supplemented, called "the Lease") covering the Howland Hook Marine Terminal, in the Borough of Staten Island, in the County of Richmond and State of New York; and

WHEREAS, the Port Authority and the Lessee desire to amend the Lease;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual agreements hereinafter contained the Port Authority and the Lessee hereby agree as follows:

1. The date ~~"September 30, 1999"~~ appearing in the second line of subparagraph (r) of paragraph 1 of Supplement No. 4 to the Lease as amended by Supplement No. 7 and Supplement No. 9 to the Lease shall be deemed deleted therefrom and the date ~~"February 15, 2000"~~ shall be deemed inserted in lieu thereof.

new date

2. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect.

3. The Lessee represents and warrants that no broker has been concerned in the negotiation of this Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation or execution of this Agreement.

4. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

5. This Agreement, together with the Lease (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

_____

By_____

(Title)_____

(Seal)

ATTEST:

HOWLAND HOOK CONTAINER TERMINAL, INC.

_____

Secretary

By_____

(Title) President

(Corporate Seal)

SEAL

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Port Authority Lease No. HHT-4
Supplement No. 9

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of March 31, 1999, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and HOWLAND HOOK CONTAINER TERMINAL, INC. (hereinafter called "the Lessee"),

WITNESSETH, That:

WHEREAS, heretofore and as of June 30, 1995, the Port Authority and the Lessee entered into an agreement of lease (hereinafter, as the said agreement of lease has been heretofore amended, modified and supplemented, called "the Lease") covering the Howland Hook Marine Terminal, in the Borough of Staten Island, in the County of Richmond and State of New York; and

WHEREAS, simultaneously with the entering into of this Agreement, the Port Authority, the New York City Economic Development Corporation (hereinafter called "EDC"), South Pacific Shipping Co. Limited, d/b/a Ecuadorian Line (hereinafter called "SPSC"), and Howland Hook Container Terminal, Inc. (hereinafter called "HHCT") are entering into a Supplemental Funding Agreement (hereinafter called "the Second Supplemental Funding Agreement"); and

WHEREAS, the Port Authority and the Lessee desire to amend the Lease;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual agreements hereinafter contained the Port Authority and the Lessee hereby agree as follows:

1. The date "March 31, 1999" appearing in the second line of subparagraph (r) of paragraph 1 of Supplement No. 4 to the Lease as amended by Supplement No. 7 to the Lease shall be deemed deleted therefrom and the date "September 30, 1999" shall be deemed inserted in lieu thereof.

2. HHCT acknowledges and agrees that any work funded by the amounts provided for under the Second Supplemental Funding Agreement shall be performed by it as part of the Lessee's construction work under Supplement No. 4 as herein amended; provided, however, that any funding provided by SPSC shall be provided directly to HHCT and any funding provided by SPSC and/or HHCT shall not be subject to the provisions of subparagraphs (p) or (q) of paragraph 1 of Supplement No. 4 as herein amended. Any of the Lessee's construction work funded by EDC under the Second Supplemental Funding Agreement shall be subject to all of the

provisions of Supplement No. 4 as herein amended, including without limitation subparagraph (p) and subparagraph (q) of paragraph 1 of Supplement No. 4 as herein amended.

3. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect.

4. The Lessee represents and warrants that no broker has been concerned in the negotiation of this Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation or execution of this Agreement.

5. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

6. This Agreement, together with the Lease (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or

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warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

ASSISTANT SECRETARY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

(Title) DIRECTOR, PORT COMMERCE DEPARTMENT

(Seal)

ATTEST:

Secretary

HOWLAND HOOK CONTAINER TERMINAL, INC.

By _____

(Title) President

(Corporate Seal)

APPROVED:
FORM
TERMS

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FORM XLD - Ack., N.Y. 51380

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 26th day of July, 1999, before me personally came Victoria Cross Kelly, to me known, who, being by me duly sworn, did depose and say that she resides at _____; that she is the Asst Dir Div Port Comm Mgr of The Port Authority of New York and New Jersey, (one of) the corporations described in and which executed the foregoing instrument; that she knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that she signed her name thereto by like order.

Elaine M Costello
(notarial seal and stamp)

ELAINE M. COSTELLO
NOTARY PUBLIC, State of New York
No. 01CO5082011
Qualified in Kings County
Commission Expires July 14, 2001

STATE OF New York)
) ss.
COUNTY OF Richmond)

On the 6th day of July, 1999, before me personally came Carmine F. Ragucci to me known, who, being by me duly sworn, did depose and say that he resides at _____; that he is the _____ President of Howland Hook Container Terminal, Inc., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Caterina Ziegler
(notarial seal and stamp)

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Caterina Ziegler
Notary Public, State of New York
Registration #01ZI6026214
Qualified In Richmond County
My Commission Expires 6-14-2001

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SECOND SUPPLEMENTAL FUNDING AGREEMENT

THIS AGREEMENT, made as of April 15, 1999, by and among THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority"), the NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION (hereinafter called "EDC"), SOUTH PACIFIC SHIPPING CO. LIMITED, d/b/a Ecuadorian Line (hereinafter called "SPSC"), and HOWLAND HOOK CONTAINER TERMINAL, INC. (hereinafter called "HHCT"),

WITNESSETH, That:

WHEREAS, heretofore and as of September 16, 1997, the Port Authority, EDC, SPSC, and HHCT entered into a Funding Agreement for the purpose of funding the construction of a temperature-controlled warehouse at the Howland Hook Marine Terminal (which construction work is hereinafter called "the Work" and which Terminal is hereinafter called "the Terminal"), which Funding Agreement was supplemented by a Supplemental Funding Agreement dated as of July 15, 1998 (which Funding Agreement as so supplemented is hereinafter called "the Funding Agreement"); and

WHEREAS, simultaneously with the entering into of the Funding Agreement, the Port Authority and HHCT entered into Supplement No. 4 to a certain agreement of lease dated as of June 30, 1995 and denominated by Port Authority lease number as Lease No. HHT-4 under which agreement of lease HHCT leases the Terminal from the Port Authority (which Supplement No. 4 is hereinafter called "Supplement No. 4"), which Supplement No. 4 was amended by Supplement No. 7 to Lease No. HHT-4 and further and simultaneously amended by Supplement No. 9 to Lease No. HHT-4 dated as of March 31, 1999 (a copy of which Supplement No. 9 is attached hereto as Exhibit A), under which Supplement No. 4 as so amended HHCT is obligated to perform the Work; and

WHEREAS, SPSC, HHCT and EDC desire to provide for additional funding to be applied to the performance of the Work by HHCT and to extend the term of the Funding Agreement;

NOW, THEREFORE, for and in consideration of the mutual agreements hereinafter contained the Port Authority, EDC, SPSC, and HHCT hereby agree as follows:

1. Notwithstanding any provision of the Funding Agreement, in the event that the Funding Amounts of Five Million Dollars and No Cents ($5,000,000.00) provided in relevant part by the Port Authority and EDC under the Funding Agreement are insufficient to complete the Work, SPSC, EDC, and HHCT shall each be obligated to provide additional funding in the following order

and in the following amounts to complete the Work: (a) SPSC shall be obligated to provide up to One Million Four Hundred Thousand Dollars and No Cents ($1,400,000.00) toward the completion of the Work; (b) if the amount provided by SPSC under subdivision (a) of this paragraph is insufficient to complete the Work, then EDC shall be obligated to provide toward the completion of the Work up to the lesser of Two Hundred Twenty-five Thousand Dollars and No Cents ($225,000.00) or the "Reasonable Cost," as defined in subparagraph (p) of paragraph 1 of Supplement No. 4, of the Work funded thereby; (c) if the amounts provided by SPSC and EDC under subdivisions (a) and (b) of this paragraph are insufficient to complete the Work, then HHCT shall be obligated to provide up to One Hundred Seventy-five Thousand Dollars and No Cents ($175,000.00) toward the completion of the Work; and (d) if the amounts provided by SPSC, EDC and HHCT under subdivisions (a), (b), and (c) of this paragraph are insufficient to complete the Work, then HHCT and SPSC, jointly and severally, shall have the obligations set forth respectively in Section 1(b) and Section 1(c) of the Funding Agreement to complete the Work. For purposes of this paragraph, the determination of when the Work has been completed shall be made by the Port Authority acting in its sole discretion. Upon the expenditure by SPSC and HHCT of all of the additional funding for the Work required to be provided respectively by it under the provisions of subdivisions (a) and (c) of the first sentence of this paragraph, SPSC and HHCT shall certify to EDC the amount of its respective expenditure and that said amount was spent in accordance with the provisions of this paragraph. EDC agrees that the Port Authority shall not and shall not be deemed to guaranty the accuracy of either of such certificates nor any statement contained therein, and EDC agrees that it shall rely solely upon SPSC and HHCT with respect to its respective certificate and the statements contained therein.

2. EDC shall pay to the Port Authority any amount required to be provided by EDC toward the completion of the Work under the provisions of paragraph 1 hereof, and upon receipt of said payment, the Port Authority shall apply said payment pursuant to the provisions of the Funding Agreement as herein supplemented and the provisions of Supplement No. 4 as amended, including without limitation the provisions of subparagraphs (p) and (q) of paragraph 1 thereof, to the reimbursement of HHCT on account of its performance of the Work. Without limiting the generality of any provision of the Funding Agreement, including without limitation the third sentence of subsection (b) of Section 4 of the Funding Agreement, the Port Authority shall not be liable to any of the other parties to the Funding Agreement or the City of New York for any of the Port Authority's acts or omissions with respect to the administration of the Work, including without limitation the expenditure of any amount provided by EDC under this Agreement. EDC, SPSC, and HHCT acknowledge and agree that the Port Authority shall have no obligation to provide any funds to EDC, SPSC, HHCT or any other

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entity on account of the performance of the Work based on or because of any expenditure of funds by any or all of them under the provisions of paragraph 1 hereof, and further acknowledge and agree that the Port Authority's sole obligation to fund the Work is to provide its Funding Amount in accordance with the provisions of the Funding Agreement.

3. In the event that SPSC and/or HHCT fails for any reason to provide all or any portion of the additional funding amount for the Work required to be provided respectively by it under paragraph 1 hereof, SPSC and HHCT shall be obligated, jointly and severally, to pay to EDC an amount equal to the additional funding amount or any portion thereof provided by EDC for the Work under paragraph 1 hereof.

4. In the event that the Work shall be completed and the total additional funding of One Million Eight Hundred Thousand Dollars and No Cents ($1,800,000.00) provided for under paragraph 1 hereof shall not be required for the completion of the Work, then the additional funding amount required to be provided by EDC under paragraph 1 hereof (hereinafter called "the EDC Funding Amount") shall be adjusted as follows: the EDC Funding Amount shall be multiplied by a fraction the numerator of which shall be the amount required for the completion of the Work and the denominator of which shall be One Million Eight Hundred Thousand Dollars and No Cents ($1,800,000.00). EDC shall be entitled to be repaid any of the EDC Funding Amount actually paid to the Port Authority under this Agreement that is in excess of the EDC Funding Amount as adjusted pursuant to the provisions of the immediately preceding sentence. SPSC and HHCT shall be obligated, jointly and severally, to make any such repayment to EDC, except that the EDC Funding Amount or any portion thereof paid by EDC to the Port Authority under this Agreement and not applied to the completion of the Work shall be repaid by the Port Authority to EDC and shall reduce the aforesaid obligation of SPSC and HHCT.

5. Notwithstanding any provision of this Agreement, in the event that EDC and/or SPSC and/or HHCT shall fail for any reason to provide its respective funding amount with respect to the completion of the Work in accordance with the provisions of paragraph 1 hereof, HHCT and SPSC shall continue to be fully obligated to complete the Work in accordance with the provisions of Section 1(b) and Section 1(c) of the Funding Agreement, and no such failure to so fund by said party or parties shall operate as a release of HHCT and/or SPSC of any of its respective obligations under said Section 1(b) and Section 1(c).

6. The date April 15, 1999 appearing in the sixth line of Section 9 of the Funding Agreement as amended by the Supplemental Funding Agreement shall be deemed deleted therefrom

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and the date October 15, 1999 shall be deemed inserted in lieu thereof.

7. As hereby amended, all the terms, provisions, covenants and conditions of the Funding Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the Port Authority, EDC, SPSC, and HHCT have executed these presents as of the date first above written.

ATTEST:

ASSISTANT SECRETARY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____ for

(Title) DIRECTOR, PORT COMMERCE DEPARTMENT

(Seal)

ATTEST:

Assistant Secretary

NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION

By _____

(Title) President

(Corporate Seal)

ATTEST:

Assistant Secretary

SOUTH PACIFIC SHIPPING CO. LIMITED

By _____

(Title) President

(Corporate Seal)

ATTEST:

Secretary

HOWLAND HOOK CONTAINER TERMINAL, INC.

By _____

(Title) President

(Corporate Seal)

APPROVED:

FORM RN

TERMS

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EXHIBIT A

Port Authority Lease No. HHT-4
Supplement No. 9

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of March 31, 1999, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and HOWLAND HOOK CONTAINER TERMINAL, INC. (hereinafter called "the Lessee"),

WITNESSETH, That:

WHEREAS, heretofore and as of June 30, 1995, the Port Authority and the Lessee entered into an agreement of lease (hereinafter, as the said agreement of lease has been heretofore amended, modified and supplemented, called "the Lease") covering the Howland Hook Marine Terminal, in the Borough of Staten Island, in the County of Richmond and State of New York; and

WHEREAS, simultaneously with the entering into of this Agreement, the Port Authority, the New York City Economic Development Corporation (hereinafter called "EDC"), South Pacific Shipping Co. Limited, d/b/a Ecuadorian Line (hereinafter called "SPSC"), and Howland Hook Container Terminal, Inc. (hereinafter called "HHCT") are entering into a Supplemental Funding Agreement (hereinafter called "the Second Supplemental Funding Agreement"); and

WHEREAS, the Port Authority and the Lessee desire to amend the Lease;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual agreements hereinafter contained the Port Authority and the Lessee hereby agree as follows:

1. The date "March 31, 1999" appearing in the second line of subparagraph (r) of paragraph 1 of Supplement No. 4 to the Lease as amended by Supplement No. 7 to the Lease shall be deemed deleted therefrom and the date "September 30, 1999" shall be deemed inserted in lieu thereof.

2. HHCT acknowledges and agrees that any work funded by the amounts provided for under the Second Supplemental Funding Agreement shall be performed by it as part of the Lessee's construction work under Supplement No. 4 as herein amended; provided, however, that any funding provided by SPSC shall be provided directly to HHCT and any funding provided by SPSC and/or HHCT shall not be subject to the provisions of subparagraphs (p) or (q) of paragraph 1 of Supplement No. 4 as herein amended. Any of the Lessee's construction work funded by EDC under the Second Supplemental Funding Agreement shall be subject to all of the

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provisions of Supplement No. 4 as herein amended, including without limitation subparagraph (p) and subparagraph (q) of paragraph 1 of Supplement No. 4 as herein amended.

3. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect.

4. The Lessee represents and warrants that no broker has been concerned in the negotiation of this Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation or execution of this Agreement.

5. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

6. This Agreement, together with the Lease (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or

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STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 26th day of July, 1999, before me personally came Victoria Cross Kelly, to me known, who, being by me duly sworn, did depose and say that she resides at _____; that she is the Asst. Director Comm. Dept. of The Port Authority of New York and New Jersey, (one of) the corporations described in and which executed the foregoing instrument; that she knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that she signed her name thereto by like order.

Elaine M Costello
(notarial seal and stamp)

ELAINE M. COSTELLO
NOTARY PUBLIC, State of New York
No. 01CO5082011
Qualified in Kings County
Commission Expires July 14, 2001

STATE OF New York)
) ss.
COUNTY OF New York)

On the 14th day of July, 1999, before me personally came Michael G. Carey to me known, who, being by me duly sworn, did depose and say that ~~he resides at~~ his office is located at 110 William Street / 6th Floor, New York, New York 10038; that he is the _____ President of the New York City Economic Development Corporation, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Carol M. Hyde
(notarial seal and stamp)

CAROL M. HYDE
Notary Public, State of New York
No. 4977270
Qualified in Queens County
Commission Expires Jan. 28, 2001

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COMMONWEALTH OF THE BAHAMAS
~~STATE OF~~)
New Providence) ss.
~~COUNTY OF~~)

On the 28th day of May, 1999, before me personally came Robert M. Bease to me known, who, being by me duly sworn, did depose and say that he resides at _____; that he is the _____ President of South Pacific Shipping Co. Limited, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

(notarial seal and stamp)

STATE OF New York)
) ss.
COUNTY OF Richmond)

On the 6th day of July, 1999, before me personally came Carmine F. Ragucci to me known, who, being by me duly sworn, did depose and say that he resides at _____; that he is the _____ President of Howland Hook Container Terminal, Inc., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Caterina Ziegler
(notarial seal and stamp)

Caterina Ziegler
Notary Public, State of New York
Registration #01ZI6026214
Qualified In Richmond County
My Commission Expires 6-14-2001

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Port Authority Lease No. HHT-4
Supplement No. 8

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of October 14, 1998, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and HOWLAND HOOK CONTAINER TERMINAL, INC. (hereinafter called "the Lessee"),

WITNESSETH, That:

WHEREAS, heretofore and as of June 30, 1995, the Port Authority and the Lessee entered into an agreement of lease (hereinafter, as the said agreement of lease has been heretofore amended, modified and supplemented, called "the Lease") covering the Howland Hook Marine Terminal, in the Borough of Staten Island, in the County of Richmond and State of New York; and

WHEREAS, the Port Authority and the Lessee desire to amend the Lease;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual agreements hereinafter contained the Port Authority and the Lessee hereby agree as follows:

1. (a) The Lessee understands that construction and installation work is required in order to prepare the premises for its continued occupancy and operations, and the Lessee agrees to and shall perform the following work to prepare the premises for the Lessee's continued operations therein (which work is hereinafter called "the Lessee's construction work"): the replacement of the electrical systems and controls of the Peiner container crane bearing Serial No. 0101 with a state-of-the-art modular computerized electrical operating system, and such related work as the Port Authority shall determine acting in its sole discretion. The Lessee's construction work shall be paid for by the Port Authority as provided for in subparagraphs (o) and (p) of this paragraph.

(b) With respect to the Lessee's construction work the Lessee shall be the insurer of the Port Authority, and its Commissioners, officers, agents and employees against the following distinct and several risks, whether they arise from acts or omissions of the Lessee, any contractors of the Lessee, the Port Authority, third persons, or from acts of God or the public enemy, or otherwise, excepting only risks which result solely from affirmative wilful acts done by the Port Authority subsequent to commencement of the work:

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(i) The risk of loss or damage to all such construction prior to the completion thereof. In the event of such loss or damage, the Lessee shall forthwith repair, replace and make good the work without cost to the Port Authority;

(ii) The risk of death, injury or damage, direct or consequential, to the Port Authority, and its Commissioners, officers, agents and employees, and to its or their property, arising out of or in connection with the performance of the work. The Lessee shall indemnify the Port Authority, and its Commissioners, officers, agents and employees, for all such injuries and damages, and for all loss suffered by reason thereof;

(iii) The risk of claims and demands, just or unjust, by third persons against the Port Authority, and its Commissioners, officers, agents and employees, arising or alleged to arise out of the performance of the work. The Lessee shall indemnify the Port Authority, and its Commissioners, officers, agents and employees, against and from all such claims and demands, and for all loss and expense incurred by it and by them in the defense, settlement or satisfaction thereof including without limitation thereto, claims and demands for death, for personal injury or for property damage, direct or consequential.

(c) Prior to the commencement of any of the Lessee's construction work, the Lessee shall submit to the Port Authority for its approval a Construction Application in the form supplied by the Port Authority, and containing such terms and conditions as the Port Authority may include, setting forth in detail by appropriate plans and specifications the work the Lessee proposes to perform and the manner of and time periods for performing the same, including without limitation a schedule listing each contract proposed to be entered into for the performance of the work and the estimated cost of the work to be performed under each such contract. The data to be supplied by the Lessee shall identify each of the items constituting the Lessee's construction work, and shall describe in detail the systems, improvements, fixtures and equipment to be installed by the Lessee. The Lessee shall be responsible at its sole expense for retaining all architectural, engineering and other technical consultants and services as may be directed by the Port Authority and for developing, completing and submitting detailed plans and specifications for the work. The plans and specifications to be submitted by the Lessee shall be in sufficient detail for a contractor to perform the work and shall bear the seal of a qualified architect or professional engineer who shall be responsible for the administration of the work in accordance with

the Port Authority's requirements. In connection with review by the Port Authority of the Lessee's submissions under this paragraph, the Lessee shall submit to the Port Authority, at the Port Authority's request, such additional data, detail or information as the Port Authority may find necessary. Following the Port Authority's receipt of the Lessee's Construction Application and complete plans and specifications, the Port Authority shall give its written approval or rejection thereof, or shall request such revisions or modifications thereto as the Port Authority may find necessary. The Lessee shall not engage any contractor or permit the use of any subcontractor unless and until each such contractor or subcontractor, and the contract such contractor is operating under, have been approved by the Port Authority. The Lessee shall include in any such contract or subcontract such provisions as are required in accordance with the provisions of this Agreement and the Construction Application approved by the Port Authority. The Lessee shall obtain and maintain or cause each contractor to obtain and maintain in force such insurance coverage as is described in subparagraphs (j) and (k) of this paragraph and such performance bonds as the Port Authority may specify. All of the Lessee's construction work shall be performed by the Lessee in accordance with the Construction Application and final plans and specifications approved by the Port Authority, shall be subject to inspection by the Port Authority during the progress of the work and after the completion thereof, and the Lessee shall redo or replace at its own expense any work not done in accordance therewith. Upon final completion of all of the Lessee's construction work the Lessee shall deliver to the Port Authority a certificate to such effect signed by a responsible officer of the Lessee and by the architect or engineer who sealed the Lessee's plans pursuant to the provisions of this subparagraph certifying that all of the work has been performed in accordance with the approved plans and specifications and the provisions of this Agreement, and the Lessee shall supply the Port Authority with as-built drawings of the Lessee's construction work in such form and number requested by the Port Authority. The Lessee shall keep said drawings current during the term of the letting under the Lease as herein amended. No changes or modifications to such work shall be made without prior Port Authority consent. Following its receipt of the Lessee's certificate, the Port Authority shall inspect the work and, unless such certification is not correct, or the Port Authority determines that the premises are unsuitable for occupancy and use by the Lessee, a certificate of final completion shall be delivered to the Lessee by the Port Authority.

(d) Except as set forth in subparagraph (e) of this paragraph, the Lessee shall not commence any portion of the Lessee's construction work until the Construction Application and plans and specifications covering such work, referred to in

subparagraph (c) of this paragraph, have been finally approved by the Port Authority.

(e) If the Lessee desires to commence construction of portions of the Lessee's construction work prior to the approval by the Port Authority of the complete Construction Application and plans and specifications covering all of such work pursuant to subparagraph (c) of this paragraph, the Lessee shall submit to the Port Authority a separate Construction Application for each portion of the Lessee's construction work the Lessee so desires to commence (each such portion of the Lessee's construction work being hereinafter designated as "Partial Approval Work") which shall be executed by an authorized officer of the Lessee and shall be accompanied by final and complete plans, specifications, drawings, and data with respect to such portion of the Lessee's construction work (the final and complete plans, specifications,drawings, and data covering each such portion of the Lessee's construction work are hereinafter referred to as "the Partial Approval Work Plans" with respect to such portion of the Lessee's construction work) setting forth in detail the work to be performed in connection with each such portion of the Lessee's construction work. The Port Authority shall have full and complete discretion as to whether to permit the Lessee to proceed with the performance of any Partial Approval Work. If the Port Authority consents to the performance of any Partial Approval Work, the Port Authority shall review the Construction Application covering such work and shall give its written approval or rejection of the Partial Approval Work Plans with respect thereto or shall request such revisions or modifications thereto as the Port Authority may find necessary. Upon the Port Authority's approval of the Construction Application covering an item of Partial Approval Work and its approval of the Partial Approval Work Plans with respect thereto, the Lessee may proceed to perform such item of Partial Approval Work subject to and in accordance with the following terms and conditions:

(1) The performance by the Lessee of any item of Partial Approval Work in accordance with the Port Authority's approval will be at its sole risk and if for any reason the plans and specifications for the balance of the Lessee's construction work or, any part thereof, are not approved by the Port Authority or if the approval thereof calls for modifications or changes in any item of Partial Approval Work undertaken by the Lessee under any approval granted by the Port Authority pursuant to this subparagraph, the Lessee will, as directed by the Port Authority, and at the Lessee's sole cost and expense, either restore the area affected to the condition existing prior to the commencement of such item of Partial Approval Work or make such modifications and changes to such work as may be required by the Port Authority.

(2) Nothing contained in any approval given pursuant to this subparagraph shall constitute a determination or indication by the Port Authority that the Lessee has complied with any laws, rules, orders, ordinances, enactments, resolutions, regulations, statutes, requirements, codes, directions, and executive orders, including but not limited to those of the City of New York, which may pertain to the Partial Approval Work to be performed and which the Lessee is required to comply with pursuant to the Lease as herein amended.

(3) Each item of Partial Approval Work shall be performed in accordance with and subject to the terms and provisions of this Agreement covering the Lessee's construction work and in accordance with the approved Construction Application covering such item of Partial Approval Work and in accordance with the approved Partial Approval Work Plans constituting a part of such Construction Application, and subject to any requirements, stipulations, and provisions which the Port Authority may impose in its approval of the performance of such item of Partial Approval Work.

(4) No Partial Approval Work performed by the Lessee pursuant to the provisions of this subparagraph shall affect or limit the obligations of the Lessee under any prior approvals it may have obtained with respect to the Lessee's construction work.

(5) The fact that the Lessee has performed any item of Partial Approval Work and that the Port Authority has consented to the performance thereof shall not affect or limit the obligations of the Lessee under this Agreement with respect to the Lessee's construction work. The Lessee specifically understands that neither the Port Authority's approval of any Construction Application and Partial Approval Work Plans covering any item of Partial Approval Work nor the performance by the Lessee of any item of Partial Approval Work pursuant to such approval shall obligate the Port Authority to approve the Construction Application and plans and specifications submitted by the Lessee for the balance of the Lessee's construction work or shall create or be deemed to create any obligation on the part of the Port Authority to permit subsequent Partial Approval Work to be performed. Without limiting the generality of the provisions of this subparagraph, it is specifically understood that the Port Authority may withhold its approval of a Construction Application and Partial Approval Work Plans covering any item of Partial Approval Work if the Port Authority determines that review of subsequent items of Partial Approval Work is required before the Port Authority can approve, reject, or comment upon such Partial Approval Work Plans.

(6) In the event that in the opinion of the Port Authority the Lessee at any time during the performance of any portion of any item of Partial Approval Work under the approval

granted by the Port Authority pursuant to this subparagraph shall fail to comply with all of the provisions of this Agreement with respect to such work or shall fail to comply with the provisions of the Construction Application covering such work and the plans and specifications forming a part thereof, or shall fail to comply with any requirements, stipulations, or provisions imposed by the Port Authority in its approval of the performance of such item of Partial Approval Work, or if in the Port Authority's opinion the Lessee shall be in breach of any of the provisions of this Agreement covering such work or shall be in breach of any of the provisions of the Construction Application and plans and specifications covering the performance of such work, or shall be in breach of any requirements, stipulations, or provisions imposed by the Port Authority in its approval of the work, the Port Authority shall have the right to cause the Lessee to cease all or such part of such item of the Partial Approval Work as is being performed in violation of this Agreement, the Construction Application and plans and specifications, or the conditions of the Port Authority's approval. Upon written direction from the Port Authority, the Lessee shall promptly cease performance of the portion of the Partial Approval Work specified. The Lessee shall thereupon submit to the Port Authority for its written approval the Lessee's proposal for making modifications, corrections or changes in or to the item of Partial Approval Work that has been or is to be performed so that the same will comply with the provisions of this Agreement, the Construction Application and plans and specifications, or the conditions of the Port Authority's approval covering such work. The Lessee shall not commence construction of the portion of the Partial Approval Work that has been halted until it has received written approval of the proposed modifications, corrections or changes.

(7) It is hereby expressly understood and agreed that the Port Authority has no duty or obligation of any kind whatsoever to inspect or police the performance of any Partial Approval Work by the Lessee and the rights granted to the Port Authority hereunder shall not create or be deemed to create such a duty or obligation. Accordingly, the fact that the Port Authority has not exercised its right to require the Lessee to cease performance of all or any part of the Partial Approval Work shall not be or be deemed to be an agreement or acknowledgment on the part of the Port Authority that the Lessee has in fact performed such work in accordance with the terms of this Agreement, the Construction Application and plans and specifications covering such work, or the conditions of the Port Authority's approval of such work, nor shall such fact be or be deemed to be a waiver by the Port Authority of any of the requirements of this Agreement with respect to such work, or any of the requirements of the Construction Application and plans and specifications covering such work, or any of the conditions of the Port Authority's approval of such work.

(f) Without limiting the generality of any of the provisions of this Agreement, the Lessee's construction work (including any Partial Approval Work performed by the Lessee) shall be performed in such a manner that there will be at all times during construction a minimum of air pollution, water pollution or any other type of pollution, and a minimum of noise emanating from, arising out of, or resulting from construction. Subject to the provisions of this Agreement, the Lessee shall construct such reasonable structures, fences, equipment, devices and other facilities as may be necessary or appropriate to accomplish the objectives set forth in this subparagraph, and, without limiting the generality of the foregoing, such construction shall be subject to the Port Authority's review and approval in accordance with the provisions of this paragraph.

(g) Without limiting the generality of subparagraph (c) of this paragraph the Lessee shall be solely responsible for the plans and specifications used by it and for the adequacy or sufficiency of such plans, specifications and all the improvements, fixtures, and equipment depicted thereon or covered thereby, regardless of the consent thereto or approval thereof by the Port Authority or the incorporation therein of any Port Authority requirements or recommendations. The Port Authority shall have no obligation or liability in connection with the performance of any of the Lessee's construction work or for the contracts for the performance thereof entered into by the Lessee. Any warranties extended or available to the Lessee in connection with the aforesaid work shall be for the benefit of the Port Authority as well as the Lessee. The Lessee shall conduct no public operations in the premises with respect to any improvements, fixtures or equipment constituting the Lessee's construction work until the Port Authority shall have notified the Lessee in writing that the Lessee's construction work has been completed or substantially completed to its satisfaction. In the event of any inconsistency between the provisions of this Agreement and those of the Construction Application referred to in subparagraph (c) of this paragraph the provisions of this Agreement shall control.

(h) Except as otherwise set forth in the Lease as herein amended, including without limitation paragraph 3 hereof, and without limiting or affecting any other term or provision of this Agreement, the Lessee shall be solely responsible for the design, adequacy and operation of all utility, mechanical, electrical, communications and other systems installed in the premises by the Lessee and all other improvements, additions, fixtures, finishes, decorations and equipment made or installed by the Lessee in the premises and shall do all preventive maintenance and make all repairs, replacements, rebuilding (ordinary or extraordinary, structural or non-structural) and painting necessary to keep such systems, improvements, additions, fixtures, finishes, decorations and equipment (whether the same

involves structural or non-structural work) in the condition they were in when made or installed except for reasonable wear which does not adversely affect the efficient or proper utilization of any part of the premises.

(i) The Lessee shall pay all claims lawfully made against it by its contractors, subcontractors, materialmen and workmen, and all claims lawfully made against it by other third persons arising out of or in connection with or because of the performance of the work, and shall cause its contractors and subcontractors to pay all such claims lawfully made against them. Nothing herein contained shall be deemed to constitute consent to the creation of any lien or claim against the premises or any part thereof, nor to prevent the Lessee from contesting claims in good faith.

(j) In addition to all policies of insurance otherwise required by the Lease as herein amended, the Lessee shall procure and maintain or cause to be procured and maintained in effect during the performance of the Lessee's construction work:

(i) Commercial General Liability Insurance including but not limited to coverage for Premises-Operations, Products-Completed Operations and for Broad Form Property Damage, with a contractual liability endorsement covering the obligations assumed by the Lessee under subparagraph (b) of this paragraph, and which are customarily insured under such a policy, with a minimum combined single limit coverage per occurrence for bodily injury and property damage of $3 million.

(ii) Automobile Liability Insurance covering all owned, non-owned or hired vehicles used in connection with said construction with a minimum combined single limit coverage per accident for bodily injury and property damage of $1 million.

(iii) Workers' Compensation Insurance and U.S. Longshoremen and HarborWorkers' Compensation coverage in accordance with the requirements of law.

(k) With the exception of the Workers' Compensation Insurance and U.S. Longshoremen and HarborWorkers' Compensation coverage, each policy of insurance described in subparagraph (j) of this paragraph shall include the Port Authority and the New York City Economic Development Corporation as an additional insured including but not limited to premises-operations and completed operations. Moreover, the Commercial General Liability Policy shall not contain any provisions for exclusions from liability other than provisions for exclusions from liability forming part of the standard, basic unamended and unendorsed Commercial General Liability Policy. Such insurance shall also

contain an endorsement providing that the protection afforded the Lessee thereunder with respect to any claim or action against the Lessee by a third party shall pertain and apply with like effect with respect to any claim or action against the Lessee by the Port Authority and against the Port Authority by the Lessee, but said endorsement shall not limit, vary, change or affect the protections afforded the Port Authority as an additional insured. Such insurance shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. If at any time the above liability insurance should be canceled, terminated or modified so that insurance is not in effect as above required, then, if the Facility Manager shall so direct, the Lessee shall suspend performance of the Lessee's construction work. If the work is so suspended, no extension of time shall be due on account thereof. If the work is not suspended (whether or not because of omission of the Facility Manager to order suspension), then the Port Authority may, at its option, obtain insurance affording coverage equal to the above required, the cost of such insurance to be payable by the Lessee to the Port Authority.

(l) Unless otherwise set forth herein, each policy of insurance described in subparagraph (j) of this paragraph shall be subject to the applicable provisions of Section 15(e) of the Lease.

(m) Title to and property in all improvements and replacements as shall constitute the Lessee's construction work shall vest in the Port Authority upon placement, construction or installation thereof.

(n) In the performance of the Lessee's construction work the Lessee shall not permit any situation or condition to continue that may cause or be conducive to any labor troubles at the Facility which interferes with the progress of other construction work at the Facility. The determinations of the Port Authority shall be conclusive on the Lessee and, upon notice from the Port Authority, the Lessee shall or shall cause its contractor to immediately rectify any condition specified in the notice. In the event of failure by the Lessee or any of its contractors to immediately comply with the requirements of this subparagraph (whether or not such failure is due to the Lessee's fault) the Port Authority by notice shall have the right to suspend the Port Authority's permission to the Lessee to proceed with any portion of the Lessee's construction work being performed by or on behalf of the Lessee, and the Lessee shall

thereupon immediately cease the same. When labor troubles shall be so settled that such interference or the danger thereof no longer exists, the Port Authority by notice to the Lessee shall reinstate the permission to the Lessee to perform the work on all the same terms and conditions as before the suspension. "Labor troubles" shall mean and include strikes, boycotts, picketing, work-stoppages, slowdowns, complaints, disputes, controversies or any other type of labor trouble, regardless of the employer of the person involved or their employment status, if any.

(o) Upon performance by the Lessee of the Lessee's construction work in accordance with the provisions of this paragraph, the Port Authority will pay to the Lessee a sum (which sum is hereinafter called "the Construction Work Reimbursement Amount") equal to the lesser of: (1) the reasonable cost, as hereinafter defined, of the Lessee's construction work or (2) One Million Two Hundred Thousand Dollars and No Cents ($1,200,000.00). To the extent permitted by sound accounting practice, the sum of the following items of cost incurred by the Lessee in performing the Lessee's construction work shall constitute the cost thereof for the purposes of this Agreement:

(1) The Lessee's payments to contractors;

(2) The Lessee's payments for supplies and materials;

(3) The Lessee's payments to persons, firms or corporations other than construction contractors or suppliers of materials, for services rendered or rights granted in connection with construction, not including services of the types mentioned in items (4), (5) and (6) of this subparagraph;

(4) The Lessee's payments of premiums for performance bonds and for the insurance the Lessee is required to maintain in effect in accordance with the provisions of subparagraph (j) of this paragraph during the period of construction only;

(5) The Lessee's payments for engineering services in connection with the Lessee's construction work, and during the period of the construction only;

(6) The Lessee's payments for architectural, planning and design services in connection with the Lessee's construction work;

(7) The sum of the costs approved under items (4), (5) and (6) of this subparagraph shall not exceed 20% of the sum of the costs approved under items (1), (2) and (3) of this subparagraph; if in fact there is any such

excess, such excess shall not be a part of the cost incurred by the Lessee in the performance of the Lessee's construction work for the purposes of this paragraph.

No payment or payments on account of administrative or other overhead costs and no payment to employees of the Lessee shall be included in the cost of the work whether or not allocated to the cost of the work by the Lessee's own accounting practices. No payment to a firm or corporation wholly or partially owned by or in common ownership with the Lessee shall be included in the cost of the work.

(p) On or about the tenth day of the first calendar month following the commencement of the Lessee's construction work the Lessee shall certify to the Port Authority by written certification subscribed by a responsible officer of the Lessee: (i) the amount of the Lessee's construction work performed by the Lessee in the preceding month, the cost of the work described in the certificate, the amount of such cost incurred by the Lessee during such month, and the amount paid by the Lessee on account of such cost; (ii) that except for the amount, if any, stated in such certificate to be due for services and materials, there is no outstanding indebtedness known to the persons signing such certificate, after due inquiry, then due on account of the purchase of any equipment or fixtures described in the certificate or for labor, wages, materials, supplies or services in connection with any work described therein which, if unpaid, might become the basis of a vendor's, mechanic's, laborer's or materialmen statutory or similar lien or alleged lien upon such work or upon the premises or any part thereof, or upon the Lessee's leasehold interest therein, nor are any of the equipment, or fixtures described in such certificate secured by any liens, mortgages, security interests or other encumbrances. Nothing contained herein shall be deemed or construed as a submission by the Port Authority to the application to itself of any such lien; and (iii) that the work for which the amount set forth in the certificate is due has been performed in accordance with the Lessee's approved plans and specifications and the provisions of this Agreement. Such certificate shall also contain a certification by the Lessee and by the architect or engineer who sealed the Lessee's plans pursuant to the provisions of subparagraph (c) of this paragraph certifying that all of the work described in the certificate has been performed in accordance with the final plans and specifications approved by the Port Authority and in accordance with the provisions of this Agreement. Following its receipt of the Lessee's certificate, the Port Authority shall remit to the Lessee an amount equal to the amount paid by the Lessee on account of the cost of the portion of the Lessee's construction work performed by the Lessee in the preceding month as shown in the certificate less ten percent (10%) thereof and also less the amount of any claims made against the Port Authority by subcontractors, materialmen or

workmen, if any, in connection with any of the work described in the certificate. On or about the tenth day of each month thereafter during the period of the performance of the Lessee's construction work the Lessee shall deliver a similar certificate to the Port Authority signed by a responsible officer of the Lessee which certificate shall certify the amount of the Lessee's construction work performed by the Lessee in the preceding month, the cost of the work described in the certificate performed by the Lessee in the preceding month, the amount of such cost incurred by the Lessee during such month, the amount paid by the Lessee on account of such cost, the cumulative amount of such cost incurred by the Lessee on account of the work described in the certificate from the date of the commencement of the work, and the cumulative amount of all payments made on account of such cost from the date of the commencement of the work, and such certificate shall also contain the statements set forth in subdivisions (ii) and (iii) of this subparagraph both with respect to the work described in the certificate and all work previously performed by the Lessee. Each such certificate shall also contain a certification by the Lessee and by the architect or engineer who sealed the Lessee's plans pursuant to the provisions of subparagraph (c) of this paragraph certifying that all of the work described in the certificate has been performed in accordance with the final plans and specifications approved by the Port Authority and in accordance with the provisions of this Agreement. Following its receipt of such certificate the Port Authority shall remit to the Lessee an amount equal to the amount paid by the Lessee on account of the cost of the portion of the Lessee's construction work performed by the Lessee in the preceding month as shown in the certificate less ten percent (10%) thereof and less the amount of claims, if any, made against the Port Authority by subcontractors, materialmen or workmen on account of any of the work described in the certificate. Upon final completion of all of the Lessee's construction work to be performed by the Lessee as set forth in the Lessee's approved plans and specifications, the Lessee shall submit to the Port Authority a final certification signed by a responsible officer thereof that all work has been completed, which certificate shall certify separately the final cost of all of the Lessee's construction work performed by the Lessee, the cumulative payments made by the Lessee on account of such costs, and shall also certify the items set forth in subdivisions (ii) and (iii) of this subparagraph with respect to all of the work. In addition, the architect or engineer who sealed the Lessee's plans and specifications pursuant to the provisions of subparagraph (c) of this paragraph shall certify that all of the work has been performed in accordance with the final plans and specifications for the work approved by the Port Authority and in accordance with the provisions of this Agreement. After examination and approval of such certificate, and such supporting documents and records as the Port Authority shall deem necessary to substantiate the certificate, the Port Authority shall finally

inspect the premises and the work and after such inspection the Port Authority shall notify the Lessee if all of the work has been performed in accordance with the approved plans and specifications and the provisions of this Agreement. If all of the work has been completed in accordance with the approved plans and specifications, and the provisions of this Agreement, the Port Authority will pay to the Lessee on account of the cost of the Lessee's construction work the difference between the sum obtained by adding together all prior payments made by the Port Authority to the Lessee on account of the cost of the Lessee's construction work and the Construction Work Reimbursement Amount. If the sum of all of the previous payments made by the Port Authority to the Lessee on account of the cost of the Lessee's construction work exceeds the Construction Work Reimbursement Amount, the Lessee shall pay to the Port Authority the amount of such excess on demand. No payment made by the Port Authority to the Lessee pursuant to the provisions of this paragraph, including, without limitation, any payment made to the Lessee following the Port Authority's receipt of the Lessee's final certification of cost, shall be deemed final until the cost of the Lessee's construction work has been finally determined by the Port Authority. Any payment made to the Lessee following the Port Authority's receipt of the Lessee's final certification of cost shall not be deemed a final determination of the cost of the Lessee's construction work. Such final determination shall occur only after the Port Authority has examined and approved the Lessee's final certificate of cost and such records and other documentation of the Lessee as the Port Authority shall deem necessary to substantiate such cost. The Lessee shall permit the Port Authority by its agents, employees and representatives at all reasonable times prior to a final determination of the cost of the Lessee's construction work to examine and audit the records and other documentation of the Lessee which pertain to and will substantiate such cost. In no event whatsoever shall the cost of any portion of the Lessee's construction work as finally determined and computed in accordance with the provisions of subparagraph (o) of this paragraph and in accordance with the provisions of this subparagraph include any expenses, outlays or charges whatsoever by or for the account of the Lessee for or in connection with any improvements, equipment or fixtures or the performance of any work unless such are actually and completely installed in and or made to the premises nor shall cost include the costs of any equipment, fixture or improvements which are secured by liens, mortgages, other encumbrances or conditional bills of sale. If the cost of the Lessee's construction work as finally determined shall be less than the amount previously paid pursuant to the provisions of this paragraph, the Lessee shall pay the difference to the Port Authority within ten (10) days after notification to the Lessee stating the amount thereof. No payment made by the Port Authority to the Lessee pursuant to the provisions of this paragraph shall or shall be deemed to imply that the Lessee's construction work or any portion thereof has

been completed in accordance with law or the provisions of this Agreement.

(q) The Lessee agrees that it will complete the Lessee's construction work by April 30, 2000. The Port Authority's entire obligation under this Agreement to make any payment to the Lessee on account of the cost of the Lessee's construction work shall be limited in amount to the Construction Work Reimbursement Amount. No contractor or third party shall or shall be deemed to have acquired any rights against the Port Authority by virtue of the execution of this Agreement and nothing contained herein shall operate or give to any such contractor or third party any claim or right of action against the Port Authority and its Commissioners, officers, agents and employees.

(r) The Lessee agrees to and shall require its contractor to use every good faith effort to provide for meaningful participation by Minority Business Enterprises ("MBEs") and Women Business Enterprises ("WBEs") in the Lessee's construction work. "Meaningful participation" shall mean that at least seventeen (17%) of the total dollar value of the construction contracts (including subcontracts) covering the construction work are for the participation of MBEs and WBEs, of which at least twelve percent (12%) are for the participation of MBEs. A Minority Business Enterprise shall mean a company or firm at least 51% of which is owned and controlled by a minority or minorities. A Women Business Enterprise shall mean a company or firm at least 51% of which is owned and controlled by a woman or women. For purposes of this paragraph minority is a member of one of the following groups:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

Good faith efforts to include meaningful participation by MBEs and WBEs shall include at least the following:

(1) Dividing the work to be subcontracted into smaller portions where feasible.

(2) Actively and affirmatively soliciting bids for subcontracts from MBEs and WBEs, including circulation of solicitations to minority and female contractor associations. The Contractor shall maintain records detailing the efforts made to provide for meaningful MBE and WBE participation in the Work, including the names and addresses of all MBEs and WBEs contacted and, if any such MBE or WBE is not selected as a joint venturer or subcontractor, the reason for such decision.

(3) Making plans and specifications for prospective construction work available to MBEs and WBEs in sufficient time for review.

(4) Utilizing the list of eligible MBEs and WBEs maintained by the Port Authority or seeking minorities or women from other sources for the purpose of soliciting bids for contractors.

(5) Encouraging the formation of joint ventures, partnerships or other similar arrangements among contractors, where appropriate, to insure that the Lessee and said contractors will meet their obligations hereunder.

(6) Insuring that provision is made to provide progress payments to MBEs and WBEs on a timely basis.

(7) Not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs, where appropriate.

2. The Port Authority and the Lessee agree that the provisions of paragraph (b) of Section 5 of the Lease granting the Lessee the right to terminate the letting of the Peiner container crane bearing Serial No. 0101 shall be null and void and of no further force or effect.

3. (a) Attached hereto as Exhibit Y is a form of election pursuant to Section 142(b) of the Internal Revenue Code of 1986. The Lessee acknowledges that two counterparts of said form of election have been delivered to it by the Port Authority. Upon the execution of this Agreement by the Lessee and its delivery to the Port Authority, the Lessee shall execute the said two counterparts and deliver one fully executed counterpart to the Port Authority with its delivery of this Agreement, and the Lessee shall keep the second executed counterpart with its records for the balance of the entire term of the letting under the Lease as herein amended.

(b) The Lessee is not acquiring an ownership interest in any capital expenditures made in whole or in part by

the Port Authority from "exempt facility bonds" (within the meaning of Section 142(a) of the Internal Revenue Code of 1986) issued by the Port Authority (which capital expenditures are hereinafter in this paragraph referred to as "the Property"). The Lessee hereby irrevocably elects not to claim for purposes of federal, state or local taxation of income any depreciation deductions or investment tax credits, for which it may be eligible with respect to the Property, including without limitation the Lessee's construction work identified in subparagraph (a) of paragraph 1 hereof. The Lessee further agrees that this irrevocable election shall be binding upon its successors in interest, if any, under the Lease as herein amended, and as a condition of any permitted sale or assignment of the interest of the Lessee under the Lease as herein amended, every successor in interest shall furnish an executed irrevocable election in the form of the immediately preceding sentence to the Port Authority. The foregoing shall not grant or be deemed to grant to the Lessee the right to sell or assign, in any manner, its interests under the Lease as herein amended.

(c) In the event the Lessee records any documents in lieu of recording the Lease or this Agreement, such documents shall incorporate the substance of subparagraph (b) of this paragraph.

(d) It is understood that the election set forth in subparagraph (b) of this paragraph shall not apply to any personal property of the Lessee (including equipment and trade fixtures) removable without material damage to the premises leased to the Lessee pursuant to the Lease as herein amended which are installed by the Lessee in or on the premises leased to the Lessee pursuant to the Lease as herein amended and which shall be deemed to be and remain the property of the Lessee.

4. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect.

5. The Lessee represents and warrants that no broker has been concerned in the negotiation of this Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation or execution of this Agreement.

6. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

7. This Agreement, together with the Lease (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

SECRETARY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

(Title) LILLIAN C. BORRONE DIRECTOR (Seal)

ATTEST:

Secretary

HOWLAND HOOK CONTAINER TERMINAL, INC.

By _____

(Title) President

(Corporate Seal)

APPROVED:
FORM
TERMS
amc

NB

EXHIBIT Y

ELECTION

(PURSUANT TO SECTION 142 (b) OF THE INTERNAL REVENUE CODE OF 1986)

1. HOWLAND HOOK CONTAINER TERMINAL, INC. (hereinafter called "the Lessee"), pursuant to an Agreement of Lease bearing Port Authority Lease No. HHT-4 (hereinafter called "the Lease") made under date of June 30, 1995, between the Lessee and The Port Authority of New York and New Jersey (hereinafter called "the Port Authority"), as supplemented by that certain agreement made between the Port Authority and the Lessee, dated as of October 14, 1998 and denominated "Supplement No. 8" to the Lease (hereinafter called "the Supplement"), has leased a site and the structures, improvements, additions, buildings and facilities located or to be located thereon at the Howland Hook Marine Terminal, all as described in the Lease (hereinafter called "the Leased Premises") to be used basically as marine terminal premises constituting a public port for a term commencing no later than approximately December 1, 1995 and expiring no later than December 31, 2019.

2. The principal office of the Port Authority is at One World Trade Center, New York, New York 10048 and its taxpayer identification number is 13-6400654W.

3. The principal office of the Lessee is at 300 Western Avenue, Staten Island, New York 10303 and its taxpayer identification number is 13-384-1035.

4. Capital expenditures in connection with the Leased Premises have been, or are expected to be made, in whole or in part by the Port Authority from "exempt facility bonds" (within the meaning of Section 142(a) of the Internal Revenue Code of 1986) issued by the Port Authority from time to time (such capital expenditures being hereinafter called "the Property").

5. The Lessee has not acquired and is not acquiring an ownership interest in the Property. The Lessee hereby irrevocably elects not to claim for purposes of federal, state or local taxation of income any depreciation or investment credits, for which it may be eligible with respect to the Property including, without limitation, the Lessee's construction work identified in subparagraph (a) of paragraph 1 of the Supplement.

The Lessee further agrees that this irrevocable election shall be binding upon its successors in interest, if any, under the Lease, and as a condition of any permitted sale or assignment of the interest of the Lessee under the Lease, every successor in interest shall furnish an executed irrevocable election in the form of the immediately preceding sentence to the Port Authority. The foregoing shall not grant or be deemed to grant to the Lessee the right to sell or assign, in any manner, its interests under the Lease.

6. It is understood that the foregoing election shall not apply to any personal property of the Lessee (including equipment and trade fixtures) removable without material damage to the Leased Premises, installed by the Lessee in or on the Leased Premises pursuant to the Lease, and which are deemed to be and remain the property of the Lessee. It is further understood that the foregoing election shall not apply to any item of the Lessee's improvements, as defined in Section 9A of the Lease, as to which item the Port Authority has provided the Lessee with written certification pursuant to the provisions of said Section 9A stating that such item of the Lessee's improvements is not subject to the foregoing election.

ATTEST:

Secretary

(Seal)

HOWLAND HOOK CONTAINER TERMINAL, INC.

By _____

(Title) President

Dated: April 30, 1999

FORM XLD - Ack., N.Y. 51380

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 14th day of DECEMBER, 1999, before me personally came VICTORIA CROSS-KELLY to me known, who, being by me duly sworn, did depose and say that she resides at _____; that she is the Deputy Director of The Port Authority of New York and New Jersey, (one of) the corporations described in and which executed the foregoing instrument; that she knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that she signed her name thereto by like order.

Marie M. Edwards
(notarial seal and stamp)

MARIE M. EDWARDS, NOTARY
Public, State of New York
No. 24-4959693
Qualified in Kings County
Commission Expires 1/6/2000

STATE OF New York)
) ss.
COUNTY OF Richmond)

On the 30 day of April, 1999, before me personally came Carmine F. Ragusa to me known, who, being by me duly sworn, did depose and say that he resides at _____; that he is the _____ President of Howland Hook Container Terminal, Inc., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

PETER P. MAGRI
NOTARY PUBLIC State of New York
NO. 43-4641466
Qualified in County of Richmond
Commission Expires 5/31/99

(notarial seal and stamp)

CONFORMED COPY

SUPPLEMENTAL FUNDING AGREEMENT

THIS AGREEMENT, made as of July 15, 1998, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and the NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION (hereinafter called "EDC"),

WITNESSETH, That:

WHEREAS, heretofore and as of September 16, 1997, the Port Authority, EDC, South Pacific Shipping Co. Limited, d/b/a Ecuadorian Line, and Howland Hook Container Terminal, Inc. (hereinafter called "HHCT") entered into a Funding Agreement (hereinafter called "the Funding Agreement") for the purpose of funding the construction of a temperature-controlled warehouse at the Howland Hook Marine Terminal (hereinafter called "the Terminal"); and

WHEREAS, simultaneously with the entering into of the Funding Agreement, the Port Authority and HHCT entered into Supplement No. 4 to a certain agreement of lease dated as of June 30, 1995 and denominated by Port Authority lease number as Lease No. HHT-4 under which agreement of lease HHCT leases the Terminal from the Port Authority (which agreement of lease is hereinafter called "the Lease"), under which Supplement No. 4 to the Lease HHCT is obligated to perform the work of constructing the temperature-controlled warehouse; and

WHEREAS, simultaneously with the entering into of this Agreement, the Port Authority and HHCT are entering into Supplement No. 7 to the Lease under which Supplement No. 7 the date that HHCT is obligated to complete the performance of the aforesaid work will be extended from December 31, 1998 to March 31, 1999, a form of which Supplement No. 7 is attached as Exhibit "A" hereto; and

WHEREAS, Section 9 of the Funding Agreement entitled Term provides that the Port Authority and EDC may by mutual agreement in writing extend the term of the Funding Agreement; and

WHEREAS, the Port Authority and EDC desire to so extend the term of the Funding Agreement in conjunction with the aforesaid extension of the date for HHCT to complete the aforesaid work;

NOW, THEREFORE, for and in consideration of the mutual agreements hereinafter contained the Port Authority and EDC hereby agree as follows:

1. The date "January 15, 1999" appearing in the sixth line of Section 9 of the Funding Agreement shall be deemed deleted therefrom and the date "April 15, 1999" shall be deemed inserted in lieu thereof.

2. As hereby amended, all the terms, provisions, covenants and conditions of the Funding Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the Port Authority and EDC have executed these presents as of the date first above written.

ATTEST:

SECRETARY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

(Title) DIRECTOR, PORT COMMERCE DEPARTMENT

(Seal)

ATTEST:

NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION

By _____

(Title) President

(Corporate Seal)

APPROVED:
FORM
TERMS

EXHIBIT A

Port Authority Lease No. HHT-4
Supplement No. 7

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of July 15, 1998, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and HOWLAND HOOK CONTAINER TERMINAL, INC. (hereinafter called "the Lessee"),

WITNESSETH, That:

WHEREAS, heretofore and as of June 30, 1995, the Port Authority and the Lessee entered into an agreement of lease (hereinafter, as the said agreement of lease has been heretofore amended, modified and supplemented, called "the Lease") covering the Howland Hook Marine Terminal, in the Borough of Staten Island, in the County of Richmond and State of New York; and

WHEREAS, the Port Authority and the Lessee desire to amend the Lease;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual agreements hereinafter contained the Port Authority and the Lessee hereby agree as follows:

1. The date "December 31, 1998" appearing in the second line of subparagraph (r) of paragraph 1 of Supplement No. 4 to the Lease shall be deemed deleted therefrom and the date "March 31, 1999" shall be deemed inserted in lieu thereof.

2. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect.

3. The Lessee represents and warrants that no broker has been concerned in the negotiation of this Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation or execution of this Agreement.

4. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

5. This Agreement, together with the Lease (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

_____

By_____

(Title)_____

(Seal)

ATTEST:

HOWLAND HOOK CONTAINER TERMINAL, INC.

_____

Secretary

By_____

(Title) President

(Corporate Seal)

FORM XLD - Ack., N.Y. 51380

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 23rd day of September, 1998, before me personally came Lillian C Barbato to me known, who, being by me duly sworn, did depose and say that she resides at ___; that she is the Director, Port Commerce Dept of The Port Authority of New York and New Jersey, (one of) the corporations described in and which executed the foregoing instrument; that she knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that she signed ~~his~~ her name thereto by like order.

Elaine M Costello
(notarial seal and stamp)
ELAINE M. COSTELLO
NOTARY PUBLIC, State of New York
No. 01CO5082011
Qualified in Kings County
Commission Expires July 14, 1999

STATE OF New York)
) ss.
COUNTY OF New York)

On the 24th day of August, 1998, before me personally came Charles Millard to me known, who, being by me duly sworn, did depose and say that he conducts business at ___; that he is the ___ President of the New York City Economic Development Corporation, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authorization of the Board of Directors of the said corporation; and that he signed his name thereto by like authorization.

Judith A. Capolongo
~~(notarial seal and stamp)~~
Commissioner of Deeds
JUDITH A. CAPOLONGO
Commissioner of Deeds, City of New York
No. 5-1425
Cert. Filed in New York County
Commission Expires October 23, 1999

301-200957 00v

Port Authority Lease No. HHT-4
Supplement No. 7

CONFORMED COPY

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SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of July 15, 1998, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and HOWLAND HOOK CONTAINER TERMINAL, INC. (hereinafter called "the Lessee"),

WITNESSETH, That:

WHEREAS, heretofore and as of June 30, 1995, the Port Authority and the Lessee entered into an agreement of lease (hereinafter, as the said agreement of lease has been heretofore amended, modified and supplemented, called "the Lease") covering the Howland Hook Marine Terminal, in the Borough of Staten Island, in the County of Richmond and State of New York; and

WHEREAS, the Port Authority and the Lessee desire to amend the Lease;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual agreements hereinafter contained the Port Authority and the Lessee hereby agree as follows:

1. The date "December 31, 1998" appearing in the second line of subparagraph (r) of paragraph 1 of Supplement No. 4 to the Lease shall be deemed deleted therefrom and the date "March 31, 1999" shall be deemed inserted in lieu thereof.

2. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect.

3. The Lessee represents and warrants that no broker has been concerned in the negotiation of this Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation or execution of this Agreement.

4. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

EFFECTIVE
DEC 0 8 1998
UNDER THE
SHIPPING ACT
OF 1984
Federal Maritime Commission

5. This Agreement, together with the Lease (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

SECRETARY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

(Title) DIRECTOR, PORT COMMERCE DEPARTMENT

(Seal)

ATTEST:

~~Secretary~~

Witness

HOWLAND HOOK CONTAINER TERMINAL, INC.

By _____

(Title) President

(Corporate Seal)

APPROVED:
FORM
TERMS

FORM XLD - Ack., N 51380

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 24th day of September, 1998, before me personally came Lillian C Bourbeau to me known, who, being by me duly sworn, did depose and say that he resides at ___; that he is the Director, Port Commerce Dept of The Port Authority of New York and New Jersey, (one of) the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Elaine M Costello
(notarial seal and stamp)

ELAINE M. COSTELLO
NOTARY PUBLIC, State of New York
No. 01CO5082011
Qualified in Kings County
Commission Expires July 14, 1999

STATE OF New York)
) ss.
COUNTY OF Richmond)

On the 15th day of July, 1998, before me personally came CARMINE to me known, who, being by me duly sworn, did depose and say that he resides at ___; that he is the ___ President of Howland Hook Container Terminal, Inc., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Peter P. Magri
(notarial seal and stamp)

PETER P. MAGRI
NOTARY PUBLIC State of New York
NO. 43-4641466
Qualified in County of Richmond
Commission Expires 5/31/99

301-20095 004

CONFORMED COPY

Port Authority Lease No. HHT-4
Supplement No. 6

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of March 30, 1998, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and HOWLAND HOOK CONTAINER TERMINAL, INC. (hereinafter called "the Lessee"),

WITNESSETH, That:

WHEREAS, heretofore and as of June 30, 1995, the Port Authority and the Lessee entered into an agreement of lease (hereinafter, as the said agreement of lease has been heretofore amended, modified and supplemented, called "the Lease") covering the Howland Hook Marine Terminal, in the Borough of Staten Island, County of Richmond and State of New York (hereinafter called "the Terminal"); and

WHEREAS, Section 46 of the Lease granted to the Lessee the option to purchase from the Port Authority certain spare parts for container cranes located on the Terminal and described in Schedule B attached to Supplement No. 1 to the Lease dated as of July 14, 1995 (which spare parts, as they may exist from time to time under the provisions of the Lease, are hereinafter called "the Spare Parts"); and

WHEREAS, Section 46 of the Lease granted to the Port Authority certain rights with respect to the Spare Parts and imposed certain obligations upon the Lessee with respect to the Spare Parts (which rights and obligations are hereinafter collectively called "the Port Authority's Other Rights"); and

WHEREAS, pursuant to Supplement No. 2 to the Lease dated as of October 30, 1995, the Lessee exercised its option under Section 46 of the Lease to purchase the Spare Parts and the Lessee agreed to provide the Port Authority with a security interest in the Spare Parts and entered into a security agreement with the Port Authority dated as of November 9, 1995 creating a security interest in the Spare Parts in favor of the Port Authority (which security interest is hereinafter called "the Security Interest" and which security agreement is hereinafter called "the Security Agreement"); and

WHEREAS, the Lessee and the New York City Economic Development Corporation (hereinafter called "EDC") contemplate entering into a Purchase and Lease Agreement dated the date hereof pursuant to which EDC will purchase the Spare Parts from the Lessee (which Purchase and Lease Agreement is hereinafter

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UNDER THE SHIPPING ACT OF 1984
Federal Maritime Commission

called "the Purchase Agreement"), a form of which is attached hereto as Exhibit A and hereby made a part hereof; and

WHEREAS, the Lessee and EDC have requested that the Port Authority release the Security Interest in the Spare Parts and certain of the Port Authority's Other Rights in connection with the contemplated purchase of the Spare Parts by EDC under the Purchase Agreement; and

WHEREAS, the Port Authority and EDC contemplate entering into an Agreement dated the date hereof pursuant to which the Port Authority will release the Security Interest in the Spare Parts and certain of the Port Authority's Other Rights (which Agreement is hereinafter called "the Agreement"), a form of which is attached hereto as Exhibit B and hereby made a part hereof; and

WHEREAS, the Port Authority and the Lessee desire to amend the Lease to effectuate the transaction contemplated under the Purchase Agreement and the Agreement, and to increase the security deposited under the Lease;

NOW, THEREFORE, for and in consideration of the mutual agreements hereinafter contained the Port Authority and the Lessee hereby agree as follows:

1. The Port Authority consents to the sale of the Spare Parts by the Lessee to EDC pursuant to the terms of the Purchase Agreement. Effective upon the effective date of the transfer of title to the Spare Parts from the Lessee to EDC, the Port Authority releases the Security Interest and the Port Authority's Other Rights and agrees that the Security Agreement shall thereupon be null and void and of no further force or effect. Except as specifically set forth above in this paragraph, nothing contained herein shall alter, reduce, relieve or otherwise affect in any way any of the obligations of the Lessee to the Port Authority under the Lease.

2. The Lessee agrees that the Purchase Agreement attached hereto as Exhibit A is the Purchase and Lease Agreement that will be entered into by EDC and the Lessee on the matter contemplated therein, and agrees that it will not enter into any amendment or otherwise alter any of the provisions of the Purchase Agreement. The Lessee further agrees that, notwithstanding the provisions of Section 4.b of the Purchase Agreement, it will not use the Spare Parts at any other location than the Terminal.

3. In the event that under the Agreement, the Port Authority purchases from EDC, either prior to or following the expiration or the termination of the letting, any of the Spare Parts installed on Paceco Crane No. 1253 or Paceco Crane No. 1254

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by the Lessee and not replaced by the Lessee in the inventory of Spare Parts, the Lessee shall upon demand pay to the Port Authority the Individual Purchase Price for such Spare Part as defined in paragraph (a) of Section 46 of the Lease and set forth in Schedule B annexed to Supplement No. 1 to the Lease for such Spare Part.

4. (a) In addition to all other security required to be deposited by the Lessee with the Port Authority under the provisions of the Lease, the Lessee shall deposit and maintain with the Port Authority a security deposit in accordance with the provisions of Standard Endorsement No. L23.2B attached to this Agreement and hereby made a part hereof. Except in the first line of said Standard Endorsement No. L23.2B attached hereto, the words "this Agreement" shall be deemed deleted therefrom and the words "the Lease" shall be deemed inserted in lieu thereof.

(b) Notwithstanding any provision to the contrary contained in Standard Endorsement No. L23.2B attached hereto, and without otherwise limiting the provisions thereof, the security deposit requirement set forth in said Standard Endorsement No. L23.2B shall be cancelled and the Lessee shall have the right to request the return of said security deposit in the event that the Lessee shall meet the following conditions: (1) at any time after twelve consecutive months after the deposit by the Lessee of the security deposit required under said Standard Endorsement No. L23.2B, the Lessee shall demonstrate to the Port Authority that the Lessee has performed at the Facility no fewer than one hundred thirty thousand (130,000) individual crane lifts of cargo containers during the immediately preceding twelve consecutive months; and (2) at the time for the return of any security deposit to the Lessee under the provisions of this subparagraph, the Lessee shall be current in all of its accounts with the Port Authority under the Lease as herein amended and shall otherwise demonstrate a satisfactory level of financial responsibility.

(c) Not withstanding any provision to the contrary contained in Standard Endorsement No. L23.2B attached hereto or in this paragraph, and without otherwise limiting any provision thereof, the Lessee agrees that in the event that the Port Authority shall use the security deposit provided for in this paragraph and said Standard Endorsement No. L23.2B or any part thereof in whole or in partial satisfaction of any of its claims or demands against the Lessee, and the Lessee shall have failed to deposit with the Port Authority additional cash or bonds or such letter of credit so as to maintain the security deposit required under said Standard Endorsement No. L23.2B at all times in the full amount of One Million Dollars and No Cents ($1,000,00.00), then, in the event that the Lessee shall satisfy the requirements set forth in subparagraph (b) of this paragraph for the return of the said security deposit, only the amount actually on deposit at such time after deduction of sums required

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to satisfy any amounts then due and owing to the Port Authority under the Lease as herein amended shall be returned to the Lessee under the provisions of subparagraph (b) of this paragraph.

(d) In the event that the Lessee shall deliver a letter of credit to the Port Authority under the provisions of paragraph (b) of Standard Endorsement No. L23.2B attached hereto, it is specifically understood and agreed that the Port Authority shall have the right upon notice to the Lessee given from time to time and at any time to require the Lessee to deliver a substitute letter of credit issued by a different banking institution from the banking institution which issued the letter of credit then held by the Port Authority. The said substitute letter of credit shall meet all of the requirements of paragraph (b) of said Standard Endorsement No. L23.2B and of this paragraph. Upon delivery by the Lessee of said substitute letter of credit to the Port Authority, the Port Authority shall return to the Lessee the letter of credit issued by the banking institution being replaced under the provisions of this subparagraph; provided, however, that only the amount of the letter of credit actually on deposit at such time and after deduction of sums required to satisfy any amounts then due and owing to the Port Authority under the Lease as herein amended shall be returned to the Lessee under the provisions of this subparagraph. Without limiting any of the rights or remedies of the Port Authority under the Lease as herein amended, if the Lessee shall fail promptly to deliver to the Port Authority a substitute letter of credit in accordance with the terms of this subparagraph, the Port Authority shall have the right (but not the obligation) to draw down the full amount of the letter of credit then held by it under the provisions of this paragraph and said Standard Endorsement No. L23.2B and thereafter the Port Authority will hold the same as security under the Lease as herein amended. If the amount drawn down by the Port Authority under the provisions of the immediately preceding sentence less any amounts then due and owing to the Port Authority under the Lease as herein amended is less than One Million Dollars and No Cents ($1,000,000.00), the Lessee shall promptly deliver to the Port Authority a substitute letter of credit or other security under the provisions of this paragraph and Standard Endorsement No. L23.2B attached hereto to bring the amount of security deposited under this paragraph and said Standard Endorsement No. L23.2B to One Million Dollars and No Cents ($1,000,000.00).

5. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect.

6. The Lessee represents and warrants that no broker has been concerned in the negotiation of this Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify

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and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation or execution of this Agreement.

7. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

8. This Agreement, together with the Lease (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

SECRETARY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

(Title) Acting Deputy Director

(Seal)

WITNESS

~~ATTEST:~~

~~Secretary~~

HOWLAND HOOK CONTAINER TERMINAL, INC.

By _____

(Title) President

~~(Corporate Seal)~~

APPROVED:

Form	Terms
RTV	

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(a) Upon the execution of this Agreement by the Lessee and delivery thereof to the Port Authority, the Lessee shall deposit with the Port Authority (and shall keep deposited throughout the letting under this Agreement) either the sum of One Million Dollars and No Cents ($1,000,000.00)

in cash, or bonds of the United States of America, or of the State of New Jersey, or of the State of New York, or of The Port Authority of New York and New Jersey, having a market value of that amount, as security for the full, faithful and prompt performance of and compliance with, on the part of the Lessee, all of the terms, provisions, covenants and conditions of this Agreement on its part to be fulfilled, kept, performed or observed. Bonds qualifying for deposit hereunder shall be in bearer form but if bonds of that issue were offered only in registered form, then the Lessee may deposit such bond or bonds in registered form, provided, however, that the Port Authority shall be under no obligation to accept such deposit of a bond in registered form unless such bond has been re-registered in the name of the Port Authority (the expense of such re-registration to be borne by the Lessee) in a manner satisfactory to the Port Authority. The Lessee may request the Port Authority to accept a registered bond in the Lessee's name and if acceptable to the Port Authority the Lessee shall deposit such bond together with a bond power (and such other instruments or other documents as the Port Authority may require) in form and substance satisfactory to the Port Authority. In the event the deposit is returned to the Lessee any expenses incurred by the Port Authority in re-registering a bond to the name of the Lessee shall be borne by the Lessee. In addition to any and all other remedies available to it, the Port Authority shall have the right, at its option, at any time and from time to time, with or without notice, to use the deposit or any part thereof in whole or partial satisfaction of any of its claims or demands against the Lessee. There shall be no obligation on the Port Authority to exercise such right and neither the existence of such right nor the holding of the deposit itself shall cure any default or breach of this Agreement on the part of the Lessee. With respect to any bonds deposited by the Lessee, the Port Authority shall have the right, in order to satisfy any of its claims or demands against the Lessee, to sell the same in whole or in part, at any time and from time to time, with or without prior notice at public or private sale, all as determined by the Port Authority, together with the right to purchase the same at such sale free of all claims, equities or rights or redemption

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of the Lessee. The Lessee hereby waives all right to participate therein and all right to prior notice or demand of the amount or amounts of the claims or demands of the Port Authority against the Lessee. The proceeds of every such sale shall be applied by the Port Authority first to the costs and expenses of the sale (including but not limited to advertising or commission expenses) and then to the amounts due the Port Authority from the Lessee. Any balance remaining shall be retained in cash toward bringing the deposit to the sum specified above. In the event that the Port Authority shall at any time or times so use the deposit, or any part thereof, or if bonds shall have been deposited and the market value thereof shall have declined below the above-mentioned amount, the Lessee shall, on demand of the Port Authority and within two (2) days thereafter, deposit with the Port Authority additional cash or bonds so as to maintain the deposit at all times to the full amount above stated, and such additional deposits shall be subject to all the conditions of this Section. After the expiration or earlier termination of the letting under this Agreement as the said letting may have been extended, and upon condition that the Lessee shall then be in no wise in default under any part of this Agreement, as this Agreement may have been amended or extended (or both), and upon written request therefor by the Lessee, the Port Authority will return the deposit to the Lessee less the amount of any and all unpaid claims and demands (including estimated damages) of the Port Authority by reason of any default or breach by the Lessee of this Agreement or any part thereof. The Lessee agrees that it will not assign or encumber the deposit. The Lessee may collect or receive any interest or income earned on bonds and interest paid on cash deposited in interest-bearing bank accounts, less any part thereof or amount which the Port Authority is or may hereafter be entitled or authorized by law to retain or to charge in connection therewith, whether as or in lieu of an administrative expense, or custodial charge, or otherwise; provided however, that the Port Authority shall not be obligated by this provision to place or to keep cash deposited hereunder in interest-bearing bank accounts.

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(b) The Lessee may at any time during the term of the letting under this Agreement offer to deliver to the Port Authority, as security for all obligations of the Lessee under this Agreement, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District, in favor of the Port Authority in the amount of One Million Dollars and No Cents ($1,000,000.00).
The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the term of the letting under this Agreement and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent satisfactory letter. Upon notice of cancellation of a letter of credit the Lessee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by security in accordance with paragraph (a) of this Standard Endorsement or another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security under paragraph (a) of this Standard Endorsement. Failure to provide such a letter of credit at any time during the term of the letting, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Agreement on the part of the Lessee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Lessee made thereafter, the Port Authority will return the security deposit, if any, theretofore made under and in accordance with the provisions of paragraph (a) of this Standard Endorsement. The Lessee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the letting and fulfillment of the obligations of the Lessee under this Agreement. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Lessee, on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount.

(c) For purposes of the provisions set forth in this Standard Endorsement, the Lessee hereby certifies that its I.R.S. Employer Identification No. is 13-384-1035.

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EXHIBIT A

PURCHASE AND LEASE AGREEMENT

Purchase and Lease Agreement ("Agreement"), made this ____ day of March, 1998 by and between Howland Hook Container Terminal, Inc. (HHCT), a New York corporation having an office at 300 Western Avenue, Staten Island, New York 10303, as seller, and New York City Economic Development Corporation, a local development corporation pursuant to Section 1411 of the New York Not-for-Profit Corporation Law, with its principal office at 110 William Street, New York, New York 10038 ("EDC"), as purchaser.

WITNESSETH:

WHEREAS, the City of New York (the "City") owns certain container cranes (the "Cranes") which are located at the Howland Hook Marine Terminal ("HHMT"), the City's largest container terminal, on Staten Island; and

WHEREAS, HHMT is leased by the City to Port Authority of New York and New Jersey ("Port Authority") which subleases space at HHMT to HHCT pursuant to a lease dated as of June 30, 1995, as amended (the "Lease"); and

WHEREAS, HHCT is engaged in the business of stevedoring and warehousing ship borne commodities in connection with which it utilizes the Cranes; and

WHEREAS, pending certain negotiations among EDC, Port Authority and HHCTI involving the purchase by EDC of certain spare parts for the Cranes from Port Authority, as itemized on Appendix A hereto (the "Spare Parts"), for the benefit of the City, HHCT, using its own funds, purchased the Spare Parts at a cost of $1.3 million because EDC could not timely do so; and

WHEREAS, EDC now desires to purchase the Spare Parts from HHCT for the benefit of the City, for use by HHCT in connection with the Cranes at HHMT;

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NOW, THEREFORE, in consideration of the covenants set forth herein, the parties hereto agree as follows:

1. Purchase. EDC hereby purchases from HHCT, for the benefit of the City, and HHCT hereby sells to EDC, the Spare Parts, for the prices indicated on Appendix A, together with HHCT's rights and interests in and to the warranty agreements and service contracts applicable thereto, for a total price of $1.3 million..

2. Lease. EDC hereby leases to HHCT and HHCT hereby leases from EDC, subject to the terms and conditions of this Agreement, the Spare Parts (together with all attachments, parts, additions, replacements and substitutions thereto, to the extent provided for herein, and repairs, accessions and accessories incorporated therein and/or affixed thereto).

3. Term; Rent

a. The term of this Agreement shall commence on the date this Agreement is executed by EDC and HHCT and shall continue in effect thereafter so long as the Lease remains in effect or, if the Lease is terminated, until either EDC or HHCT gives the other party written notice of termination of this Agreement. HHCT shall immediately notify EDC in writing in the event of termination of the Lease prior to the effective date of any such termination or HHCT's vacating the premises at HHMT.

b. HHCT shall pay to EDC, as rent for the Spare Parts ("Rent"), the annual amount of one dollar ($1.00), payable on the date this Agreement is executed and on each subsequent anniversary thereof through expiration or earlier termination of this Agreement.

4. Use and Location

a. The Spare Parts shall be used and operated by HHCT only in the ordinary conduct of its business by qualified employees of HHCT and in accordance with all

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applicable operating instructions, and applicable governmental laws, rules and regulations. Upon reasonable prior notice, HHCT shall make the Spare Parts and all related records available to EDC or its agents for inspection during normal business hours. HHCT shall not voluntarily part with control or possession of any Spare Parts without EDC's prior written consent, except in connection with maintenance or repair or as otherwise permitted in Section 4.b. below.

b. All Spare Parts shall be used by HHCT during the term of the Lease at its Howland Hook Marine Terminal location. Use at any other location in the City shall be subject to EDC's prior written approval. Notwithstanding the foregoing, any of the Spare Parts may be moved from such office or location in connection with the maintenance or repair of such Spare Parts or a disposition of such Spare Parts pursuant to Section 5.b. of this Agreement.

c. If any Spare Part is moved from its initial location, except as otherwise required for maintenance or repair, or pursuant to a deposition under Section 5.b., HHCT shall immediately provide written notice of the new location to EDC.

5. Maintenance; Obsolescence

a. HHCT, at its expense, shall keep the Spare Parts in good condition and working order, ordinary wear and tear from proper use excepted, and shall make all necessary adjustments, repairs and replacements, all of which shall become the property of EDC. HHCT shall not make any alterations, additions or improvements to the Spare Parts except as may be required pursuant to the preceding sentence without EDC's prior written consent unless such alterations, additions or improvements do not impair the commercial value or the originally intended function or use of such Spare Parts. Any alteration, addition or improvement shall without further action become the property of EDC, provided however, that

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any alterations, additions and improvements which would reduce the value of the Spare Parts must be removed prior to the return of such Spare Parts to EDC. HHCT shall not violate any insurance or warranty requirements with respect to the Spare Parts.

b. In the event that HHCT makes a determination that any of the Spare Parts has become obsolete or useless prior to the end of the Term of this Agreement, HHCT shall deliver to EDC a certificate of an authorized officer of HHCT stating that HHCT has made a good faith determination that such Spare Part is obsolete or useless. EDC shall then have the right, in its sole discretion, to require that HHCT sell such Spare Part for and in the name of EDC and: (x) with consent of EDC, use the proceeds thereof to purchase replacement equipment which shall be leased to HHCT hereunder and subject to this Agreement, or (y) turn such proceeds over to EDC. EDC shall execute and deliver any documents reasonably necessary to effect any such sale and replacement.

6. Insurance

a. General. HHCT shall at all times carry and maintain at its sole cost and expense the insurance specified below. The policies required by Subsection b below shall name EDC and the City of New York (the "City") as additional insureds and loss payees. The insurance policies required by this Agreement shall be in form and substance reasonably satisfactory to EDC and shall be obtained from responsible companies licensed to do business in the state of New York. Three (3) certificates of insurance for each such policy shall be delivered to EDC on or prior to the Commencement Date in form satisfactory to EDC, and a confirmation of renewal of each such policy shall be delivered to EDC not less than 10 days prior to the expiration of any policy. At EDC's request, HHCT shall provide, or cause its insurer or insurance broker to provide, copies of the required insurance policies.

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b. Types Required

(1) HHCT shall maintain in effect commercial general liability insurance with a combined single limit of not less than $1,000,000 per occurrence for personal injury, including bodily injury or death, and property damage, but, if an annual aggregate is applicable to the policy, not less than $5,000,000 in the aggregate (the certificate of insurance must indicate that the insurance afforded by this Section b(1) is on an occurrence basis).

(2) HHCT shall maintain in effect (i) workers' compensation insurance in statutory amounts for all persons employed by HHCT, and (ii) disability benefits insurance in statutory amounts for all such personnel who may come within the provisions of the disability benefits law.

(3) All risks property insurance insuring the Spare Parts in amounts equal to not less than the greater of 100% of the actual replacement cost of the Spare Parts.

c. Provisions To Be Included. To the extent obtainable on a commercially reasonable basis, policies of insurance maintained pursuant to this Agreement shall contain the following provisions with respect to the interest of the City and EDC in such policies:

"(1) Notices from the insurer to the City of New York (the "City") and to EDC in connection with this policy shall be addressed to Contract Administrator, New York City Economic

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Development Corporation, 110 William Street, New York, New York 10038, or such other addresses as may be specified by EDC;

(2) Notice of accident from the City and/or EDC to the insurer within 120 days after receipt by the City and/or EDC of notice of such accident shall be acceptable by the insurer as valid and timely notice of accident under this policy;

(3) Notice of claim from the City and/or EDC to the insurer within 120 days after any such claim has been filed with both the Comptroller of the City and EDC shall be acceptable by the insurer as valid and timely notice of claim under this policy;

(4) Notice of accident or claim from the City, EDC or HHCT to the insurer shall be deemed notice by all of the above under this policy;

(5) This policy shall not be canceled, terminated or modified, nor the coverage hereunder reduced, by the insurer unless 30 days prior written notice thereof is sent by registered mail to HHCT, EDC and the City, nor shall this policy by canceled, terminated, or modified by HHCT without prior written consent by EDC and the City;

(6) Violation of the terms of any other policy issued by the insurer to HHCT or any persons or entities employed or otherwise hired or pertained by HHCT shall not invalidate this policy."

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d. Notice of Claim. HHCT shall comply with the provisions of all insurance policies required pursuant to this Article, and shall give the insurer, the City, and EDC notice of any claim, accident, and loss promptly upon its acquiring knowledge of the same.

e. Settlement. EDC and HHCT agree to cooperate and consult with each other in all matters pertaining to the settlement, compromising, arbitration or adjustment of any claim or demand on account of any loss, but the settlement, compromising, arbitration or adjustment of any such claim or demand shall be decided by the HHCT. EDC shall, at the sole cost and expense of HHCT, cooperate with HHCT in the settlement, compromising, arbitration or adjustment of any such claim or demand and shall execute such documents as shall be reasonably necessary to accomplish the same.

7. Ownership; Liens; Security Interest

a. The Spare Parts are and shall at all times be the property of EDC. HHCT shall have no right, title or interest therein except as set forth in this Agreement. The Spare Parts is, and shall at all times be and remain, personal property, and HHCT agrees to take all action necessary or reasonably requested by EDC to ensure that the Spare Parts shall remain personal property.

8. Disclaimer of Warranties

EDC warrants that, subject to the terms of this Agreement, neither EDC nor its successors or assigns or anyone acting or claiming through EDC will interfere with HHCT's quiet enjoyment and use of the Spare Parts. **EXCEPT FOR EDC'S WARRANTY OF QUIET ENJOYMENT, EDC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE SPARE PARTS, INCLUDING, WITHOUT** LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR

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OF MERCHANTABILITY. EDC HAS NO FAMILIARITY WITH THE SPARE PARTS AND ASSUMES NO RESPONSIBILITY FOR THE INSTALLATION, ADJUSTING OR SERVICING THEREOF. HHCT HEREBY WAIVES ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT OR ABSOLUTE LIABILITY IN TORT) IT MIGHT HAVE AGAINST EDC FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGE) OR EXPENSE CAUSED BY THE SPARE PARTS. HHCT ACKNOWLEDGES THAT EDC DID NOT SELECT, MANUFACTURE OR SUPPLY THE SPARE PARTS AND THAT HHCT HAS MADE THE SELECTION OF THE SPARE PARTS BASED UPON ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE ON ANY STATEMENTS MADE BY EDC OR ITS AGENTS. Provided no Event of Default has occurred, EDC hereby assigns to HHCT and HHCT shall have the benefit of, any and all manufacturer's warranties, service agreements and patent indemnities, if any, with respect to the Spare Parts; provided, however, that HHCT's sole remedy for the breach of any such warranty, indemnification or service agreement shall be against the manufacturer or vendor of such Spare Parts and not against EDC, nor shall ny such breach have any effect whatsoever on the rights and obligations of EDC or HHCT hereunder.

9. Waiver of Defenses

HHCT shall not assert against EDC any claim or defense arising as a result of any breach of warranty by the vendor or manufacturer or any malfunctioning or defect in the Spare Parts or dissatisfaction on the part of the HHCT. Under no circumstances shall HHCT make any claim against EDC for any consequential or indirect damages.

10. Risk of Loss

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Upon delivery of the Spare Parts to HHCT, HHCT shall bear the entire risk of loss, damage, theft, or destruction of the Spare Parts or any part thereof, from any and every cause whatsoever, and no such loss, damage, theft or destruction shall relieve HHCT of its obligation to comply with any obligation under the Lease. If the any part of Spare Parts is lost, stolen, destroyed or irreparably damaged from any cause whatsoever (each an "Event of Loss"). HHCT shall, at HHCT's option, (a) repair such Spare Parts or replace such Spare Parts with comparable equipment in good condition and working order acceptable to EDC, and HHCT shall transfer title to the replacement equipment to EDC, free and clear of all liens, claims and encumbrances, which equipment shall thereupon become subject to this Agreement for the remainder of the term thereof, or (b) pay EDC within ninety (90) days following such Event of Loss, an amount equal to the applicable proceeds of insurance received with respect to such Spare Parts and upon EDC's receipt of such payment in full, EDC's right, title and interest in such Spare Parts shall immediately without further action pass to HHCT, on an as-is where-is basis, without recourse or warranty.

11. Impositions and Fees

HHCT shall pay when due all fees, taxes and charges (including without limitation, interest and penalties) of any nature which may now or hereafter be imposed or levied by any governmental authority affecting the Spare Parts (collectively, "Impositions") (including, without limitation, the purchase, ownership, transportation, delivery, installation, leasing, possession, use, operation, storage, and return of such Spare Parts). The provisions of this Section 11 shall survive the expiration or sooner termination of this Agreement.

12. HHCT's Failure to Pay, EDC's Payment

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If HHCT fails to pay or otherwise perform any of its obligations under this Agreement, EDC may, after the expiration of any applicable grace period provided herein, but shall not be obligated to, pay such amounts or perform such obligations for the account of HHCT without thereby waiving EDC's right to declare an Event of Default. In any such event, HHCT shall immediately upon demand reimburse EDC for any such costs and expenses incurred by EDC.

13. Events of Default

Each of the following shall constitute an "Event of Default" hereunder:

a. relocation by HHCT of any of the Spare Parts in contravention of Section 4.b. hereof; or

b. default by HHCT under: (i) any other provision of this Agreement which continues for thirty (30) days after notice of such default by EDC to HHCT or, if by reason of the nature of such default, the same can be remedied, but not within the said thirty (30) days, HHCT fails to proceed with reasonable diligence after receipt of said notice to cure the same or fails to continue with reasonable diligence its efforts to cure the same beyond any applicable notice and grace period provided therein.

14. Remedies

Upon the occurrence of any Event of Default, EDC may, without notice to HHCT, exercise the following remedies, as applicable:

a. With respect to an Event of Default described in Section 13.a., EDC may declare immediately due and payable by HHCT, the original purchase price of the item or items of Spare Parts so relocated; and

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b. With respect to an Event of Default described in Section 13.b., at EDC's sole discretion, EDC may terminate this Agreement and exercise any and all other remedies available to it at law or in equity. The provisions of this Article 14 shall survive the expiration or sooner termination of the Agreement or any Lease.

No failure or delay on the part of EDC to exercise any remedy hereunder shall operate as a waiver thereof. No express or implied waiver by EDC of any default shall constitute a waiver of any other default by HHCT or a waiver of any of EDC's rights.

The provisions of this Article 14 shall survive the expiration or sooner termination of this Agreement.

15. Indemnification

HHCT shall indemnify and hold harmless EDC and the City and their respective agents, officers; directors, employees, and assigns from and against any and all claims, liabilities obligations, losses damages and all costs and expenses thereof (including legal fees and expenses) to which they may be subject (i) because of any act or omission of HHCT or its agents, officers, directors, employees, servants, contractors, consultants or subcontractors in connection with this Agreement, or the Spare Parts (ii) because of the negligence, fault or default of HHCT or its agents, officers, directors, employees, servants, contractors, consultants or subcontractors relating to this Agreement or the Spare Parts or (iii) in any way related to or arising out of the Agreement or the leasing of the Spare Parts to HHCT. HHCT shall be solely responsible for the safety and protection of all its employees in connection with the use, ownership and operation of the Spare Parts and shall assume all liability for injuries, including death, that may occur to said employees due to the negligence, fault or default of HHCT in

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connection therewith. The provisions of this Section 15 shall survive the expiration or sooner termination of this Agreement.

16. Records.

a. HHCT shall maintain complete, accurate, readily auditable records and accounts, in accordance with generally accepted accounting principles and with supporting documentation, in readily accessible files, of all its financial and other activities undertaken with respect to this Agreement. All such records shall be maintained for a period of six years and upon request shall be made available to EDC or the City at a location within the City for examination and copying at the expense of EDC or the City.

b. This Agreement is subject to audit at the expense of the auditing party, by EDC and by City entities having audit authority. The provisions of this Section 16 shall survive the expiration or termination of this Agreement.

17. HHCT Representations

HHCT represents and warrants to EDC that:

a. HHCT is a corporation duly organized, validly existing and in good standing under the laws of the United States of America, is not in violation of any provision of its articles of incorporation or by-laws, has the corporate power and authority to own its property and assets, to carry on its business as now being conducted by its and to execute, deliver and perform this Agreement;

b. HHCT will duly authorize the execution, delivery and performance of this Agreement and each Lease before signing them;

c. when fully signed and delivered, this Agreement will be a legal, valid and binding agreement of HHCT, enforceable against HHCT in accordance with its

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terms subject to applicable bankruptcy and other laws, and will not violate or create a default under any law, rule, regulation, judgment, order instrument, agreement or charter document binding on HHCT or its property;

d. no consent or approval of, notice to, or filing with any governmental authority is required for HHCT to sign, deliver or perform this Agreement;

e. there are no pending or threatened actions or proceedings before any court or administrative agency that would have a material adverse effect on HHCT's ability to perform its obligations under this Agreement, nor is HHCT in default under any material loan, lease or purchase obligation which would have a material adverse effect on HHCT's ability to perform its obligations under this Agreement.

18. No Discrimination.

a. HHCT shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, handicap, marital status, national origin, sexual orientation or affectional preference. HHCT shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, age, handicap, marital status, national origin, sexual orientation or affectional preference. HHCT shall take affirmative action with regard to, but not limited to, the following: employment, upgrading, demotion, and transfer; recruitment, recruitment advertising, layoff and termination; rates of pay and other forms of compensation; and selection for training, including apprenticeship. HHCT shall post in conspicuous places accessible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. HHCT shall state in such notices that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, handicap,

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marital status, national origin, sexual orientation or affectional preference. The provisions of this paragraph shall be deemed supplementary to, and not in lieu of, or in substitution for, the applicable provisions of the New York State Labor Law relating to nondiscrimination, and other applicable federal, state or city laws, ordinances, rules, regulations and orders.

b. HHCT shall comply with the provisions of the MacBride Principles Rider annexed hereto as Appendix E, which are incorporated herein and made a part hereof by this reference.

19. MISCELLANEOUS.

a. Any notice, approval, comment, acceptance, request, bill, demand, statement or other communications that, under this Agreement must or may be given or made by either of the parties hereto to the other shall be in writing and shall be given by registered or certified mail or overnight courier addressed as follows:

(1) If to EDC:

NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION
110 William Street
New York, New York 10038
Attention: General Counsel

(2) If to HHCT:

Staten Island Container Terminal, Inc.
300 Western Avenue
Staten Island, New York 10303
Attention: Carmine F. Ragucci

Either party, however, may designate in writing any new or other address to which such notice, approval, comment, acceptance, request, bill, demand, statement or other communication shall thereafter be so mailed. Any such notice, approval, comment, acceptance,

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request, bill, demand, statement or other communication shall be deemed given when deposited in a general or branch post office, maintained by the U.S. Postal Service, enclosed in a registered or certified prepaid wrapper addressed as herein provided.

b. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

c. HHCT specifically understands and agrees that in the performance of the terms, covenants, and conditions of this Agreement, HHCT and its agents, employees, contractors, consultants, and subcontractors shall not be deemed to be acting as agents, servants or employees of EDC or the City by virtue of this Agreement or by virtue of any approval, permit, license, grant, right, or other authorization given by the City or EDC or any of their agents, officers, directors or employees pursuant to this Agreement, and shall be deemed solely responsible for all acts taken by them pursuant to this Agreement. HHCT shall be solely responsible for the work, direction, compensation and personal conduct of its employees.

d. This Agreement and all documentation executed in connection therewith shall constitute the complete and exclusive statement of the terms of the agreement of EDC and HHCT with respect to the Spare Parts leased thereby, and shall automatically cancel and supersede any and all prior oral or written understandings with respect thereto.

(e) Attached hereto as Appendix B is a copy of the Bill of Sale relating to the Spare Parts.

(f) Attached hereto as Appendix C are a copy of: (a) the receipt or cancelled check indicating payment to Port Authority of the purchase price for the Spare Parts by HHCT, and (b) any agreement(s) entered into, or other document(s) exchanged (including

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warranties, service contracts, etc.) between Port Authority and HHCT relating to or concerning the Spare Parts.

(g) Attached hereto as Appendix D is a copy of the duly adopted resolution of the board of directors of HHCT authorizing the transactions contemplated by this Agreement and the execution and delivery of this Agreement by an authorized officer of HHCT.

20. Third Party Beneficiary. The City shall be a third party beneficiary of this Agreement with full power to enforce the terms hereof against HHCT as if it were a party hereto.

21. Amendments.

No term or provision of this Agreement may be amended, modified, waived, discharged or terminated except by a written instrument signed by the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION

By: _____

Title: _____

HOWLAND HOOK CONTAINER TERMINALS, INC.

By: _____

Title: _____

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EXHIBIT B

THIS AGREEMENT, made as of March 30, 1998, by and between the NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION (hereinafter called "EDC") acting on behalf of The City of New York (hereinafter called "the City"), THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority"), and HOWLAND HOOK CONTAINER TERMINAL, INC. (hereinafter called "HHCT"),

WITNESSETH, That:

WHEREAS, the Port Authority and HHCT entered into an agreement of lease dated as of June 30, 1995 and bearing Port Authority Lease No. HHT-4 (which agreement of lease, as the same has been heretofore amended, modified and supplemented, is hereinafter called "the Lease") covering the letting of the Howland Hook Marine Terminal (hereinafter called "the Terminal"); and

WHEREAS, Section 46 of the Lease granted to HHCT the option to purchase from the Port Authority certain spare parts for container cranes located on the Terminal and described in Schedule B attached to Supplement No. 1 to the Lease dated as of July 14, 1995 (which spare parts, as they may exist from time to time under the provisions of the Lease, are hereinafter called "the Spare Parts" and which container cranes are hereinafter called "the Cranes"); and

WHEREAS, Section 46 of the Lease granted to the Port Authority certain rights with respect to the Spare Parts and imposed certain obligations upon HHCT with respect to the Spare Parts (which rights and obligations are hereinafter collectively called "the Port Authority's Other Rights"); and

WHEREAS, pursuant to Supplement No. 2 to the Lease dated as of October 30, 1995, HHCT exercised its option under Section 46 of the Lease to purchase the Spare Parts and HHCT agreed to provide the Port Authority with a security interest in the Spare Parts and entered into a security agreement with the Port Authority dated as of November 9, 1995 creating a security interest in the Spare Parts in favor of the Port Authority (which security interest is hereinafter called "the Security Interest" and which security agreement is hereinafter called "the Security Agreement"); and

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WHEREAS, by an agreement dated the date hereof between EDC and HHCT, EDC has purchased the Spare Parts from HHCT and leased such Spare Parts back to HHCT (which agreement is hereinafter called "the Purchase and Lease Agreement");

NOW THEREFORE, for and in consideration of the mutual agreements hereinafter contained the Port Authority, EDC and HHCT agree as follows:

1. Subject to all of the terms and conditions of this Agreement, the Port Authority releases the Security Interest and the Port Authority's Other Rights effective upon the effective date of the transfer of title in the Spare Parts from HHCT to EDC under the Purchase and Lease Agreement (which effective date is hereinafter called "the Effective Date"), and the parties agree that the Security Agreement shall thereupon be null and void and of no further force or effect.

2. Effective as of the Effective Date, the parties agree that the Spare Parts shall be the sole property of EDC, to be held by EDC for the benefit of the City and to be used and maintained by HHCT, as set forth and provided in the Purchase and Lease Agreement; and the Port Authority shall have no further right(s) or interest(s) of any kind or nature whatsoever, including any right(s) or interest(s) pursuant to the above described Lease, in or to the Spare Parts.

3. Nothing contained in this Agreement shall alter, reduce, relieve or otherwise affect any obligation of HHCT, as lessee, or right or remedy of the Port Authority, as lessor, under the Lease except to the extent any such obligation or right or remedy may be altered, reduced, relieved, eliminated or otherwise affected by the provisions of paragraphs 1 and 2 of this Agreement in which event the provisions of this Agreement shall be controlling.

4. To effectuate the foregoing, the Port Authority shall execute and deliver herewith to EDC, form UCC-3, in the form(s) annexed hereto, terminating the Security Interest (as described in form UCC-1, also annexed hereto), which form UCC-3 shall be filed by EDC with the appropriate governmental authority(ies).

5. Notwithstanding anything to the contrary set forth above in this Agreement, EDC agrees to and shall have the following obligations:

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(a) At any time following the Effective Date during the remainder of the term of the letting under the Lease that EDC shall determine to sell any of the Spare Parts, it shall first offer to sell same to the Port Authority at the lesser of (1) the price then being offered to EDC for the purchase of such of the Spare Parts or (2) the Sale Price, as defined in and determined in accordance with the provisions of subparagraph (c) of this paragraph, for such of the Spare Parts. EDC shall have the full and complete right to sell and convey such of the Spare Parts to the Port Authority and such Spare Parts shall be free and clear of any and all liens, mortgages, conditional bills of sale or other encumbrances or security interests whatsoever.

(b) The Port Authority shall notify EDC prior to the expiration of the letting under the Lease and prior to or upon any earlier termination thereof (even if stated to have the same effect as expiration); provided, however, that the giving of such notice shall not be or be deemed a condition to the Port Authority's right and option to purchase the Spare Parts from EDC under this paragraph. Upon such expiration or earlier termination, the Port Authority shall have the right and option (but not the obligation) to purchase any of the Spare Parts then owned by EDC (less any installed or otherwise used in connection with the maintenance of the Cranes owned by the City [IHI Cranes Nos. 8851, 8852, 8853 and 8855, and Peiner Crane No. 0101; but not Paceco Cranes Nos. 1253 and 1254, which are owned by the Port Authority] and not replaced), such option and right of the Port Authority to purchase the Spare Parts to be exercised by the Port Authority upon notice to EDC to that effect given at any time within thirty (30) days prior to such expiration or termination or within thirty (30) days thereafter; provided, however, that EDC shall have a right of entry to the Terminal during any period following the notice provided for in the first sentence of this subparagraph and prior to the Port Authority's exercise of such option for the purpose of taking possession of or otherwise securing the Spare Parts. In the event that the Port Authority shall not exercise such option, then upon the expiration of the option period EDC shall as soon as reasonably possible remove the Spare Parts from the Terminal and the Port Authority shall have no obligations to EDC with respect to the Spare Parts. In the event that prior to the expiration of the option period EDC removes the Spare Parts to another location in the City for the purpose of securing them, the Port Authority shall have the right to retrieve such Spare Parts from such location in the event it decides to purchase such Spare Parts. The Port Authority shall pay to EDC as the full and complete charge, cost and consideration for the Spare Parts the "Sale Price" as said term

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is defined in subparagraph (c) hereof. EDC hereby agrees that it shall execute and deliver to the Port Authority such instrument or instruments as are customary or reasonably necessary in connection with the transfer of title to the Spare Parts to the Port Authority. Upon delivery of possession to the Port Authority by EDC of the Spare Parts and the delivery of any instruments as set forth in the immediately preceding sentence, the Port Authority shall make payment to EDC on account of the Port Authority's exercise of its right and option to purchase the Spare Parts.

(c) The term "Sale Price" shall for the purposes of this Agreement mean One Million Three Hundred Nine Thousand Three Hundred Twenty Dollars and Twenty-seven Cents ($1,309,320.27), less the amounts, if any, set forth below in this subparagraph. In the event that any of the Spare Parts, at any time during the term of the letting under the Lease, has been lost or destroyed, or so damaged that it is not serviceable as a Spare Part for the Cranes, or has been installed on any of the Cranes owned by the City (in which case such Spare Part shall be part of the Crane in which it was so installed, as shall any of the Spare Parts installed on any Crane owned by the Port Authority, and the Individual Purchase Price, as defined below, for any Spare Part so installed on any Crane owned by the Port Authority shall not be deducted from the Sale Price) and not replaced by a replacement part, then there shall be deducted from the Sale Price payable by the Port Authority under this paragraph the Individual Purchase Price for such Spare Part as defined in paragraph (a) of Section 46 of the Lease and set forth in Schedule B annexed to Supplement No. 1 to the Lease for such Spare Part. In addition, the Sale Price payable by the Port Authority shall be reduced by the amount of any lien, mortgage, conditional bill of sale or other encumbrance or security interest of any kind or nature; provided, that, EDC has had a reasonable opportunity following the Port Authority's giving of notice exercising its right and option to purchase the Spare Parts to seek removal of any such encumbrance.

6. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by EDC with any liability, or held liable to EDC under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

7. This Agreement constitutes the entire agreement between the Port Authority, EDC and HHCT on the subject matter,

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and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of all of the parties. EDC and HHCT agree that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in this Agreement.

IN WITNESS WHEREOF, the Port Authority, EDC and HHCT have executed these presents as of the date first above written.

ATTEST:

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By_____

_____
Secretary

(Title)_____

ATTEST:

HOWLAND HOOK CONTAINER TERMINAL, INC.

By_____

_____
Secretary

(Title) President

NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION

By_____

_____

(Title) President

APPROVED AS TO FORM:

By: _____
New York City Corporation Counsel

CONFORMED COPY

FORM XLD - Ack., N.Y. 51380

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 30th day of March, 1998, before me personally came Victoria Cross Kelly to me known, who, being by me duly sworn, did depose and say that she resides at _____; that she is the Acting Deputy Director of The Port Authority of New York and New Jersey, (one of) the corporations described in and which executed the foregoing instrument; that she knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that she signed ~~his~~ her name thereto by like order.

Judith A. Capolongo
(notarial seal and stamp)

JUDITH A. CAPOLONGO
Commissioner of Deeds, City of New York
No. 5-1425
Cert. Filed in New York County
Commission Expires October 23, 1999

STATE OF New York)
) ss.
COUNTY OF New York)

On the 30th day of March, 1998, before me personally came Carmine Ragucci to me known, who, being by me duly sworn, did depose and say that he resides at _____; that he is the _____ President of Howland Hook Container Terminal, Inc., one of the corporations described in and which executed the foregoing instrument; ~~that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation~~; and that he signed his name thereto by ~~like~~ order of the Board of Directors.

Judith A. Capolongo
(notarial seal and stamp)

JUDITH A. CAPOLONGO
Commissioner of Deeds, City of New York
No. 5-1425
Cert. Filed in New York County
Commission Expires October 23, 1999

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THIS AGREEMENT, made as of March 30, 1998, by and between the NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION (hereinafter called "EDC") acting on behalf of The City of New York (hereinafter called "the City"), THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority"), and HOWLAND HOOK CONTAINER TERMINAL, INC. (hereinafter called "HHCT"),

WITNESSETH, That:

WHEREAS, the Port Authority and HHCT entered into an agreement of lease dated as of June 30, 1995 and bearing Port Authority Lease No. HHT-4 (which agreement of lease, as the same has been heretofore amended, modified and supplemented, is hereinafter called "the Lease") covering the letting of the Howland Hook Marine Terminal (hereinafter called "the Terminal"); and

WHEREAS, Section 46 of the Lease granted to HHCT the option to purchase from the Port Authority certain spare parts for container cranes located on the Terminal and described in Schedule B attached to Supplement No. 1 to the Lease dated as of July 14, 1995 (which spare parts, as they may exist from time to time under the provisions of the Lease, are hereinafter called "the Spare Parts" and which container cranes are hereinafter called "the Cranes"); and

WHEREAS, Section 46 of the Lease granted to the Port Authority certain rights with respect to the Spare Parts and imposed certain obligations upon HHCT with respect to the Spare Parts (which rights and obligations are hereinafter collectively called "the Port Authority's Other Rights"); and

WHEREAS, pursuant to Supplement No. 2 to the Lease dated as of October 30, 1995, HHCT exercised its option under Section 46 of the Lease to purchase the Spare Parts and HHCT agreed to provide the Port Authority with a security interest in the Spare Parts and entered into a security agreement with the Port Authority dated as of November 9, 1995 creating a security interest in the Spare Parts in favor of the Port Authority (which security interest is hereinafter called "the Security Interest" and which security agreement is hereinafter called "the Security Agreement"); and

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WHEREAS, by an agreement dated the date hereof between EDC and HHCT, EDC has purchased the Spare Parts from HHCT and leased such Spare Parts back to HHCT (which agreement is hereinafter called "the Purchase and Lease Agreement");

NOW THEREFORE, for and in consideration of the mutual agreements hereinafter contained the Port Authority, EDC and HHCT agree as follows:

1. Subject to all of the terms and conditions of this Agreement, the Port Authority releases the Security Interest and the Port Authority's Other Rights effective upon the effective date of the transfer of title in the Spare Parts from HHCT to EDC under the Purchase and Lease Agreement (which effective date is hereinafter called "the Effective Date"), and the parties agree that the Security Agreement shall thereupon be null and void and of no further force or effect.

2. Effective as of the Effective Date, the parties agree that the Spare Parts shall be the sole property of EDC, to be held by EDC for the benefit of the City and to be used and maintained by HHCT, as set forth and provided in the Purchase and Lease Agreement; and the Port Authority shall have no further right(s) or interest(s) of any kind or nature whatsoever, including any right(s) or interest(s) pursuant to the above described Lease, in or to the Spare Parts.

3. Nothing contained in this Agreement shall alter, reduce, relieve or otherwise affect any obligation of HHCT, as lessee, or right or remedy of the Port Authority, as lessor, under the Lease except to the extent any such obligation or right or remedy may be altered, reduced, relieved, eliminated or otherwise affected by the provisions of paragraphs 1 and 2 of this Agreement in which event the provisions of this Agreement shall be controlling.

4. To effectuate the foregoing, the Port Authority shall execute and deliver herewith to EDC, form UCC-3, in the form(s) annexed hereto, terminating the Security Interest (as described in form UCC-1, also annexed hereto), which form UCC-3 shall be filed by EDC with the appropriate governmental authority(ies).

5. Notwithstanding anything to the contrary set forth above in this Agreement, EDC agrees to and shall have the following obligations:

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(a) At any time following the Effective Date during the remainder of the term of the letting under the Lease that EDC shall determine to sell any of the Spare Parts, it shall first offer to sell same to the Port Authority at the lesser of (1) the price then being offered to EDC for the purchase of such of the Spare Parts or (2) the Sale Price, as defined in and determined in accordance with the provisions of subparagraph (c) of this paragraph, for such of the Spare Parts. EDC shall have the full and complete right to sell and convey such of the Spare Parts to the Port Authority and such Spare Parts shall be free and clear of any and all liens, mortgages, conditional bills of sale or other encumbrances or security interests whatsoever.

(b) The Port Authority shall notify EDC prior to the expiration of the letting under the Lease and prior to or upon any earlier termination thereof (even if stated to have the same effect as expiration); provided, however, that the giving of such notice shall not be or be deemed a condition to the Port Authority's right and option to purchase the Spare Parts from EDC under this paragraph. Upon such expiration or earlier termination, the Port Authority shall have the right and option (but not the obligation) to purchase any of the Spare Parts then owned by EDC (less any installed or otherwise used in connection with the maintenance of the Cranes owned by the City [IHI Cranes Nos. 8851, 8852, 8853 and 8855, and Peiner Crane No. 0101; but not Paceco Cranes Nos. 1253 and 1254, which are owned by the Port Authority] and not replaced), such option and right of the Port Authority to purchase the Spare Parts to be exercised by the Port Authority upon notice to EDC to that effect given at any time within thirty (30) days prior to such expiration or termination or within thirty (30) days thereafter; provided, however, that EDC shall have a right of entry to the Terminal during any period following the notice provided for in the first sentence of this subparagraph and prior to the Port Authority's exercise of such option for the purpose of taking possession of or otherwise securing the Spare Parts. In the event that the Port Authority shall not exercise such option, then upon the expiration of the option period EDC shall as soon as reasonably possible remove the Spare Parts from the Terminal and the Port Authority shall have no obligations to EDC with respect to the Spare Parts. In the event that prior to the expiration of the option period EDC removes the Spare Parts to another location in the City for the purpose of securing them, the Port Authority shall have the right to retrieve such Spare Parts from such location in the event it decides to purchase such Spare Parts. The Port Authority shall pay to EDC as the full and complete charge, cost and consideration for the Spare Parts the "Sale Price" as said term

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is defined in subparagraph (c) hereof. EDC hereby agrees that it shall execute and deliver to the Port Authority such instrument or instruments as are customary or reasonably necessary in connection with the transfer of title to the Spare Parts to the Port Authority. Upon delivery of possession to the Port Authority by EDC of the Spare Parts and the delivery of any instruments as set forth in the immediately preceding sentence, the Port Authority shall make payment to EDC on account of the Port Authority's exercise of its right and option to purchase the Spare Parts.

(c) The term "Sale Price" shall for the purposes of this Agreement mean One Million Three Hundred Nine Thousand Three Hundred Twenty Dollars and Twenty-seven Cents ($1,309,320.27), less the amounts, if any, set forth below in this subparagraph. In the event that any of the Spare Parts, at any time during the term of the letting under the Lease, has been lost or destroyed, or so damaged that it is not serviceable as a Spare Part for the Cranes, or has been installed on any of the Cranes owned by the City (in which case such Spare Part shall be part of the Crane in which it was so installed, as shall any of the Spare Parts installed on any Crane owned by the Port Authority, and the Individual Purchase Price, as defined below, for any Spare Part so installed on any Crane owned by the Port Authority shall not be deducted from the Sale Price) and not replaced by a replacement part, then there shall be deducted from the Sale Price payable by the Port Authority under this paragraph the Individual Purchase Price for such Spare Part as defined in paragraph (a) of Section 46 of the Lease and set forth in Schedule B annexed to Supplement No. 1 to the Lease for such Spare Part. In addition, the Sale Price payable by the Port Authority shall be reduced by the amount of any lien, mortgage, conditional bill of sale or other encumbrance or security interest of any kind or nature; provided, that, EDC has had a reasonable opportunity following the Port Authority's giving of notice exercising its right and option to purchase the Spare Parts to seek removal of any such encumbrance.

6. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by EDC with any liability, or held liable to EDC under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

7. This Agreement constitutes the entire agreement between the Port Authority, EDC and HHCT on the subject matter,

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and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of all of the parties. EDC and HHCT agree that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in this Agreement.

IN WITNESS WHEREOF, the Port Authority, EDC and HHCT have executed these presents as of the date first above written.

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

(Title) Acting Deputy Director

WITNESS:

~~ATTEST~~:

~~Secretary~~

HOWLAND HOOK CONTAINER TERMINAL, INC.

By _____

(Title) President

Witness:

NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION

By _____

(Title) ~~Executive Vice~~ President

APPROVED AS TO FORM:

By: _____

New York City Corporation Counsel

APPROVED:

Form	Terms

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This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented: 23

3. ☐ The Debtor is a transmitting utility.

1. Debtor(s) (Last Name First) and Address(es):
HOWLAND HOOK CONTAINER TERMINAL, INC.
Western Avenue
ten Island, N.Y. 10303

2. Secured Party(ies) Name(s) and Address(es)
THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
One World Trade Center
New York, N.Y. 10048

4. For Filing Officer: Date, Time, No. Filing Office
95-2460 #4
Outside Files

5. This Financing Statement covers the following types (or items) of property:
The crane space parts listed on the attached schedule and any parts acquired in replacement therefor and all insurance proceeds for or other proceeds of any such parts.

6. Assignee(s) of Secured Party and Address(es)

☐ Products of the Collateral are also covered.

7. ☐ The described crops are growing or to be grown on *
☐ The described goods are or are to be affixed to. *
☐ The minerals or the like (including oil and gas) to be extracted are on * *(Describe Real Estate Below)

1628F
534416

8. Describe Real Estate Here:

☐ This statement is to be indexed in the Real Estate Records:

9. Name of a Record Owner

Please Return to:
Intercounty Clearance Corporation
105 Chambers Street
New York, NY 10007

380438

No. & Street Section Block Lot

10. This statement is
☐ under a securit rity interest in collateral (check appropriate box)
☐ which is proce ty to file this statement, or
☐ acquired after a security interest was perfected, or
already subject he debtor, or ☐ as to which the filing has lapsed, or
☐ when the collateral was brought into the state, or ☐ when the debtor's location was changed to this state.

HOWLAND HOOK CONTAINER TERMINAL, INC.
By
Signature(s) of Debtor(s)

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
By
Signature(s) of Secured Party(ies)

(2) Filing Officer Copy-Acknowledgement

(5/82) STANDARD FORM - FORM UCC-1 — Approved by Secretary of State of New York

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...Uniform Commercial Code. | Sheets Presented: 2 3 4 | 3. ☐ The Debtor is a transmitting utility

1. Debtor(s) (Last Name First) and Address(es):
HOWLAND HOOK CONTAINER TERMINAL, INC.
300 Western Avenue
Staten Island, N.Y. 10303

2. Secured Party(ies) Name(s) and Address(es):
THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
One World Trade Center
New York, N.Y. 10048

4. For Filing Officer: Date, Time, No., Filing Office

5. This Financing Statement covers the following types (or items) of property:

The crane spare parts listed on the attached schedule and any parts acquired in replacement therefor and all insurance proceeds for or other proceeds of any such parts.

☐ Products of the C...

Please Return to:
Intercounty Clearance Corporation
105 Chambers Street
New York, NY 10007

428943

6. Assignee(s) of Secured Party and Address(es)

7. ☐ The described crops are growing or to be grown on:*
☐ The described goods are or are to be affixed to:*
☐ The timber to be cut or minerals or the like (including oil and gas) is on:*
*(Describe Real Estate Below)

8. Describe Real Est...

9. Name of a Record Owner

5281 99
1628 F
597794

No. & Street | Town or City | County | Section | Block | Lot

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
☐ under a security agreement signed by debtor authorizing secured party to file this statement, or
☐ which is proceeds of the original collateral described above in which a security interest was perfected, or
☐ acquired after a change of name, identity or corporate structure of the debtor, or ☐ as to which the filing has lapsed, or already subject to a security interest in another jurisdiction:
☐ when the collateral was brought into the state, or ☐ when the debtor's location was changed to this state.

HOWLAND HOOK CONTAINER TERMINAL, INC.
By See attached
Signature(s) of Debtor(s)

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
By See attached
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Numerical
(6/82) STANDARD FORM - FORM UCC-1 — Approved by Secretary of State of New York

CONFORMED COPY

Filing Date: 06/12/1996 Filing Number: 117889

FORM XLD - Ack., N.Y. 51380

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 30th day of March, 1998, before me personally came Victoria Cross Kelly to me known, who, being by me duly sworn, did depose and say that she resides at ___; that she is the Acting Deputy Director of The Port Authority of New York and New Jersey, (one of) the corporations described in and which executed the foregoing instrument; that she knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that she signed her name thereto by like order.

Judith A. Capolongo
(notarial seal and stamp)

JUDITH A. CAPOLONGO
Commissioner of Deeds, City of New York
No. 5-1425
Cert. Filed in New York County
Commission Expires October 23, 1999

STATE OF New York)
) ss.
COUNTY OF New York)

On the 30th day of March, 1998, before me personally came Michael G. Carey to me known, who, being by me duly sworn, did depose and say that he ~~resides at~~ has an office at 110 William Street, New York, New York 10038; that he is the First Executive Vice President of the New York City Economic Development Corporation, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Judith A. Capolongo
(notarial seal and stamp)

JUDITH A. CAPOLONGO
Commissioner of Deeds, City of New York
No. 5-1425
Cert. Filed in New York County
Commission Expires October 23, 1999

CONFORMED COPY

STATE OF New York)
) ss.
COUNTY OF New York)

On the 30th day of March, 1998, before me personally came Carmine F. Ragucci, to me known, who, being by me duly sworn, did depose and say that he resides at ____; that he is the President of Howland Hook Container Terminal, Inc., one of the corporations described in and which executed the foregoing instrument; ~~that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation~~; and that he signed his name thereto by ~~like~~ order of the Board of Directors.

Judith A. Capolongo
(notarial seal and stamp)

JUDITH A. CAPOLONGO
Commissioner of Deeds, City of New York
No. 5-1425
Cert. Filed in New York County
Commission Expires October 23, 1999

CONFORMED COPY

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

No. of additional Sheets Presented:

☐ The debtor is a transmitting utility.

1. Debtor(s) (Last Name First) and Address(es):

Howland Hook Container Terminal, Inc.
300 Western Avenue
Staten Island, NY 10303

2. Secured Party(ies) Name(s) and Address(es):

The Port Authority of New York and New Jersey
One World Trade Center
New York, New York 10048

4. For Filing Officer: Date, Time, No. Filing Office

5. This statement refers to original Financing Statement No. 117889 filed (date) 6-12-96 with Secretary of State, NY

6. ☐ A. Continuation — The original Financing Statement bearing the above file number is still effective.

☒ B. Termination — The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.

☒ C. Release — From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:

All collateral described in Item 5 of Financing Statement No. 117889

☐ D. Assignment — The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below:

☐ E. Amendment — The Financing Statement bearing the above file number is amended as set forth below: (Signature of Debtor and Secured Party is Required)

☐ This statement is to be indexed in the Real Estate Records — Section — Block — Lot

Howland Hook Container Terminal, INC.

By _____
Signature(s) of Debtor(s) (only on amendment)

The Port Authority of New York and New Jersey

By _____
(Signature(s) of Secured Party(ies)

(5) File Copy - Secured Party
(7-78) STANDARD FORM - FORM UCC-3 — Approved by the Secretary of State of New York, Pennsylvania & Texas

CONFORMED COPY

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

No. of additional Sheets Presented:

☐ The debtor is a transmitting utility.

1. Debtor(s) (Last Name First) and Address(es):

Howland Hook Container Terminal, Inc.
300 Western Avenue
Staten Island, New York 10303

2. Secured Party(ies) Name(s) and Address(es):

The Port Authority of New York and New Jersey
One World Trade Center
New York, New York 10048

4. For Filing Officer: Date, Time, No. Filing Office

5. This statement refers to original Financing Statement No. 95-2460 filed (date) 11-17-95 with County of Richmond

6. ☐ A. Continuation — The original Financing Statement bearing the above file number is still effective.

☒ B. Termination — The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.

☒ C. Release — From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:

All collateral described in Item 5 of Financing Statement No. 95-2460

☐ D. Assignment — The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below:

☐ E. Amendment — The Financing Statement bearing the above file number is amended as set forth below: (Signature of Debtor and Secured Party is Required)

☐ This statement is to be indexed in the Real Estate Records — Section — Block — Lot

Howland Hook Container Terminal Inc.

By _____
Signature(s) of Debtor(s) (only on amendment)

The Port Authority of New York and New Jersey

By _____
(Signature(s) of Secured Party(ies))

(5) File Copy - Secured Party

(7-78) STANDARD FORM - FORM UCC-3 — Approved by the Secretary of State of New York, Pennsylvania & Texas

CONFORMED COPY

CONFORMED COPY

Port Authority Lease No. HT-64
Supplement No. 5

RECEIVED
98 DEC -9 PM 2:16
OFFICE OF THE SECRETARY
FEDERAL MARITIME COMM

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of March 15, 1998 by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and HOWLAND HOOK CONTAINER TERMINAL, INC. (hereinafter called "the Lessee"),

WITNESSETH, That:

WHEREAS, heretofore and as of June 30, 1995, the Port Authority and the Lessee entered into an agreement of lease (hereinafter, as the said agreement of lease has been heretofore amended, modified and supplemented, called "the Lease") covering the Howland Hook Marine Terminal, in the Borough of Staten Island, in the County of Richmond and State of New York; and

WHEREAS, the Port Authority and the Lessee desire to amend the Lease;

NOW, THEREFORE, for and in consideration of the mutual agreements hereinafter contained the Port Authority and the Lessee hereby agree as follows:

1. The date "October 31, 1997" appearing in the fifth line of Section 9(q)(5) of the Lease, as amended by paragraph 1 of Supplement No. 3 to the Lease, shall be and be deemed deleted therefrom and the date "December 31, 1998" shall be and be deemed inserted in lieu thereof. The date for completion of the painting of IHI crane bearing Serial No. 8855, as set forth in the seventh line of Section 9(q)(5) of the Lease, shall be amended such that the date for the completion of said work with respect to said crane shall be December 31, 1999 instead of December 31, 1998.

2. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect.

3. The Lessee represents and warrants that no broker has been concerned in the negotiation of this Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation or execution of this Agreement.

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UNDER THE
SHIPPING ACT
OF 1984
Federal Maritime Commission

4. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

5. This Agreement, together with the Lease (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

SECRETARY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

(Title) [redacted], PORT COMMERCE DEPARTMENT

(Seal)

ATTEST:

Witness ~~Secretary~~

HOWLAND HOOK CONTAINER TERMINAL, INC.

By _____

(Title) President

(Corporate Seal)

APPROVED:
FORM
TERMS

FORM XLD - Ack., N. 51380

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 24th day of September, 1998, before me personally came Lillian C. Borrone to me known, who, being by me duly sworn, did depose and say that she resides at ___; that she is the Director, Port Commerce Dept of The Port Authority of New York and New Jersey, (one of) the corporations described in and which executed the foregoing instrument; that she knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that she signed her name thereto by like order.

Elaine M Costello
(notarial seal and stamp)

ELAINE M. COSTELLO
NOTARY PUBLIC, State of New York
No. 01CO5082011
Qualified in Kings County
Commission Expires July 14, 1999

STATE OF New York)
) ss.
COUNTY OF Richmond)

On the 15th day of July, 1998, before me personally came Carmine to me known, who, being by me duly sworn, did depose and say that he resides at ___; that he is the President of Howland Hook Container Terminal, Inc., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Peter P. Magri
(notarial seal and stamp)

PETER P. MAGRI
NOTARY PUBLIC State of New York
NO. 43-4641466
Qualified in County of Richmond
Commission Expires 5/31/99

CONFORMED COPY

ELECTION

(PURSUANT TO SECTION 142 (b) OF THE INTERNAL REVENUE CODE OF 1986)

1. HOWLAND HOOK CONTAINER TERMINAL, INC. (hereinafter called "the Lessee"), pursuant to an Agreement of Lease bearing Port Authority Lease No. HHT-4 (hereinafter called "the Lease") made under date of June 30, 1995, between the Lessee and The Port Authority of New York and New Jersey (hereinafter called "the Port Authority"), as supplemented by that certain agreement made between the Port Authority and the Lessee, dated as of September , 1997 and denominated "Supplement No. 4" to the Lease (hereinafter called "the Supplement"), has leased a site and the structures, improvements, additions, buildings and facilities located or to be located thereon at the Howland Hook Marine Terminal, all as described in the Lease (hereinafter called "the Leased Premises") to be used basically as marine terminal premises constituting a public port for a term commencing no later than approximately December 1, 1995 and expiring no later than December 31, 2019.

2. The principal office of the Port Authority is at One World Trade Center, New York, New York 10048 and its taxpayer identification number is 13-6400654W.

3. The principal office of the Lessee is at 300 Western Avenue, Staten Island, New York 10303 and its taxpayer identification number is 13-384-1035.

4. Capital expenditures in connection with the Leased Premises have been, or are expected to be made, in whole or in part by the Port Authority from "exempt facility bonds" (within the meaning of Section 142(a) of the Internal Revenue Code of 1986) issued by the Port Authority from time to time (such capital expenditures being hereinafter called "the Property").

5. The Lessee has not acquired and is not acquiring an ownership interest in the Property. The Lessee hereby irrevocably elects not to claim for purposes of federal, state or local taxation of income any depreciation or investment credits, for which it may be eligible with respect to the Property including, without limitation, the Lessee's construction work identified in subparagraph (a) of paragraph 1 of the Supplement. The Lessee further agrees that this irrevocable election shall be binding upon its successors in interest, if any, under the Lease,

and as a condition of any permitted sale or assignment of the interest of the Lessee under the Lease, every successor in interest shall furnish an executed irrevocable election in the form of the immediately preceding sentence to the Port Authority. The foregoing shall not grant or be deemed to grant to the Lessee the right to sell or assign, in any manner, its interests under the Lease.

6. It is understood that the foregoing election shall not apply to any personal property of the Lessee (including equipment and trade fixtures) removable without material damage to the Leased Premises, installed by the Lessee in or on the Leased Premises pursuant to the Lease, and which are deemed to be and remain the property of the Lessee. It is further understood that the foregoing election shall not apply to any item of the Lessee's improvements, as defined in Section 9A of the Lease, as to which item the Port Authority has provided the Lessee with written certification pursuant to the provisions of said Section 9A stating that such item of the Lessee's improvements is not subject to the foregoing election.

ATTEST:

Secretary
(Seal)

HOWLAND HOOK CONTAINER TERMINAL, INC.

By _____

(Title) President

Dated: October 8, 1997

APPROVED:
FORM TERMS

IFORMED COPY

Port Authority Lease No. HHT-4
Supplement No. 4

301-200957-003

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of September 16, 1997, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and HOWLAND HOOK CONTAINER TERMINAL, INC. (hereinafter called "the Lessee"),

WITNESSETH, That:

WHEREAS, heretofore and as of June 30, 1995, the Port Authority and the Lessee entered into an agreement of lease (hereinafter, as the said agreement of lease has been heretofore amended, modified and supplemented, called "the Lease") covering the Howland Hook Marine Terminal, in the Borough of Staten Island, in the County of Richmond and State of New York; and

WHEREAS, the Port Authority and the Lessee desire to amend the Lease;

NOW, THEREFORE, for and in consideration of the foregoing and the agreements hereinafter contained the Port Authority and the Lessee hereby agree as follows:

1. (a) The Lessee understands that construction and installation work is required in order to prepare the premises for its continued occupancy and operations, and the Lessee agrees to and shall perform the following work to prepare the premises for the Lessee's continued operations therein (which work is hereinafter called "the Lessee's construction work"): the construction of a one-story temperature-controlled warehouse of approximately sixty-six thousand four hundred (66,400) square feet. The Lessee's construction work shall be paid for by the Port Authority as provided for in subparagraphs (p) and (q) of this paragraph.

(b) With respect to the Lessee's construction work the Lessee shall be the insurer of the Port Authority, the City of New York (hereinafter called "the City"), and the New York City Economic Development Corporation (hereinafter called "EDC"), and their respective Commissioners, officers, agents and employees against the following distinct and several risks, whether they arise from acts or omissions of the Lessee, any contractors of the Lessee, the Port Authority, the City, EDC, third persons, or from acts of God or the public enemy, or otherwise, excepting only risks which result solely from affirmative wilful acts done by the Port Authority, the City or EDC subsequent to commencement of the work:

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UNDER THE SHIPPING ACT OF 1984
Federal Maritime Commission

(i) The risk of loss or damage to all such construction prior to the completion thereof. In the event of such loss or damage, the Lessee shall forthwith repair, replace and make good the work without cost to the Port Authority, the City or EDC;

(ii) The risk of death, injury or damage, direct or consequential, to the Port Authority, the City or EDC and their respective Commissioners, officers, agents and employees, and to its or their property, arising out of or in connection with the performance of the work. The Lessee shall indemnify the Port Authority, the City, and EDC and their respective Commissioners, officers, agents and employees, for all such injuries and damages, and for all loss suffered by reason thereof;

(iii) The risk of claims and demands, just or unjust, by third persons against the Port Authority, the City, or EDC and their respective Commissioners, officers, agents and employees, arising or alleged to arise out of the performance of the work. The Lessee shall indemnify the Port Authority, the City, and EDC and their respective Commissioners, officers, agents and employees, against and from all such claims and demands, and for all loss and expense incurred by it or them in the defense, settlement or satisfaction thereof including without limitation thereto, claims and demands for death, for personal injury or for property damage, direct or consequential.

(c) Prior to the commencement of any of the Lessee's construction work, the Lessee shall submit to the Port Authority for its approval a Construction Application in the form supplied by the Port Authority, and containing such terms and conditions as the Port Authority may include, setting forth in detail by appropriate plans and specifications the work the Lessee proposes to perform and the manner of and time periods for performing the same, including without limitation a schedule listing each contract proposed to be entered into for the performance of the work and the estimated cost of the work to be performed under each such contract. The data to be supplied by the Lessee shall identify each of the items constituting the Lessee's construction work, and shall describe in detail the systems, improvements, fixtures and equipment to be installed by the Lessee. The Lessee shall be responsible at its sole expense for retaining all architectural, engineering and other technical consultants and services as may be directed by the Port Authority and for developing, completing and submitting detailed plans and specifications for the work. The plans and specifications to be submitted by the Lessee shall be in sufficient detail for a contractor to perform the work and shall bear the signature and

seal of a registered architect or professional engineer licensed in the State of New York who shall be responsible for the administration of the work in accordance with the Port Authority's requirements. In connection with review by the Port Authority of the Lessee's submissions under this paragraph, the Lessee shall submit to the Port Authority, at the Port Authority's request, such additional data, detail or information as the Port Authority may find necessary. Following the Port Authority's receipt of the Lessee's Construction Application and complete plans and specifications, the Port Authority shall give its written approval or rejection thereof, or shall request such revisions or modifications thereto as the Port Authority may find necessary. The Lessee shall not engage any contractor or permit the use of any subcontractor unless and until each such contractor or subcontractor, and the contract such contractor is operating under, have been approved by the Port Authority. The Lessee shall include in any such contract or subcontract such provisions as are required in accordance with the provisions of this Agreement and the Construction Application approved by the Port Authority. The Lessee shall obtain and maintain or cause each contractor to obtain and maintain in force such insurance coverage as is described in subparagraphs (j) and (k) of this paragraph and such performance bonds as the Port Authority may specify. All of the Lessee's construction work shall be performed by the Lessee in accordance with the Construction Application and final plans and specifications approved by the Port Authority, shall be subject to inspection by the Port Authority during the progress of the work and after the completion thereof, and the Lessee shall redo or replace at its own expense any work not done in accordance therewith. Upon final completion of all of the Lessee's construction work the Lessee shall deliver to the Port Authority a certificate to such effect signed by a responsible officer of the Lessee and by the architect or engineer who sealed the Lessee's plans pursuant to the provisions of this subparagraph certifying that all of the work has been performed in accordance with the approved plans and specifications and the provisions of this Agreement, and the Lessee shall supply the Port Authority with as-built drawings of the Lessee's construction work in such form and number requested by the Port Authority. The Lessee shall keep said drawings current during the term of the letting under the Lease as herein amended. No changes or modifications to such work shall be made without prior Port Authority consent. Following its receipt of the Lessee's certificate, the Port Authority shall inspect the work and, unless such certification is not correct, or the Port Authority determines that the premises are unsuitable for occupancy and use by the Lessee, a certificate of final completion shall be delivered to the Lessee by the Port Authority (which date of issuance of said certificate is hereinafter called "the Completion Date").

(d) Except as set forth in subparagraph (e) of this paragraph, the Lessee shall not commence any portion of the Lessee's construction work until the Construction Application and plans and specifications covering such work, referred to in subparagraph (c) of this paragraph, have been finally approved by the Port Authority.

(e) If the Lessee desires to commence construction of portions of the Lessee's construction work prior to the approval by the Port Authority of the complete Construction Application and plans and specifications covering all of such work pursuant to subparagraph (c) of this paragraph, the Lessee shall submit to the Port Authority a separate Construction Application for each portion of the Lessee's construction work the Lessee so desires to commence (each such portion of the Lessee's construction work being hereinafter designated as "Partial Approval Work") which shall be executed by an authorized officer of the Lessee and shall be accompanied by final and complete plans, specifications, drawings, and data with respect to such portion of the Lessee's construction work (the final and complete plans, specifications,drawings, and data covering each such portion of the Lessee's construction work are hereinafter referred to as "the Partial Approval Work Plans" with respect to such portion of the Lessee's construction work) setting forth in detail the work to be performed in connection with each such portion of the Lessee's construction work. The Port Authority shall have full and complete discretion as to whether to permit the Lessee to proceed with the performance of any Partial Approval Work. If the Port Authority consents to the performance of any Partial Approval Work, the Port Authority shall review the Construction Application covering such work and shall give its written approval or rejection of the Partial Approval Work Plans with respect thereto or shall request such revisions or modifications thereto as the Port Authority may find necessary. Upon the Port Authority's approval of the Construction Application covering an item of Partial Approval Work and its approval of the Partial Approval Work Plans with respect thereto, the Lessee may proceed to perform such item of Partial Approval Work subject to and in accordance with the following terms and conditions:

(1) The performance by the Lessee of any item of Partial Approval Work in accordance with the Port Authority's approval will be at its sole risk and if for any reason the plans and specifications for the balance of the Lessee's construction work or, any part thereof, are not approved by the Port Authority or if the approval thereof calls for modifications or changes in any item of Partial Approval Work undertaken by the Lessee under any approval granted by the Port Authority pursuant to this subparagraph, the Lessee will, as directed by the Port Authority, and at the Lessee's sole cost and expense, either restore the area affected to the condition existing prior to the commencement of such item of Partial Approval Work or make such modifications

and changes to such work as may be required by the Port Authority.

(2) Nothing contained in any approval given pursuant to this subparagraph shall constitute a determination or indication by the Port Authority that the Lessee has complied with any laws, rules, orders, ordinances, enactments, resolutions, regulations, statutes, requirements, codes, directions, and executive orders, including but not limited to those of the City of New York, which may pertain to the Partial Approval Work to be performed and which the Lessee is required to comply with pursuant to the Lease as herein amended.

(3) Each item of Partial Approval Work shall be performed in accordance with and subject to the terms and provisions of this Agreement covering the Lessee's construction work and in accordance with the approved Construction Application covering such item of Partial Approval Work and in accordance with the approved Partial Approval Work Plans constituting a part of such Construction Application, and subject to any requirements, stipulations, and provisions which the Port Authority may impose in its approval of the performance of such item of Partial Approval Work.

(4) No Partial Approval Work performed by the Lessee pursuant to the provisions of this subparagraph shall affect or limit the obligations of the Lessee under any prior approvals it may have obtained with respect to the Lessee's construction work.

(5) The fact that the Lessee has performed any item of Partial Approval Work and that the Port Authority has consented to the performance thereof shall not affect or limit the obligations of the Lessee under this Agreement with respect to the Lessee's construction work. The Lessee specifically understands that neither the Port Authority's approval of any Construction Application and Partial Approval Work Plans covering any item of Partial Approval Work nor the performance by the Lessee of any item of Partial Approval Work pursuant to such approval shall obligate the Port Authority to approve the Construction Application and plans and specifications submitted by the Lessee for the balance of the Lessee's construction work or shall create or be deemed to create any obligation on the part of the Port Authority to permit subsequent Partial Approval Work to be performed. Without limiting the generality of the provisions of this subparagraph, it is specifically understood that the Port Authority may withhold its approval of a Construction Application and Partial Approval Work Plans covering any item of Partial Approval Work if the Port Authority determines that review of subsequent items of Partial Approval Work is required before the Port Authority can approve, reject, or comment upon such Partial Approval Work Plans.

(6) In the event that in the opinion of the Port Authority the Lessee at any time during the performance of any portion of any item of Partial Approval Work under the approval granted by the Port Authority pursuant to this subparagraph shall fail to comply with all of the provisions of this Agreement with respect to such work or shall fail to comply with the provisions of the Construction Application covering such work and the plans and specifications forming a part thereof, or shall fail to comply with any requirements, stipulations, or provisions imposed by the Port Authority in its approval of the performance of such item of Partial Approval Work, or if in the Port Authority's opinion the Lessee shall be in breach of any of the provisions of this Agreement covering such work or shall be in breach of any of the provisions of the Construction Application and plans and specifications covering the performance of such work, or shall be in breach of any requirements, stipulations, or provisions imposed by the Port Authority in its approval of the work, the Port Authority shall have the right to cause the Lessee to cease all or such part of such item of the Partial Approval Work as is being performed in violation of this Agreement, the Construction Application and plans and specifications, or the conditions of the Port Authority's approval. Upon written direction from the Port Authority, the Lessee shall promptly cease performance of the portion of the Partial Approval Work specified. The Lessee shall thereupon submit to the Port Authority for its written approval the Lessee's proposal for making modifications, corrections or changes in or to the item of Partial Approval Work that has been or is to be performed so that the same will comply with the provisions of this Agreement, the Construction Application and plans and specifications, or the conditions of the Port Authority's approval covering such work. The Lessee shall not commence construction of the portion of the Partial Approval Work that has been halted until it has received written approval of the proposed modifications, corrections or changes.

(7) It is hereby expressly understood and agreed that the Port Authority has no duty or obligation of any kind whatsoever to inspect or police the performance of any Partial Approval Work by the Lessee and the rights granted to the Port Authority hereunder shall not create or be deemed to create such a duty or obligation. Accordingly, the fact that the Port Authority has not exercised its right to require the Lessee to cease performance of all or any part of the Partial Approval Work shall not be or be deemed to be an agreement or acknowledgment on the part of the Port Authority that the Lessee has in fact performed such work in accordance with the terms of this Agreement, the Construction Application and plans and specifications covering such work, or the conditions of the Port Authority's approval of such work, nor shall such fact be or be deemed to be a waiver by the Port Authority of any of the requirements of this Agreement with respect to such work, or any of the requirements of the Construction Application and plans and

specifications covering such work, or any of the conditions of the Port Authority's approval of such work.

(f) Without limiting the generality of any of the provisions of this Agreement, the Lessee's construction work (including any Partial Approval Work performed by the Lessee) shall be performed in such a manner that there will be at all times during construction a minimum of air pollution, water pollution or any other type of pollution, and a minimum of noise emanating from, arising out of, or resulting from construction. Subject to the provisions of this Agreement, the Lessee shall construct such reasonable structures, fences, equipment, devices and other facilities as may be necessary or appropriate to accomplish the objectives set forth in this subparagraph, and, without limiting the generality of the foregoing, such construction shall be subject to the Port Authority's review and approval in accordance with the provisions of this paragraph.

(g) Without limiting the generality of subparagraph (c) of this paragraph the Lessee shall be solely responsible for the plans and specifications used by it and for the adequacy or sufficiency of such plans, specifications and all the improvements, fixtures, and equipment depicted thereon or covered thereby, regardless of the consent thereto or approval thereof by the Port Authority or the incorporation therein of any Port Authority requirements or recommendations. The Port Authority shall have no obligation or liability in connection with the performance of any of the Lessee's construction work or for the contracts for the performance thereof entered into by the Lessee. Any warranties extended or available to the Lessee in connection with the aforesaid work shall be for the benefit of the Port Authority as well as the Lessee. The Lessee shall conduct no public operations in the premises with respect to any improvements, fixtures or equipment constituting the Lessee's construction work until the Port Authority shall have notified the Lessee in writing that the Lessee's construction work has been completed or substantially completed to its satisfaction. In the event of any inconsistency between the provisions of this Agreement and those of the Construction Application referred to in subparagraph (c) of this paragraph the provisions of this Agreement shall control.

(h) Without limiting or affecting any other term or provision of this Agreement, the Lessee shall be solely responsible for the design, adequacy and operation of all utility, mechanical, electrical, communications and other systems installed in the premises by the Lessee and all other improvements, additions, fixtures, finishes, decorations and equipment made or installed by the Lessee in the premises and shall do all preventive maintenance and make all repairs, replacements, rebuilding (ordinary or extraordinary, structural or non-structural) and painting necessary to keep such systems,

improvements, additions, fixtures, finishes, decorations and equipment (whether the same involves structural or non-structural work) in the condition they were in when made or installed except for reasonable wear which does not adversely affect the efficient or proper utilization of any part of the premises.

(i) The Lessee shall pay all claims lawfully made against it by its contractors, subcontractors, materialmen and workmen, and all claims lawfully made against it by other third persons arising out of or in connection with or because of the performance of the work, and shall cause its contractors and subcontractors to pay all such claims lawfully made against them. Nothing herein contained shall be deemed to constitute consent to the creation of any lien or claim against the premises or any part thereof, nor to prevent the Lessee from contesting claims in good faith.

(j) In addition to all policies of insurance otherwise required by the Lease as herein amended, the Lessee shall procure and maintain or cause to be procured and maintained in effect during the performance of the Lessee's construction work:

(i) Comprehensive General Liability Insurance including but not limited to coverage for Premises Operations, Products Liability-Completed Operations and for Broad Form Property Damage and Independent Contractor coverage, with a contractual liability endorsement covering the obligations assumed by the Lessee under subparagraph (b) of this paragraph, and which are customarily insured under such a policy, with a minimum combined single limit coverage for bodily injury and property damage of $5 million. Said insurance shall also include coverage for explosion, collapse and underground property damage hazards.

(ii) Protection and Indemnity Insurance, if the Lessee's work involves the ownership, maintenance, operation, use, loading or unloading of any owned, hired or non-owned watercraft, with a minimum combined single limit coverage for bodily injury and property damage of $5 million.

(iii) Comprehensive Automobile Liability Insurance covering all owned, non-owned or hired vehicles used in connection with said construction with a minimum combined single limit coverage for bodily injury and property damage of $2 million.

(iv) Workers' Compensation and Employers' Liability Insurance in accordance with the requirements of law and in limits of not less than $1 million per accident. The Workers' Compensation Policy shall be specially endorsed

to include coverage afforded by the U.S. Longshoremen's and Harbor Workers' Compensation Act.

(k) In addition to the insurance required pursuant to the provisions of subparagraph (j) of this paragraph, the Lessee shall procure or cause to be procured prior to the commencement of any work Builder's Risk Insurance (All Risk) covering loss or damage (including any loss or damage resulting from flood or earthquake) to any structures, improvements, fixtures and equipment and furnishing and materials on the premises during said construction, whether or not attached to the land, in an amount equal to the full replacement cost. Such insurance shall name the Port Authority, the City, and EDC as insureds and such policy shall provide that the loss shall be adjusted with the Port Authority, and that the proceeds thereof shall be paid to the Port Authority and shall be made available to the Lessee for and applied strictly and solely to the payment of the cost of the repair, replacement, rebuilding or other performance of the Lessee's construction work.

(l) With the exception of the Workers' Compensation and Employers' Liability Insurance policy each policy of insurance described in subparagraph (j) of this paragraph shall include the Port Authority, the City, and EDC as additional insureds, and no such policy shall contain any care, custody or control exclusions, or any exclusion for bodily injury to or sickness, disease or death of any employee of the Lessee or of any of its contractors which would conflict with or in any way impair the coverages resulting from the Port Authority's status as an additional insured or the coverage under the contractual liability endorsement described in subdivision (i) of subparagraph (j) of this paragraph. Such insurance shall also contain an endorsement providing that the protection afforded the Lessee thereunder with respect to any claim or action against the Lessee by a third party shall pertain and apply with like effect with respect to any claim or action against the Lessee by the Port Authority and against the Port Authority by the Lessee, but said endorsement shall not limit, vary, change or affect the protections afforded the Port Authority as an additional insured. Such insurance shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(m) Unless otherwise set forth herein, each policy of insurance described in subparagraphs (j) and (k) of this paragraph shall be subject to the applicable provisions of Section 15 of the Lease.

(n) Title to and property in all improvements and fixtures placed, constructed or installed in or on the premises, including all such improvements and fixtures as shall constitute the Lessee's construction work, shall vest in the Port Authority upon placement, construction or installation thereof and title to and property in any and all equipment and trade fixtures removable without substantial injury to the premises placed in or installed upon the premises shall vest in the Lessee upon the installation thereof.

(o) In the performance of the Lessee's construction work the Lessee shall not permit any situation or condition to continue that may cause or be conducive to any labor troubles at the Facility which interferes with the progress of other construction work at the Facility. The determinations of the Port Authority shall be conclusive on the Lessee and, upon notice from the Port Authority, the Lessee shall or shall cause its contractor to immediately rectify any condition specified in the notice. In the event of failure by the Lessee or any of its contractors to immediately comply with the requirements of this subparagraph (whether or not such failure is due to the Lessee's fault) the Port Authority by notice shall have the right to suspend the Port Authority's permission to the Lessee to proceed with any portion of the Lessee's construction work being performed by or on behalf of the Lessee, and the Lessee shall thereupon immediately cease the same. When labor troubles shall be so settled that such interference or the danger thereof no longer exists, the Port Authority by notice to the Lessee shall reinstate the permission to the Lessee to perform the work on all the same terms and conditions as before the suspension. "Labor troubles" shall mean and include strikes, boycotts, picketing, work-stoppages, slowdowns, complaints, disputes, controversies or any other type of labor trouble, regardless of the employer of the person involved or their employment status, if any.

(p) Upon performance by the Lessee of the Lessee's construction work in accordance with the provisions of this paragraph, the Port Authority will pay to the Lessee a sum in accordance with the provisions of subparagraph (q) of this paragraph (which sum is hereinafter called "the Construction Work Reimbursement Amount") equal to the lesser of: (i) the Reasonable Cost, as hereinafter defined, of the Lessee's construction work or (2) Five Million Dollars and No Cents ($5,000,000.00). To the extent permitted by sound accounting practice, the sum of the following items of cost incurred by the Lessee in performing the Lessee's construction work shall constitute the Reasonable Cost thereof for the purposes of this Agreement:

(1) The Lessee's payments to contractors;

(2) The Lessee's payments for supplies and materials;

(3) The Lessee's payments to persons, firms or corporations other than construction contractors or suppliers of materials, for services rendered or rights granted in connection with construction, not including services of the types mentioned in items (4), (5) and (6) of this subparagraph;

(4) The Lessee's payments of premiums for performance bonds and for the insurance the Lessee is required to maintain in effect in accordance with the provisions of subparagraphs (j) and (k) of this paragraph during the period of construction only;

(5) The Lessee's payments for engineering services in connection with the Lessee's construction work, and during the period of the construction only;

(6) The Lessee's payments for architectural, planning and design services in connection with the Lessee's construction work;

(7) The sum of the costs approved under items (4), (5) and (6) of this subparagraph shall not exceed 20% of the sum of the costs approved under items (1), (2) and (3) of this subparagraph; if in fact there is any such excess, such excess shall not be a part of the cost incurred by the Lessee in the performance of the Lessee's construction work for the purposes of this paragraph.

No payment or payments on account of administrative or other overhead costs and no payment to employees of the Lessee shall be included in the cost of the work whether or not allocated to the cost of the work by the Lessee's own accounting practices. No payment to a firm or corporation wholly or partially owned by or in common ownership with the Lessee shall be included in the cost of the work.

(q) On or about the tenth day of the first calendar month following the commencement of the Lessee's construction work the Lessee shall certify to the Port Authority, the City, and EDC by written certification subscribed by a responsible officer of the Lessee: (i) the amount of the Lessee's construction work performed by the Lessee in the preceding month, the cost of the work described in the certificate, the amount of such cost incurred by the Lessee during such month, and the amount paid by the Lessee on account of such cost, if any; (ii) that except for the amount, if any, stated in such certificate to be due for services and materials, there is no outstanding indebtedness known to the persons signing such certificate, after

due inquiry, then due on account of the purchase of any equipment or fixtures described in the certificate or for labor, wages, materials, supplies or services in connection with any work described therein which, if unpaid, might become the basis of a vendor's, mechanic's, laborer's or materialmen statutory or similar lien or alleged lien upon such work or upon the premises or any part thereof, or upon the Lessee's leasehold interest therein, nor are any of the equipment, or fixtures described in such certificate secured by any liens, mortgages, security interests or other encumbrances. Nothing contained herein shall be deemed or construed as a submission by the Port Authority to the application to itself of any such lien; and (iii) that the work for which the amount set forth in the certificate is due has been performed in accordance with the Lessee's approved plans and specifications and the provisions of this Agreement. Such certificate shall also contain a certification by the Lessee and by the architect or engineer who sealed the Lessee's plans pursuant to the provisions of subparagraph (c) of this paragraph certifying to the Port Authority, the City, and EDC that all of the work described in the certificate has been performed in accordance with the final plans and specifications approved by the Port Authority and in accordance with the provisions of this Agreement. Following its receipt of the Lessee's certificate, the Port Authority shall remit to the Lessee an amount equal to the cost incurred by the Lessee for the portion of the Lessee's construction work performed by the Lessee in the preceding month as shown in the certificate less ten percent (10%) thereof and also less the amount of any claims made against the Port Authority by subcontractors, materialmen or workmen, if any, in connection with any of the work described in the certificate. On or about the tenth day of each month thereafter during the period of the performance of the Lessee's construction work the Lessee shall deliver a similar certificate to the Port Authority signed by a responsible officer of the Lessee which certificate shall certify to the Port Authority, the City, and EDC the amount of the Lessee's construction work performed by the Lessee in the preceding month, the cost of the work described in the certificate performed by the Lessee in the preceding month, the amount of such cost incurred by the Lessee during such month, the amount paid by the Lessee on account of such cost, the cumulative amount of such cost incurred by the Lessee on account of the work described in the certificate from the date of the commencement of the work, and the cumulative amount of all payments made on account of such cost from the date of the commencement of the work, and such certificate shall also contain the statements set forth in subdivisions (ii) and (iii) of this subparagraph both with respect to the work described in the certificate and all work previously performed by the Lessee. Each such certificate shall also contain a certification by the Lessee and by the architect or engineer who sealed the Lessee's plans pursuant to the provisions of subparagraph (c) of this paragraph certifying to the Port Authority, the City, and EDC that all of the work

described in the certificate has been performed in accordance with the final plans and specifications approved by the Port Authority and in accordance with the provisions of this Agreement. Following its receipt of such certificate the Port Authority shall remit to the Lessee an amount equal to the cost incurred by the Lessee for the portion of the Lessee's construction work performed by the Lessee in the preceding month as shown in the certificate less ten percent (10%) thereof and less the amount of claims, if any, made against the Port Authority by subcontractors, materialmen or workmen on account of any of the work described in the certificate. Upon final completion of all of the Lessee's construction work to be performed by the Lessee as set forth in the Lessee's approved plans and specifications, the Lessee shall submit to the Port Authority a final certification to the Port Authority, the City, and EDC signed by a responsible officer thereof that all work has been completed, which certificate shall certify separately the final cost of all of the Lessee's construction work performed by the Lessee, the cumulative payments made by the Lessee on account of such costs, and shall also certify the items set forth in subdivisions (ii) and (iii) of this subparagraph with respect to all of the work. In addition, the architect or engineer who sealed the Lessee's plans and specifications pursuant to the provisions of subparagraph (c) of this paragraph shall certify to the Port Authority, the City, and EDC that all of the work has been performed in accordance with the final plans and specifications for the work approved by the Port Authority and in accordance with the provisions of this Agreement. After examination and approval of such certificate, and such supporting documents and records as the Port Authority shall deem necessary to substantiate the certificate, the Port Authority shall finally inspect the premises and the work and after such inspection the Port Authority shall notify the Lessee if all of the work has been performed in accordance with the approved plans and specifications and the provisions of this Agreement. If all of the work has been completed in accordance with the approved plans and specifications, and the provisions of this Agreement, the Port Authority will pay to the Lessee on account of the cost of the Lessee's construction work the difference between the sum obtained by adding together all prior payments made by the Port Authority to the Lessee on account of the cost of the Lessee's construction work and the Construction Work Reimbursement Amount. If the sum of all of the previous payments made by the Port Authority to the Lessee on account of the cost of the Lessee's construction work exceeds the Construction Work Reimbursement Amount, the Lessee shall pay to the Port Authority the amount of such excess on demand. No payment made by the Port Authority to the Lessee pursuant to the provisions of this subparagraph, including, without limitation, any payment made to the Lessee following the Port Authority's receipt of the Lessee's final certification of cost, shall be deemed final until the cost of the Lessee's construction work has been finally determined by the

Port Authority. Any payment made to the Lessee following the Port Authority's receipt of the Lessee's final certification of cost shall not be deemed a final determination of the cost of the Lessee's construction work. Such final determination shall occur only after the Port Authority has examined and approved the Lessee's final certificate of cost and such records and other documentation of the Lessee as the Port Authority shall deem necessary to substantiate such cost. The Lessee shall permit the Port Authority by its agents, employees and representatives at all reasonable times prior to a final determination of the cost of the Lessee's construction work to examine and audit the records and other documentation of the Lessee which pertain to and will substantiate such cost. In no event whatsoever shall the cost of any portion of the Lessee's construction work as finally determined and computed in accordance with the provisions of subparagraph (p) of this paragraph and in accordance with the provisions of this subparagraph include any expenses, outlays or charges whatsoever by or for the account of the Lessee for or in connection with any improvements, equipment or fixtures or the performance of any work unless such are actually and completely installed in and or made to the premises nor shall cost include the costs of any equipment, fixture or improvements which are secured by liens, mortgages, other encumbrances or conditional bills of sale. If the cost of the Lessee's construction work as finally determined shall be less than the amount previously paid pursuant to the provisions of this paragraph, the Lessee shall pay the difference to the Port Authority within ten (10) days after notification to the Lessee stating the amount thereof.

(r) The Lessee agrees that it will complete the Lessee's construction work by December 31, 1998. The Port Authority's entire obligation under this Agreement to make payments to the Lessee on account of the cost of the Lessee's construction work shall be limited in amount to the Construction Work Reimbursement Amount. No contractor or third party shall or shall be deemed to have acquired any rights against the Port Authority by virtue of the execution of this Agreement and nothing contained herein shall operate or give to any such contractor or third party any claim or right of action against the Port Authority and its Commissioners, officers, agents and employees.

(s) The Lessee agrees to and shall require its contractor to use every good faith effort to provide for meaningful participation by Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) in the Lessee's construction work. "Meaningful participation" shall mean that at least seventeen percent (17%) of the total dollar value of the construction contracts (including subcontracts) covering the construction work are for the participation of Minority Business Enterprises and Women-owned Business Enterprises, of which at least twelve percent (12%) are for the participation of Minority

Business Enterprises. A Minority Business Enterprise shall mean a company or firm at least 51% of which is owned and controlled by a minority or minorities. A Women Business Enterprise shall mean a company or firm at least 51% of which is owned and controlled by a woman or women. For purposes of this paragraph minority is a member of one of the following groups:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

Good faith efforts to include meaningful participation by MBEs and WBEs shall include at least the following:

(1) Dividing the work to be subcontracted into smaller portions where feasible.

(2) Actively and affirmatively soliciting bids for subcontracts from MBEs and WBEs, including circulation of solicitations to minority and female contractor associations. The Contractor shall maintain records detailing the efforts made to provide for meaningful MBE and WBE participation in the Work, including the names and addresses of all MBEs and WBEs contacted and, if any such MBE or WBE is not selected as a joint venturer or subcontractor, the reason for such decision.

(3) Making plans and specifications for prospective construction work available to MBEs and WBEs in sufficient time for review.

(4) Utilizing the list of eligible MBEs and WBEs maintained by the Port Authority or seeking minorities or women from other sources for the purpose of soliciting bids for contractors.

(5) Encouraging the formation of joint ventures, partnerships or other similar arrangements among contractors, where appropriate, to insure that the Lessee and said contractors will meet their obligations hereunder.

(6) Insuring that provision is made to provide progress payments to MBEs and WBEs on a timely basis.

(7) Not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs, where appropriate.

2. (a) Attached hereto as Exhibit Y is a form of election pursuant to Section 142(b) of the Internal Revenue Code of 1986, as amended. The Lessee acknowledges that two counterparts of said form of election have been delivered to it by the Port Authority. Upon the execution of this Agreement by the Lessee and its delivery to the Port Authority, the Lessee shall execute the said two counterparts and deliver one fully executed counterpart to the Port Authority with its delivery of this Agreement, and the Lessee shall keep the second executed counterpart with its records for the balance of the entire term of the letting under this Agreement.

(b) The Lessee is not acquiring an ownership interest in the Lessee's construction work defined in paragraph 1 of this Agreement. Capital expenditures in connection with the Lessee's construction work have been, or are expected to be made, in whole or in part by the Port Authority from "exempt facility bonds" (within the meaning of Section 142(a) of the Internal Revenue Code of 1986) issued by the Port Authority from time to time (such capital expenditures are hereinafter called "the Property"). The Lessee hereby irrevocably elects not to claim for purposes of federal, state or local taxation of income any depreciation or investment credits, for which it may be eligible with respect to the Property. The Lessee further agrees that this irrevocable election shall be binding upon its successors in interest, if any, under the Lease as herein amended, and as a condition of any permitted sale or assignment of the interest of the Lessee under the Lease as herein amended, every successor in interest shall furnish an executed irrevocable election in the form of the immediately preceding sentence to the Port Authority. The foregoing shall not grant or be deemed to grant to the Lessee the right to sell or assign, in any manner, its interest under the Lease as herein amended.

(c) In the event the Lessee records any documents in lieu of recording this Agreement or the Lease, such documents shall incorporate the substance of subparagraph (b) of this paragraph.

(d) It is understood that the election set forth in subparagraph (b) of this paragraph shall not apply to any personal property of the Lessee (including equipment and trade fixtures) removable without material damage to the premises leased to the Lessee pursuant to the Lease as herein amended which are installed by the Lessee in or on the premises leased to the Lessee pursuant to the Lease as herein amended and which shall be deemed to be and remain the property of the Lessee.

3. With respect to the provisions of subparagraphs (b), (k), (l), and (q) of paragraph 1 and the provisions of paragraph 7 hereof specifically applicable to the City and EDC, the City and EDC shall be and be deemed third party beneficiaries hereunder; provided, that, nothing contained in this paragraph or said other paragraphs shall or shall be deemed to create any obligations or liability on the part of the Port Authority to either the City or EDC.

4. The Port Authority and the Lessee acknowledge that simultaneously with the entering into of this Agreement, the Port Authority, EDC, South Pacific Shipping Co. Limited, and the Lessee are entering into a Funding Agreement of even date regarding the funding of the Work (which agreement is hereinafter called the "Funding Agreement"). Notwithstanding any other provision of this Agreement, the Port Authority and the Lessee hereby agree that upon any termination or expiration of the Funding Agreement prior to completion of the Lessee's construction work, this Agreement shall terminate on the effective date of such termination or expiration of said Funding Agreement. The termination of this Agreement under the provisions of this paragraph shall not in any way affect the continuation of the letting under the Lease, and the Lease shall continue in full force and effect notwithstanding the termination of this Agreement under this paragraph.

5. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect.

6. The Lessee represents and warrants that no broker has been concerned in the negotiation of this Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation or execution of this Agreement.

7. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, nor any Commissioner acting for the City or EDC nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

8. This Agreement, together with the Lease (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter set forth herein, and may not be changed, modified, discharged or extended

except by instrument in writing duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By Lillian C. Borrone

(Title) DIRECTOR, PORT COMMERCE DEPARTMENT

(Seal)

ATTEST:

Secretary

HOWLAND HOOK CONTAINER TERMINAL, INC.

By

(Title) President

(Corporate Seal)

APPROVED:
FORM
TERMS

EXHIBIT Y

ELECTION

(PURSUANT TO SECTION 142 (b) OF THE INTERNAL REVENUE CODE OF 1986)

1. HOWLAND HOOK CONTAINER TERMINAL, INC. (hereinafter called "the Lessee"), pursuant to an Agreement of Lease bearing Port Authority Lease No. HHT-4 (hereinafter called "the Lease") made under date of June 30, 1995, between the Lessee and The Port Authority of New York and New Jersey (hereinafter called "the Port Authority"), as supplemented by that certain agreement made between the Port Authority and the Lessee, dated as of September , 1997 and denominated "Supplement No. 4" to the Lease (hereinafter called "the Supplement"), has leased a site and the structures, improvements, additions, buildings and facilities located or to be located thereon at the Howland Hook Marine Terminal, all as described in the Lease (hereinafter called "the Leased Premises") to be used basically as marine terminal premises constituting a public port for a term commencing no later than approximately December 1, 1995 and expiring no later than December 31, 2019.

2. The principal office of the Port Authority is at One World Trade Center, New York, New York 10048 and its taxpayer identification number is 13-6400654W.

3. The principal office of the Lessee is at 300 Western Avenue, Staten Island, New York 10303 and its taxpayer identification number is 13-384-1035.

4. Capital expenditures in connection with the Leased Premises have been, or are expected to be made, in whole or in part by the Port Authority from "exempt facility bonds" (within the meaning of Section 142(a) of the Internal Revenue Code of 1986) issued by the Port Authority from time to time (such capital expenditures being hereinafter called "the Property").

5. The Lessee has not acquired and is not acquiring an ownership interest in the Property. The Lessee hereby irrevocably elects not to claim for purposes of federal, state or local taxation of income any depreciation or investment credits, for which it may be eligible with respect to the Property including, without limitation, the Lessee's construction work identified in subparagraph (a) of paragraph 1 of the Supplement. The Lessee further agrees that this irrevocable election shall be binding upon its successors in interest, if any, under the Lease,

and as a condition of any permitted sale or assignment of the interest of the Lessee under the Lease, every successor in interest shall furnish an executed irrevocable election in the form of the immediately preceding sentence to the Port Authority. The foregoing shall not grant or be deemed to grant to the Lessee the right to sell or assign, in any manner, its interests under the Lease.

6. It is understood that the foregoing election shall not apply to any personal property of the Lessee (including equipment and trade fixtures) removable without material damage to the Leased Premises, installed by the Lessee in or on the Leased Premises pursuant to the Lease, and which are deemed to be and remain the property of the Lessee. It is further understood that the foregoing election shall not apply to any item of the Lessee's improvements, as defined in Section 9A of the Lease, as to which item the Port Authority has provided the Lessee with written certification pursuant to the provisions of said Section 9A stating that such item of the Lessee's improvements is not subject to the foregoing election.

ATTEST:

Secretary

(Seal)

HOWLAND HOOK CONTAINER TERMINAL, INC.

By _____

(Title) President

Dated: October 8, 1997

FORM XLD - Ack., N.Y. 51380

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 2nd day of December, 1997, before me personally came Lillian C. Borrone to me known. who. being by me duly sworn, did depose and say that she resides at _____; that she is the Director, Port Commerce Dept. of the Port Authority of New York and New Jersey, (one of) the corporations described in and which executed the foregoing instrument; that she knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that she signed her name thereto by like order.

Elaine M. Costello
(notarial seal and stamp)

ELAINE M. COSTELLO
NOTARY PUBLIC, State of New York
No. 01CO5082011
Qualified in Kings County
Commission Expires July 14, 1999

STATE OF New York)
) ss.
COUNTY OF Richmond)

On the 8th day of October, 1997, before me personally came Orrin F. Laquer to me known, who, being by me duly sworn, did depose and say that he resides at _____; that he is the President President of Howland Hook Container Terminal, Inc., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

PETER P. MAGRI
NOTARY PUBLIC State of New York
NO. 43-4641466
Qualified in County of Richmond
Commission Expires 5/31/99

John P. Magri
(notarial seal and stamp)

STATE OF)
) ss.
COUNTY OF)

On the _____ day of _____, 199__, before me personally came _____ to me known and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed the same.

_____
(notarial seal and stamp)

Rep.

FUNDING AGREEMENT

THIS FUNDING AGREEMENT, made as of September 16, 1997, by and among THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority"), the NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION (hereinafter called "EDC"), SOUTH PACIFIC SHIPPING CO. LIMITED, d/b/a Ecuadorian Line (hereinafter called "SPSC"), and HOWLAND HOOK CONTAINER TERMINAL, INC. (hereinafter called "HHCT"),

WITNESSETH, That:

WHEREAS, by agreement of lease made as of June 30, 1983, between the City of New York ("the City") and United States Lines, Inc. (hereinafter called "USL"), as amended and assigned by agreement dated June 11, 1985, made by and among the City, the Port Authority and USL, and as further amended by supplementary agreement made as of May 10, 1990 by and between the City and the Port Authority (which supplementary agreement with the aforesaid lease and assignment are hereinafter collectively called "the City Lease"), the City leases to the Port Authority certain premises (hereinafter called "the Premises") at Howland Hook (hereinafter called "the Terminal") in the Borough and County of Staten Island and Richmond, respectively; and

WHEREAS, the Port Authority subleases the Premises to HHCT as tenant pursuant to that certain agreement of sublease dated as of June 30, 1995 and bearing Port Authority Lease No. HHT-4 (which agreement of sublease, as heretofore amended, modified and supplemented, is hereinafter called "the Lease"); and

WHEREAS, SPSC desires to have facilities available at the Premises for the storage and handling of products to be shipped by SPSC; and

WHEREAS, the parties desire to construct a temperature-controlled warehouse at the Premises (which construction work is hereinafter called "the Work") and to provide sufficient funding for the performance of the Work; and

WHEREAS, simultaneously with the entering into of this Funding Agreement, the Port Authority and HHCT are entering into Supplement No. 4 to the Lease pursuant to which HHCT will be obligated to perform the Work (which Supplement No. 4 is

hereinafter called "the Construction Agreement"), a form of which Construction Agreement is attached as Exhibit "A" hereto;

NOW, THEREFORE, for and in consideration of the mutual agreements hereinafter contained, the Port Authority, EDC, SPSC, and HHCT hereby agree as follows:

Section 1. Funding

(a) The Port Authority and EDC (hereinafter called collectively the "Funding Parties" and individually a "Funding Party") agree that each shall be obligated to provide funding for the performance of the Work in the following respective amounts (which amounts are hereinafter called collectively the "Funding Amounts" and individually a "Funding Amount"): (1) the Port Authority in an amount equal to the lesser of (i) forty percent (40%) of the Reasonable Cost, as defined in subparagraph (p) of paragraph 1 of the Construction Agreement, of the Work, or (ii) Two Million Dollars and No Cents ($2,000,000.00); and (2) EDC in an amount equal to the lesser of (i) sixty percent (60%) of such Reasonable Cost of the Work, or (ii) Three Million Dollars and No Cents ($3,000,000.00). The terms "Proportionate Share" and "Proportionate Shares", as used hereinafter with respect to any amount, shall mean the following: (aa) forty percent (40%) of any such amount for the Port Authority; and (bb) sixty percent (60%) of any such amount for EDC; provided, however, that the total of the Proportionate Share or Proportionate Shares respectively of the Port Authority and EDC shall in no event exceed their respective Funding Amounts. In the event that EDC shall for any reason not pay to the Port Authority any installment or portion thereof payable on any Installment Date, as defined in Section 2 hereof, in accordance with the provisions of said Section 2 within thirty (30) days of said Installment Date, then, at any time from and after said thirty (30) day period the Port Authority may apply the full amount of any such unpaid installment in the form of a credit against any amounts then or thereafter owed by the Port Authority to the City under the City Lease. In the event that this Funding Agreement shall be terminated and EDC has not reimbursed the Port Authority in EDC's Proportionate Share of the amount reimbursed by the Port Authority to HHCT under the Construction Agreement within thirty (30) days following the next Installment Date that would have occurred, as set forth in Section 2 hereof, then the Port Authority may apply any deficiency in the form of a credit against any amounts then or thereafter owed by the Port Authority to the City under the City Lease. Any credit to which the Port Authority shall be entitled under the provisions of the

immediately preceding sentence shall be in an amount equal to the Proportionate Share of EDC of the total amount reimbursed by the Port Authority to HHCT under the Construction Agreement, as such Proportionate Share shall be reduced by (i) the amounts actually reimbursed to the Port Authority by EDC under the provisions of Section 2 hereof, and (ii) the amount of any credit or credits accumulated by the Port Authority under the provisions set forth above in this Section. Any credit or credits accumulated by the Port Authority under the provisions set forth above in this subsection shall be applied on a priority with other credits, if any, that the Port Authority may have or obtain against the City on the basis of the first to be obtained shall be the first to be applied. The rights of the Port Authority to any credit or credits as set forth above in this subsection shall survive the expiration or termination of this Funding Agreement.

(b) In the event that the total cost of the performance of the Work shall exceed the lesser of (i) the Reasonable Cost, as defined in subparagraph (p) of paragraph 1 of the Construction Agreement, of the Work, or (ii) Five Million Dollars and No Cents ($5,000,000.00), HHCT agrees that it shall complete the performance of the Work at its sole cost and expense pursuant to the provisions of the Construction Agreement.

(c) Provided that the Port Authority and EDC are not in default of their obligations to fund their respective Funding Amounts hereunder, in the event that the total cost of the performance of the Work shall exceed the lesser of (i) the Reasonable Cost, as defined in subparagraph (p) of paragraph 1 of the Construction Agreement, of the Work, or (ii) Five Million Dollars and No Cents ($5,000,000.00), SPSC agrees, subject to Section 4 hereof, that it shall be obligated, jointly and severally with HHCT, to provide any monies required for the completion of the Work, whether the completion of the Work is performed by HHCT, another party to this Funding Agreement or any third party. Nothing contained in the immediately preceding sentence shall be or be deemed to relieve HHCT of any of its obligations set forth in subsection (b) of this Section.

(d) The City acknowledges that the Port Authority will expend the Funding Amounts in advance of receiving EDC's Proportionate Share in reliance on the City's commitment to transfer to EDC, pursuant to the Consolidated Contract between the City and EDC dated as of June 30, 1996, as amended or extended (the "Consolidated Contract"), EDC's Proportionate Share of the Funding Amounts. Accordingly, the City represents to and covenants with the Port Authority that (i) it will transfer in

full EDC's Proportionate Share of the Funding Amounts to EDC under the Consolidated Contract when and as the conditions to disbursement under the Consolidated Contract have been fully satisfied, and (ii) in the event the conditions to disbursement under the Consolidated Contract have not been satisfied due to a default by EDC of the provisions thereof, the City nevertheless will cause to be transferred in full EDC's Proportionate Share of the Funding Amounts to the Port Authority in accordance with the procedures outlined in this Funding Agreement, so long as SPSC and/or HHCT continue to be entitled to receive the Funding Amounts pursuant to the provisions of this Funding Agreement; in any event, however, the City shall transfer or pay to the Port Authority EDC's Proportionate Share of any Funding Amounts which the Port Authority has disbursed prior to the earlier of (a) the date on which the City has determined that SPSC and/or HHCT are not entitled to receive further disbursements of the Funding Amounts pursuant to the provisions of this Funding Agreement and has provided to the Port Authority not less than thirty (30) days' written notice of such determination, or (b) the date on which the Port Authority has determined that SPSC and/or HHCT are not entitled to receive further disbursements of the Funding Amounts pursuant to the provisions of this Funding Agreement. The Port Authority shall be the sole beneficiary of the terms and conditions of this paragraph.

Section 2. Funding by Port Authority on Behalf of EDC

The Port Authority agrees to make available the total Funding Amounts in accordance with its obligations hereunder and on behalf of EDC upon the commencement of this Funding Agreement and to commence the reimbursement of HHCT for its performance of the Work in accordance with the provisions of the Construction Agreement; provided, however, that EDC shall pay over its Funding Amount for said purposes to the Port Authority in installments, to be paid on, respectively, November 30, 1997, April 30, 1998, and, if required, November 30, 1998 (which dates are sometimes individually in this Funding Agreement called the "Installment Date"). The November 30, 1997 installment shall equal the lesser of Two Million Dollars and No Cents ($2,000,000.00) or EDC's Proportionate Share of the aggregate amount of the Port Authority's reimbursements through September 30, 1997 to HHCT (which amount as so payable by EDC to the Port Authority is hereinafter called "the First Installment"); the April 30, 1998 installment shall equal the lesser of Three Million Dollars and No Cents ($3,000,000.00) or EDC's Proportionate Share of the aggregate amount of the Port Authority's reimbursements to HHCT through February 28, 1998, with said April 30, 1998 installment

as so determined to then be reduced by the First Installment and the difference paid to the Port Authority; and the November 30, 1998 installment, if any, shall be in the amount of Three Million Dollars and No Cents ($3,000,000.00), as such amount shall be reduced by (i) the amounts actually reimbursed to the Port Authority by EDC under the provisions set forth above in this Section, and (ii) the amount of any credit or credits accumulated by the Port Authority under the provisions of Section 1 hereof. Notwithstanding any provision of this Funding Agreement, in the event that the Reasonable Cost, as defined in subparagraph (p) of paragraph 1 of the Construction Agreement, of the Work as finally determined pursuant to subparagraphs (p) and (q) of paragraph 1 of the Construction Agreement shall be less than Five Million Dollars and No Cents ($5,000,000.00), then the Port Authority shall pay to EDC on or before ninety (90) days following the Completion Date (as defined in subparagraph (c) of paragraph 1 of the Construction Agreement) the difference between Three Million Dollars and No Cents ($3,000,000.00) and EDC's Funding Amount. Notwithstanding any provision of this Funding Agreement or the Construction Agreement to the contrary: (i) the Port Authority shall not be obligated to reimburse HHCT for any costs on account of the performance of the Work unless and until the procurement requirements set forth in Section 5 hereof have been satisfied and EDC has received all forms, certificates and other writings necessary to evidence such satisfaction; and (ii) EDC shall not be obligated to make the aforementioned installment payments to the Port Authority unless and until the certifications and documentation, as required in Section 3 of this Funding Agreement and in the Construction Agreement to be respectively made to the City and EDC and provided to EDC, have in fact been so made and provided in accordance with respective provisions. For purposes of the November 30, 1997 payment, such certifications and documentation shall be made and provided to EDC no later than October 15, 1997 for the period through August 31, 1997. For purposes of the April 30, 1998 payment, such certifications and documentation shall be made and provided to EDC no later than March 15, 1998 for the period through January 31, 1998. For purposes of the November 30, 1998 payment, such certifications and documentation shall be made and provided to EDC no later than October 15, 1998 for the period through August 31, 1998.

Section 3. Certifications

Within thirty (30) days of any reimbursement made by the Port Authority to HHCT pursuant to the provisions of the Construction Agreement, the Port Authority shall provide EDC with the following: (a) the certification of the Port Authority of the

amount reimbursed by it to HHCT under the Construction Agreement; (b) a copy of the certification of HHCT to the Port Authority, the City and EDC provided for in subparagraph (q) of paragraph 1 of the Construction Agreement; and (c) a copy of the certification to the Port Authority, the City and EDC by HHCT's engineer or architect provided for in said subsection (q) of the Construction Agreement.

Section 4. Conditions to Funding

Performance of the following obligations and satisfaction of the following requirements by HHCT shall be conditions to HHCT's receipt of the Funding Amounts and the obligations of SPSC under Section 1(c) hereof.

(a) The Lease shall be in full force and effect and HHCT shall not be under notice of default from the Port Authority under the Construction Agreement or this Funding Agreement.

(b) In addition to inspections, access to books and records, and construction monitoring which are required under the Construction Agreement, HHCT, upon reasonable notice given to it by the City, EDC or SPSC, shall at all reasonable times permit representatives of said party to inspect and monitor the Work, and to have access to all books and records in connection with the performance of the Work and the funding of the Work. In addition, each of such representatives shall have the right to attend all requisition meetings and other meetings in connection with the Work. Notwithstanding any provision contained in this Funding Agreement, including without limitation this subsection, the parties hereto agree that the Port Authority, as landlord of HHCT, shall administer the performance of the Work by HHCT; provided, however, that the Port Authority shall not be liable to any of the other parties to this Funding Agreement or to the City for any of its acts or omissions with respect to the administration of the Work. As used in the immediately preceding sentence, the phrase "administration of the Work" shall not include the obligation hereinbefore imposed upon the Port Authority to fund its Funding Amount in accordance with the terms and conditions of this Funding Agreement.

(c) HHCT shall procure construction services in the manner provided for in Section 5 hereof.

(d) HHCT shall obtain and maintain the insurance coverages described in subparagraphs (j) and (k) of paragraph 1 of the Construction Agreement.

(e) HHCT shall receive and hold the proceeds of the funding of the Work and retainage (including any insurance proceeds arising out of any casualty affecting property purchased with the proceeds of the funding of the Work) as a trust fund to be applied exclusively for the payment of costs which are eligible under the provisions of the Construction Agreement, and shall not use any part of same for any other purpose.

(f) EDC shall have approved plans and specifications in accordance with the provisions of Section 15 hereof.

Section 5. Procurement; Contracts

(a) In connection with the Work, HHCT shall enter into construction contracts and contracts for the acquisition of goods, material, equipment and machinery, independently and not as agent of the Port Authority, the City, SPSC and/or EDC.

(b) HHCT shall let all construction contracts in connection with the Work in accordance with the procurement rules customarily imposed by Port Authority on its tenants for tenant construction.

(c) HHCT shall provide EDC with a list of all contractors and subcontractors to be hired in connection with the Work, other than suppliers, whose contract amounts total more than One Hundred Thousand Dollars and No Cents ($100,000.00), on the form attached as Exhibit "B" hereto. HHCT shall furnish each contractor or subcontractor, other than a supplier, whose contract amounts total more than One Hundred Thousand Dollars and No Cents ($100,000.00), with a subcontractor questionnaire in the form attached as Exhibit "C" hereto, and/or such other qualification and background investigation form(s) as may be used by the City at such time (hereinafter collectively called, the "Investigation Forms"), provided by EDC to HHCT, and shall use best effort to cause each such contractor and subcontractor to complete the Investigation Forms in a timely fashion. HHCT shall not enter into a general construction contract for the entire Work until EDC has notified HHCT that, based upon EDC's qualification and background investigation, EDC does not object to such general contractor. EDC shall complete its background investigation within ten (10) days after receipt of each fully completed Investigation Form. HHCT shall use its best efforts to cause all construction contracts and all subcontracts, in order to be eligible for reimbursement under Section 2 hereof, to

contain, in substance, the provisions contained in the Construction Contract Addendum annexed hereto as Exhibit "D".

Section 6. Liability; Indemnity

(a) EDC shall not be liable to any other party to this Funding Agreement for the amount of EDC's Funding Amount or for any portion thereof, or for any damages arising from EDC's failure to fund EDC's Funding Amount in accordance with the terms and conditions of this Funding Agreement; it being the understanding and agreement of the parties hereto that upon EDC's failure to so fund, the exclusive remedies available under this Funding Agreement shall be (i) the Port Authority's right pursuant to subsection 1(a) hereof to take credits, and (ii) the right of the other parties hereto to enforce the obligation of the City to fund as such obligation is described and set forth in subsection 1(d) hereof (such exclusive remedies to be hereinafter collectively referred to as the "Remedies"). No party to this Funding Agreement shall have the right to claim or collect damages against the City which are in addition to the amounts (in the aggregate not to exceed the unpaid portion of the EDC Funding Amount) collected in accordance with exercising the Remedies. The Port Authority shall not be liable to any other party to this Funding Agreement except for the Port Authority's failure to fund the amount of the Port Authority's Funding Amount, and no party shall have the right to claim or collect damages against the Port Authority which are in addition to the amount of the Port Authority's Funding Amount. Neither the Port Authority, the City, SPSC, nor EDC shall be liable under this Funding Agreement to any contractor, any subcontractor, or to any other person in any matter arising out of the performance of the Work, including, without limitation, for any consequential damages. Nothing contained above in this subsection shall (1) affect or limit in any way any rights of the Port Authority under subsection 1(a) of this Funding Agreement to any credit against amounts owed by the Port Authority to the City under the City Lease; or (2) augment the Remedies with any additional remedy against either EDC or the City.

(b) In this Section, each of the Funding Parties, the City, and SPSC, and their respective departments, offices, officials, officers, members, directors, employees and agents shall collectively be called the "Indemnitees". HHCT shall defend, indemnify and hold harmless the Indemnitees, from and against any and all claims, damages, judgments, liabilities and causes of action whatsoever to which they may be subject arising out of the acts or omissions of HHCT, its agents, or employees

or, to the extent its contractors, subcontractors, or material suppliers fail to indemnify the Indemnitees, HHCT's contractors, subcontractors or material suppliers. HHCT shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. The Indemnitees may also retain counsel of their own choosing. The obligation of HHCT to indemnify and hold harmless the Indemnitees shall include but not be limited to the payment of any and all actual costs and reasonable legal fees as may be incurred by the Indemnitees. The expiration or earlier termination of this Funding Agreement shall not release HHCT from any liability to the Indemnitees arising out of any act or omission of HHCT in connection with this Funding Agreement or under this Section 6.

(c) No officer, official, director, member, agent or employee of any of the Funding Parties or of SPSC or of the City or of HHCT, nor any person authorized to act on behalf of any of the Funding Parties or the City or SPSC or HHCT, shall be charged personally with liability, or held personally liable in connection with the Work, this Funding Agreement, or any breach or attempted or alleged breach thereof except as provided for in subsection 8(b) hereof. This Section 6 shall survive expiration or sooner termination of this Funding Agreement.

Section 7. Default

An "Event of Default" shall exist if any of the following shall have occurred:

(a) if HHCT shall have applied all or any portion of the Funding Amounts reimbursed to it in violation of the requirements of the Construction Agreement and such misapplication was (i) fraudulent or (ii) not corrected within thirty (30) days of notice thereof; or

(b) if HHCT fails to duly observe or perform any of the covenants and agreements contained in this Funding Agreement and if such failure continues for thirty (30) days after written notice to HHCT by the Port Authority, the City and/or EDC specifying such default and requiring such default to be remedied; provided, however, if because of Unavoidable Delays (herein below defined) or if the nature of the default is such

that HHCT cannot reasonably be expected to cure the same within such period, such default shall not be an Event of Default if, within such period (subject to Unavoidable Delays), HHCT commences in good faith to cure such default and (subject to Unavoidable Delays) diligently prosecutes such cure to completion. For purposes of this Funding Agreement "Unavoidable Delays" shall mean delays resulting from strikes, boycotts, labor disputes, embargoes, shortages of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, tides, riots, rebellion, sabotage or any other circumstances for which HHCT is not responsible and which are not within its control; or

(c) if any of the conditions set forth in Section 4 of this Funding Agreement shall not be in effect or continue to be in effect during the term of this Funding Agreement; or

(d) HHCT shall be under notice of default from the Port Authority under the Construction Agreement.

Section 8. Default Remedies; Liability

(a) Upon an Event of Default, the Port Authority, the City, and/or EDC each shall have the right to elect to terminate this Funding Agreement (reserving, however, all remedies provided in this Section 8 or existing otherwise) upon twenty (20) days' notice to HHCT. In addition, the Port Authority and EDC need make no further disbursements hereunder or under the Construction Agreement until such default is remedied or determined not be an Event of Default. No course of dealing on the part of any party hereunder or any failure or delay on the part of any party hereunder to exercise any right shall operate as a waiver of such right or otherwise prejudice such party's powers and remedies.

(b) HHCT and the directors, officers, employees, shareholders, agents and servants of HHCT and of any of the shareholders comprising HHCT shall be personally liable, to the full extent provided by law, in equity, and by this Funding Agreement if HHCT and/or such individual shall have applied the Construction Funding in violation of the covenant contained in subsection 4(e) of this Funding Agreement and such misapplication was fraudulent, provided, that, any entity listed above shall be liable only he/she/it so misapplied the funding made available to HHCT under this Funding Agreement and the Construction Agreement.

(c) The provisions of this Section 8 shall survive the expiration or termination of this Funding Agreement.

Section 9. Term

The term of this Funding Agreement shall commence on the execution and delivery of this Funding Agreement by all parties hereto, and shall expire, unless earlier terminated, on the earlier to occur of (a) ninety (90) days following the Completion Date, as defined in subparagraph (c) of paragraph 1 of the Construction Agreement, or (b) January 15, 1999; provided, however, that if the Port Authority and EDC shall have in writing mutually agreed, the term of this Funding Agreement shall be extended.

Section 10. Records

HHCT agrees to maintain accurate, readily auditable records and accounts with supporting documentation, in accordance with sound accounting principles, of (a) all of the costs of the Work, (b) all of its receipts and expenditures in connection with the Work, and (c) all financial accounts and transactions maintained or undertaken in connection with this Funding Agreement. HHCT shall make such records available for inspection and audit at HHCT's place of business at the Premises by the Port Authority, the City, SPSC and/or EDC at reasonable times and upon reasonable notice. All such records and accounts shall be maintained for a period of six (6) years after termination of this Funding Agreement, provided, that, if a contest or dispute arises with respect to any matter covered by such records and accounts then such records and accounts shall be maintained and available for inspection and audit until the later of (A) six (6) years after termination of this Funding Agreement or (B) resolution of any such contest or dispute. No provision of this Funding Agreement giving any said party hereto a right of access to records, accounts and documents is intended to impair or affect any right of access to records, accounts and documents that any said party hereto would have in the absence of such provision. The provisions of this Section 10 shall survive termination of this Funding Agreement for said six-year period.

Section 11. Amendment of Construction Agreement

The Port Authority agrees that it shall not without the written consent of EDC (a) substantially amend any provision of the Construction Agreement which is directly applicable to the performance of the Work, or (b) amend the provisions of subparagraphs (b), (c), (d), (e), (k), (l), and (q) of paragraph 1 or the provisions of paragraph 7 of the Construction Agreement

specifically applicable to the City and EDC. The parties acknowledge and agree that nothing contained in the immediately preceding sentence shall limit or be deemed to limit or affect in any manner whatsoever the right of the Port Authority to amend any provision of the Lease other than the provisions of the Construction Agreement regardless of whether any such provision is directly applicable to the performance of the Work.

Section 12. Prior Work

Notwithstanding any other provision of this Funding Agreement, including without limitation Section 5 hereof, the parties acknowledge and agree that the Work shall and shall be deemed to include engineering, architectural and technical services performed by KAR Engineering Associates Inc. (hereinafter called "KAR") during the period commencing on or about February 2, 1997 and continuing to the effective date hereof with respect to the temperature-controlled warehouse constituting the Work; provided, however, that KAR and its subcontractors shall be subject to the provisions of Section 5 hereof pertaining to qualification and background investigation by EDC.

Section 13. Lease Termination

Notwithstanding any other provision of this Funding Agreement, in the event that the Lease shall terminate (even if stated to have the same effect as expiration), then this Funding Agreement shall terminate on the effective date of termination of the Lease.

Section 14. Third Party Beneficiary

With respect to the provisions of Section 3, Section 4(b), Section 4(d), Section 5(a), Section 5(c), Section 6, Section 7(b), Section 8(a), Section 10, and Section 17 hereof specifically applicable to the City, the City shall be and be deemed a third party beneficiary hereunder; provided, that, nothing contained in this Section or said other Sections shall or shall be deemed to create any obligations or liability on the part of the Port Authority to the City.

Section 15. Review of Plans

The Port Authority and EDC shall have the right to review the plans and specifications submitted by HHCT to the Port Authority pursuant to the provisions of subparagraph (c) of

paragraph 1 of the Construction Agreement prior to their final approval by the Port Authority and shall have the right jointly to submit comments with respect to any inadequacies of said plans and specifications to HHCT. HHCT shall make its best efforts promptly to respond to said comments until the Port Authority and EDC shall be satisfied that said comments have been satisfactorily addressed by HHCT. Notwithstanding any provision set forth above in this Section, if the Port Authority shall determine, acting in its sole discretion, to review plans and specifications submitted by HHCT to the Port Authority pursuant to subparagraph (e) of paragraph 1 of the Construction Agreement for purposes of granting a partial approval rather than a final approval, then the rights of EDC under this Section with respect to the relevant partial Work shall apply solely to review of said plans and specifications for purposes of said partial approval, and the granting of any final approval shall be solely within the discretion of the Port Authority. Notwithstanding any provision set forth above in this Section, the Port Authority shall not grant a partial approval of said plans and specifications unless EDC has also approved said plans and specifications.

Section 16. Conformance

In the performance of the Work described in this Funding Agreement, the Port Authority, as a matter of policy, will conform to the enactments, ordinances, resolutions, and regulations of the City and its various departments, boards, and bureaus in regard to the performance of the Work as if the Port Authority were a private corporation, to the extent that the Port Authority finds it practicable to do so, without interfering with, impairing, or affecting the efficiency or economy of the Terminal, or its ability to operate the Terminal, or its obligations, duties, and responsibilities to the States of New York and New Jersey, its bondholders, and the general public, but the decision of the Port Authority as to whether it is practicable to do so shall be controlling and conclusive. It is specifically understood and agreed that no local law, enactment, ordinance, rule, or regulation, permit or requirement of the City shall apply to the Terminal. Nothing contained herein shall be deemed an acceptance by the Port Authority to the application to itself of any local law, enactment, ordinance, rule, or regulation, permit or requirement of the City, nor an acceptance by the City of the immunity of the Port Authority from any local law, enactment, ordinance, rule, or regulation, permit or requirement of the City.

Section 17. General Covenants and Conditions

(a) None of the parties hereto shall have the right to assign its interest in this Funding Agreement to another person. HHCT shall not create, permit or suffer to exist any mortgage, encumbrance, lien, security interest, claim or charge against the Premises or against HHCT's interest therein, if any, or against any of the Funding Amounts.

(b) This Funding Agreement may not be amended, nor may any requirement hereunder be waived, or terminated orally, except by an instrument in writing signed by the party against whom enforcement of the amendment, waiver or termination is sought.

(c) The provisions of this Funding Agreement shall be governed and interpreted in accordance with the laws of the State of New York.

(d) The provisions of this Funding Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

(e) Neither HHCT, nor any of its employees, agents, contractors or subcontractors is, shall be or shall represent that he, she or it is an agent, servant or employee of any of the Funding Parties, SPSC or the City by virtue of this Funding Agreement or by virtue of any approval, permit, license, grant, right, consent or authorization given by any of the Funding Parties, SPSC or by the City. HHCT shall be solely responsible for the work, direction, compensation and personal conduct of its officers, agents, employees, contractors and subcontractors.

(f) No Public Person (hereinbelow defined) if known to HHCT, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Work, or in any activity or benefit arising out of or in connection with performance of the Work. Upon receiving notice of any or knowledge of any of the circumstances specified in the preceding sentence, HHCT shall deliver notice to each of the Funding Parties and the City of the circumstances and shall immediately use its best efforts to cause such Public Person(s) to terminate their interest in the prohibited contract or party. HHCT shall require its contractors and subcontractors, to make appropriate representations in writing that they, their employees and principals do not have any conflict of interest prohibited under this subsection, and to

covenant to cause the Public Person(s) to terminate their interest in the relevant contract or property upon demand by HHCT. As used herein, "Public Person" shall mean: any member, officer, director, official, agent or employee of any Funding Party or the City, or their designees, consultants or agents; or any member of the governing boards of any Funding Party or of the City, or any public official of such entities, who exercises or exercised any functions or responsibilities with respect to the subject matter of this Funding Agreement during his/her tenure.

(g) All notices under this Funding Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes as of the dates when delivered by hand or sent by certified or registered mail, return receipt requested, and addressed as follows (or to such other addresses as may from time to time be designated by any of the parties hereto as delivered by notice to other parties hereto in accordance with this subsection):

(i) if to the Port Authority: The Port Authority of New York and New Jersey, One World Trade Center, New York, New York 10048, to the attention of Ms. Lillian C. Borrone, Director, Port Commerce Department, 34S.

(ii) if to EDC: New York City Economic Development Corporation, 110 William Street, New York, New York 10038, to the attention of Mr. Michael Canavan, Senior Vice President, Transportation Division, 5th Floor,

with a copy via ordinary mail to: General Counsel
(at the same address, 6th Floor).

(iii) if to SPSC: Mr. Charles A. Schwarz, Jr., South Pacific Shipping Co. Ltd., c/o Ecuadorian Line, Inc., 6161 Blue Lagoon Dr., Miami, FL 33126-2046.

(iv) if to HHCT: Howland Hook Container Terminal, Inc., 300 Western Avenue, Staten Island, New York 10303, to the attention of Mr. Carmine Ragucci, President.

(h) The captions in this Funding Agreement are inserted for convenience or reference only and in no way define, describe or limit the scope or intent of this Funding Agreement or any of the provisions hereof.

IN WITNESS WHEREOF, the Port Authority, EDC, SPSC, and HHCT have executed these presents as of the date first above written.

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

(Title) DIRECTOR, PORT COMMERCE DEPARTMENT

ATTEST:

NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION

By _____

(Title) President

ATTEST:

Assistant Secretary

SOUTH PACIFIC SHIPPING CO. LIMITED

By _____

(Title) President

ATTEST:

Secretary

HOWLAND HOOK CONTAINER TERMINAL, INC.

By _____

(Title) President

Agreed with respect to the obligations set forth in Section 1(a) and Section 1(d) of this Funding Agreement only:

THE CITY OF NEW YORK:

By: _____
Randy L. Levine
Deputy Mayor for Economic Development and Planning

APPROVED AS TO FORM:

By: _____
Acting Corporation Counsel

APPROVED:
FORM
TERMS

EXHIBIT A

Port Authority Lease No. HHT-4
Supplement No. 4

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of September , 1997, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and HOWLAND HOOK CONTAINER TERMINAL, INC. (hereinafter called "the Lessee"),

WITNESSETH, That:

WHEREAS, heretofore and as of June 30, 1995, the Port Authority and the Lessee entered into an agreement of lease (hereinafter, as the said agreement of lease has been heretofore amended, modified and supplemented, called "the Lease") covering the Howland Hook Marine Terminal, in the Borough of Staten Island, in the County of Richmond and State of New York; and

WHEREAS, the Port Authority and the Lessee desire to amend the Lease;

NOW, THEREFORE, for and in consideration of the foregoing and the agreements hereinafter contained the Port Authority and the Lessee hereby agree as follows:

1. (a) The Lessee understands that construction and installation work is required in order to prepare the premises for its continued occupancy and operations, and the Lessee agrees to and shall perform the following work to prepare the premises for the Lessee's continued operations therein (which work is hereinafter called "the Lessee's construction work"): the construction of a one-story temperature-controlled warehouse of approximately sixty-six thousand four hundred (66,400) square feet. The Lessee's construction work shall be paid for by the Port Authority as provided for in subparagraphs (p) and (q) of this paragraph.

(b) With respect to the Lessee's construction work the Lessee shall be the insurer of the Port Authority, the City of New York (hereinafter called "the City"), and the New York City Economic Development Corporation (hereinafter called "EDC"), and their respective Commissioners, officers, agents and employees against the following distinct and several risks, whether they arise from acts or omissions of the Lessee, any contractors of the Lessee, the Port Authority, the City, EDC, third persons, or from acts of God or the public enemy, or otherwise, excepting only risks which result solely from affirmative wilful acts done by the Port Authority, the City or EDC subsequent to commencement of the work:

(i) The risk of loss or damage to all such construction prior to the completion thereof. In the event of such loss or damage, the Lessee shall forthwith repair, replace and make good the work without cost to the Port Authority, the City or EDC;

(ii) The risk of death, injury or damage, direct or consequential, to the Port Authority, the City or EDC and their respective Commissioners, officers, agents and employees, and to its or their property, arising out of or in connection with the performance of the work. The Lessee shall indemnify the Port Authority, the City, and EDC and their respective Commissioners, officers, agents and employees, for all such injuries and damages, and for all loss suffered by reason thereof;

(iii) The risk of claims and demands, just or unjust, by third persons against the Port Authority, the City, or EDC and their respective Commissioners, officers, agents and employees, arising or alleged to arise out of the performance of the work. The Lessee shall indemnify the Port Authority, the City, and EDC and their respective Commissioners, officers, agents and employees, against and from all such claims and demands, and for all loss and expense incurred by it or them in the defense, settlement or satisfaction thereof including without limitation thereto, claims and demands for death, for personal injury or for property damage, direct or consequential.

(c) Prior to the commencement of any of the Lessee's construction work, the Lessee shall submit to the Port Authority for its approval a Construction Application in the form supplied by the Port Authority, and containing such terms and conditions as the Port Authority may include, setting forth in detail by appropriate plans and specifications the work the Lessee proposes to perform and the manner of and time periods for performing the same, including without limitation a schedule listing each contract proposed to be entered into for the performance of the work and the estimated cost of the work to be performed under each such contract. The data to be supplied by the Lessee shall identify each of the items constituting the Lessee's construction work, and shall describe in detail the systems, improvements, fixtures and equipment to be installed by the Lessee. The Lessee shall be responsible at its sole expense for retaining all architectural, engineering and other technical consultants and services as may be directed by the Port Authority and for developing, completing and submitting detailed plans and specifications for the work. The plans and specifications to be submitted by the Lessee shall be in sufficient detail for a contractor to perform the work and shall bear the signature and

seal of a registered architect or professional engineer licensed in the State of New York who shall be responsible for the administration of the work in accordance with the Port Authority's requirements. In connection with review by the Port Authority of the Lessee's submissions under this paragraph, the Lessee shall submit to the Port Authority, at the Port Authority's request, such additional data, detail or information as the Port Authority may find necessary. Following the Port Authority's receipt of the Lessee's Construction Application and complete plans and specifications, the Port Authority shall give its written approval or rejection thereof, or shall request such revisions or modifications thereto as the Port Authority may find necessary. The Lessee shall not engage any contractor or permit the use of any subcontractor unless and until each such contractor or subcontractor, and the contract such contractor is operating under, have been approved by the Port Authority. The Lessee shall include in any such contract or subcontract such provisions as are required in accordance with the provisions of this Agreement and the Construction Application approved by the Port Authority. The Lessee shall obtain and maintain or cause each contractor to obtain and maintain in force such insurance coverage as is described in subparagraphs (j) and (k) of this paragraph and such performance bonds as the Port Authority may specify. All of the Lessee's construction work shall be performed by the Lessee in accordance with the Construction Application and final plans and specifications approved by the Port Authority, shall be subject to inspection by the Port Authority during the progress of the work and after the completion thereof, and the Lessee shall redo or replace at its own expense any work not done in accordance therewith. Upon final completion of all of the Lessee's construction work the Lessee shall deliver to the Port Authority a certificate to such effect signed by a responsible officer of the Lessee and by the architect or engineer who sealed the Lessee's plans pursuant to the provisions of this subparagraph certifying that all of the work has been performed in accordance with the approved plans and specifications and the provisions of this Agreement, and the Lessee shall supply the Port Authority with as-built drawings of the Lessee's construction work in such form and number requested by the Port Authority. The Lessee shall keep said drawings current during the term of the letting under the Lease as herein amended. No changes or modifications to such work shall be made without prior Port Authority consent. Following its receipt of the Lessee's certificate, the Port Authority shall inspect the work and, unless such certification is not correct, or the Port Authority determines that the premises are unsuitable for occupancy and use by the Lessee, a certificate of final completion shall be delivered to the Lessee by the Port Authority (which date of issuance of said certificate is hereinafter called "the Completion Date").

(d) Except as set forth in subparagraph (e) of this paragraph, the Lessee shall not commence any portion of the Lessee's construction work until the Construction Application and plans and specifications covering such work, referred to in subparagraph (c) of this paragraph, have been finally approved by the Port Authority.

(e) If the Lessee desires to commence construction of portions of the Lessee's construction work prior to the approval by the Port Authority of the complete Construction Application and plans and specifications covering all of such work pursuant to subparagraph (c) of this paragraph, the Lessee shall submit to the Port Authority a separate Construction Application for each portion of the Lessee's construction work the Lessee so desires to commence (each such portion of the Lessee's construction work being hereinafter designated as "Partial Approval Work") which shall be executed by an authorized officer of the Lessee and shall be accompanied by final and complete plans, specifications, drawings, and data with respect to such portion of the Lessee's construction work (the final and complete plans, specifications, drawings, and data covering each such portion of the Lessee's construction work are hereinafter referred to as "the Partial Approval Work Plans" with respect to such portion of the Lessee's construction work) setting forth in detail the work to be performed in connection with each such portion of the Lessee's construction work. The Port Authority shall have full and complete discretion as to whether to permit the Lessee to proceed with the performance of any Partial Approval Work. If the Port Authority consents to the performance of any Partial Approval Work, the Port Authority shall review the Construction Application covering such work and shall give its written approval or rejection of the Partial Approval Work Plans with respect thereto or shall request such revisions or modifications thereto as the Port Authority may find necessary. Upon the Port Authority's approval of the Construction Application covering an item of Partial Approval Work and its approval of the Partial Approval Work Plans with respect thereto, the Lessee may proceed to perform such item of Partial Approval Work subject to and in accordance with the following terms and conditions:

(1) The performance by the Lessee of any item of Partial Approval Work in accordance with the Port Authority's approval will be at its sole risk and if for any reason the plans and specifications for the balance of the Lessee's construction work or, any part thereof, are not approved by the Port Authority or if the approval thereof calls for modifications or changes in any item of Partial Approval Work undertaken by the Lessee under any approval granted by the Port Authority pursuant to this subparagraph, the Lessee will, as directed by the Port Authority, and at the Lessee's sole cost and expense, either restore the area affected to the condition existing prior to the commencement of such item of Partial Approval Work or make such modifications

and changes to such work as may be required by the Port Authority.

(2) Nothing contained in any approval given pursuant to this subparagraph shall constitute a determination or indication by the Port Authority that the Lessee has complied with any laws, rules, orders, ordinances, enactments, resolutions, regulations, statutes, requirements, codes, directions, and executive orders, including but not limited to those of the City of New York, which may pertain to the Partial Approval Work to be performed and which the Lessee is required to comply with pursuant to the Lease as herein amended.

(3) Each item of Partial Approval Work shall be performed in accordance with and subject to the terms and provisions of this Agreement covering the Lessee's construction work and in accordance with the approved Construction Application covering such item of Partial Approval Work and in accordance with the approved Partial Approval Work Plans constituting a part of such Construction Application, and subject to any requirements, stipulations, and provisions which the Port Authority may impose in its approval of the performance of such item of Partial Approval Work.

(4) No Partial Approval Work performed by the Lessee pursuant to the provisions of this subparagraph shall affect or limit the obligations of the Lessee under any prior approvals it may have obtained with respect to the Lessee's construction work.

(5) The fact that the Lessee has performed any item of Partial Approval Work and that the Port Authority has consented to the performance thereof shall not affect or limit the obligations of the Lessee under this Agreement with respect to the Lessee's construction work. The Lessee specifically understands that neither the Port Authority's approval of any Construction Application and Partial Approval Work Plans covering any item of Partial Approval Work nor the performance by the Lessee of any item of Partial Approval Work pursuant to such approval shall obligate the Port Authority to approve the Construction Application and plans and specifications submitted by the Lessee for the balance of the Lessee's construction work or shall create or be deemed to create any obligation on the part of the Port Authority to permit subsequent Partial Approval Work to be performed. Without limiting the generality of the provisions of this subparagraph, it is specifically understood that the Port Authority may withhold its approval of a Construction Application and Partial Approval Work Plans covering any item of Partial Approval Work if the Port Authority determines that review of subsequent items of Partial Approval Work is required before the Port Authority can approve, reject, or comment upon such Partial Approval Work Plans.

(6) In the event that in the opinion of the Port Authority the Lessee at any time during the performance of any portion of any item of Partial Approval Work under the approval granted by the Port Authority pursuant to this subparagraph shall fail to comply with all of the provisions of this Agreement with respect to such work or shall fail to comply with the provisions of the Construction Application covering such work and the plans and specifications forming a part thereof, or shall fail to comply with any requirements, stipulations, or provisions imposed by the Port Authority in its approval of the performance of such item of Partial Approval Work, or if in the Port Authority's opinion the Lessee shall be in breach of any of the provisions of this Agreement covering such work or shall be in breach of any of the provisions of the Construction Application and plans and specifications covering the performance of such work, or shall be in breach of any requirements, stipulations, or provisions imposed by the Port Authority in its approval of the work, the Port Authority shall have the right to cause the Lessee to cease all or such part of such item of the Partial Approval Work as is being performed in violation of this Agreement, the Construction Application and plans and specifications, or the conditions of the Port Authority's approval. Upon written direction from the Port Authority, the Lessee shall promptly cease performance of the portion of the Partial Approval Work specified. The Lessee shall thereupon submit to the Port Authority for its written approval the Lessee's proposal for making modifications, corrections or changes in or to the item of Partial Approval Work that has been or is to be performed so that the same will comply with the provisions of this Agreement, the Construction Application and plans and specifications, or the conditions of the Port Authority's approval covering such work. The Lessee shall not commence construction of the portion of the Partial Approval Work that has been halted until it has received written approval of the proposed modifications, corrections or changes.

(7) It is hereby expressly understood and agreed that the Port Authority has no duty or obligation of any kind whatsoever to inspect or police the performance of any Partial Approval Work by the Lessee and the rights granted to the Port Authority hereunder shall not create or be deemed to create such a duty or obligation. Accordingly, the fact that the Port Authority has not exercised its right to require the Lessee to cease performance of all or any part of the Partial Approval Work shall not be or be deemed to be an agreement or acknowledgment on the part of the Port Authority that the Lessee has in fact performed such work in accordance with the terms of this Agreement, the Construction Application and plans and specifications covering such work, or the conditions of the Port Authority's approval of such work, nor shall such fact be or be deemed to be a waiver by the Port Authority of any of the requirements of this Agreement with respect to such work, or any of the requirements of the Construction Application and plans and

specifications covering such work, or any of the conditions of the Port Authority's approval of such work.

(f) Without limiting the generality of any of the provisions of this Agreement, the Lessee's construction work (including any Partial Approval Work performed by the Lessee) shall be performed in such a manner that there will be at all times during construction a minimum of air pollution, water pollution or any other type of pollution, and a minimum of noise emanating from, arising out of, or resulting from construction. Subject to the provisions of this Agreement, the Lessee shall construct such reasonable structures, fences, equipment, devices and other facilities as may be necessary or appropriate to accomplish the objectives set forth in this subparagraph, and, without limiting the generality of the foregoing, such construction shall be subject to the Port Authority's review and approval in accordance with the provisions of this paragraph.

(g) Without limiting the generality of subparagraph (c) of this paragraph the Lessee shall be solely responsible for the plans and specifications used by it and for the adequacy or sufficiency of such plans, specifications and all the improvements, fixtures, and equipment depicted thereon or covered thereby, regardless of the consent thereto or approval thereof by the Port Authority or the incorporation therein of any Port Authority requirements or recommendations. The Port Authority shall have no obligation or liability in connection with the performance of any of the Lessee's construction work or for the contracts for the performance thereof entered into by the Lessee. Any warranties extended or available to the Lessee in connection with the aforesaid work shall be for the benefit of the Port Authority as well as the Lessee. The Lessee shall conduct no public operations in the premises with respect to any improvements, fixtures or equipment constituting the Lessee's construction work until the Port Authority shall have notified the Lessee in writing that the Lessee's construction work has been completed or substantially completed to its satisfaction. In the event of any inconsistency between the provisions of this Agreement and those of the Construction Application referred to in subparagraph (c) of this paragraph the provisions of this Agreement shall control.

(h) Without limiting or affecting any other term or provision of this Agreement, the Lessee shall be solely responsible for the design, adequacy and operation of all utility, mechanical, electrical, communications and other systems installed in the premises by the Lessee and all other improvements, additions, fixtures, finishes, decorations and equipment made or installed by the Lessee in the premises and shall do all preventive maintenance and make all repairs, replacements, rebuilding (ordinary or extraordinary, structural or non-structural) and painting necessary to keep such systems,

improvements, additions, fixtures, finishes, decorations and equipment (whether the same involves structural or non-structural work) in the condition they were in when made or installed except for reasonable wear which does not adversely affect the efficient or proper utilization of any part of the premises.

(i) The Lessee shall pay all claims lawfully made against it by its contractors, subcontractors, materialmen and workmen, and all claims lawfully made against it by other third persons arising out of or in connection with or because of the performance of the work, and shall cause its contractors and subcontractors to pay all such claims lawfully made against them. Nothing herein contained shall be deemed to constitute consent to the creation of any lien or claim against the premises or any part thereof, nor to prevent the Lessee from contesting claims in good faith.

(j) In addition to all policies of insurance otherwise required by the Lease as herein amended, the Lessee shall procure and maintain or cause to be procured and maintained in effect during the performance of the Lessee's construction work:

(i) Comprehensive General Liability Insurance including but not limited to coverage for Premises Operations, Products Liability-Completed Operations and for Broad Form Property Damage and Independent Contractor coverage, with a contractual liability endorsement covering the obligations assumed by the Lessee under subparagraph (b) of this paragraph, and which are customarily insured under such a policy, with a minimum combined single limit coverage for bodily injury and property damage of $5 million. Said insurance shall also include coverage for explosion, collapse and underground property damage hazards.

(ii) Protection and Indemnity Insurance, if the Lessee's work involves the ownership, maintenance, operation, use, loading or unloading of any owned, hired or non-owned watercraft, with a minimum combined single limit coverage for bodily injury and property damage of $5 million.

(iii) Comprehensive Automobile Liability Insurance covering all owned, non-owned or hired vehicles used in connection with said construction with a minimum combined single limit coverage for bodily injury and property damage of $2 million.

(iv) Workers' Compensation and Employers' Liability Insurance in accordance with the requirements of law and in limits of not less than $1 million per accident. The Workers' Compensation Policy shall be specially endorsed

to include coverage afforded by the U.S. Longshoremen's and Harbor Workers' Compensation Act.

(k) In addition to the insurance required pursuant to the provisions of subparagraph (j) of this paragraph, the Lessee shall procure or cause to be procured prior to the commencement of any work Builder's Risk Insurance (All Risk) covering loss or damage (including any loss or damage resulting from flood or earthquake) to any structures, improvements, fixtures and equipment and furnishing and materials on the premises during said construction, whether or not attached to the land, in an amount equal to the full replacement cost. Such insurance shall name the Port Authority, the City, and EDC as insureds and such policy shall provide that the loss shall be adjusted with the Port Authority, and that the proceeds thereof shall be paid to the Port Authority and shall be made available to the Lessee for and applied strictly and solely to the payment of the cost of the repair, replacement, rebuilding or other performance of the Lessee's construction work.

(l) With the exception of the Workers' Compensation and Employers' Liability Insurance policy each policy of insurance described in subparagraph (j) of this paragraph shall include the Port Authority, the City, and EDC as additional insureds, and no such policy shall contain any care, custody or control exclusions, or any exclusion for bodily injury to or sickness, disease or death of any employee of the Lessee or of any of its contractors which would conflict with or in any way impair the coverages resulting from the Port Authority's status as an additional insured or the coverage under the contractual liability endorsement described in subdivision (i) of subparagraph (j) of this paragraph. Such insurance shall also contain an endorsement providing that the protection afforded the Lessee thereunder with respect to any claim or action against the Lessee by a third party shall pertain and apply with like effect with respect to any claim or action against the Lessee by the Port Authority and against the Port Authority by the Lessee, but said endorsement shall not limit, vary, change or affect the protections afforded the Port Authority as an additional insured. Such insurance shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(m) Unless otherwise set forth herein, each policy of insurance described in subparagraphs (j) and (k) of this paragraph shall be subject to the applicable provisions of Section 15 of the Lease.

(n) Title to and property in all improvements and fixtures placed, constructed or installed in or on the premises, including all such improvements and fixtures as shall constitute the Lessee's construction work, shall vest in the Port Authority upon placement, construction or installation thereof and title to and property in any and all equipment and trade fixtures removable without substantial injury to the premises placed in or installed upon the premises shall vest in the Lessee upon the installation thereof.

(o) In the performance of the Lessee's construction work the Lessee shall not permit any situation or condition to continue that may cause or be conducive to any labor troubles at the Facility which interferes with the progress of other construction work at the Facility. The determinations of the Port Authority shall be conclusive on the Lessee and, upon notice from the Port Authority, the Lessee shall or shall cause its contractor to immediately rectify any condition specified in the notice. In the event of failure by the Lessee or any of its contractors to immediately comply with the requirements of this subparagraph (whether or not such failure is due to the Lessee's fault) the Port Authority by notice shall have the right to suspend the Port Authority's permission to the Lessee to proceed with any portion of the Lessee's construction work being performed by or on behalf of the Lessee, and the Lessee shall thereupon immediately cease the same. When labor troubles shall be so settled that such interference or the danger thereof no longer exists, the Port Authority by notice to the Lessee shall reinstate the permission to the Lessee to perform the work on all the same terms and conditions as before the suspension. "Labor troubles" shall mean and include strikes, boycotts, picketing, work-stoppages, slowdowns, complaints, disputes, controversies or any other type of labor trouble, regardless of the employer of the person involved or their employment status, if any.

(p) Upon performance by the Lessee of the Lessee's construction work in accordance with the provisions of this paragraph, the Port Authority will pay to the Lessee a sum in accordance with the provisions of subparagraph (q) of this paragraph (which sum is hereinafter called "the Construction Work Reimbursement Amount") equal to the lesser of: (i) the Reasonable Cost, as hereinafter defined, of the Lessee's construction work or (2) Five Million Dollars and No Cents ($5,000,000.00). To the extent permitted by sound accounting practice, the sum of the following items of cost incurred by the Lessee in performing the Lessee's construction work shall constitute the Reasonable Cost thereof for the purposes of this Agreement:

(1) The Lessee's payments to contractors;

(2) The Lessee's payments for supplies and materials;

(3) The Lessee's payments to persons, firms or corporations other than construction contractors or suppliers of materials, for services rendered or rights granted in connection with construction, not including services of the types mentioned in items (4), (5) and (6) of this subparagraph;

(4) The Lessee's payments of premiums for performance bonds and for the insurance the Lessee is required to maintain in effect in accordance with the provisions of subparagraphs (j) and (k) of this paragraph during the period of construction only;

(5) The Lessee's payments for engineering services in connection with the Lessee's construction work, and during the period of the construction only;

(6) The Lessee's payments for architectural, planning and design services in connection with the Lessee's construction work;

(7) The sum of the costs approved under items (4), (5) and (6) of this subparagraph shall not exceed 20% of the sum of the costs approved under items (1), (2) and (3) of this subparagraph; if in fact there is any such excess, such excess shall not be a part of the cost incurred by the Lessee in the performance of the Lessee's construction work for the purposes of this paragraph.

No payment or payments on account of administrative or other overhead costs and no payment to employees of the Lessee shall be included in the cost of the work whether or not allocated to the cost of the work by the Lessee's own accounting practices. No payment to a firm or corporation wholly or partially owned by or in common ownership with the Lessee shall be included in the cost of the work.

(q) On or about the tenth day of the first calendar month following the commencement of the Lessee's construction work the Lessee shall certify to the Port Authority, the City, and EDC by written certification subscribed by a responsible officer of the Lessee: (i) the amount of the Lessee's construction work performed by the Lessee in the preceding month, the cost of the work described in the certificate, the amount of such cost incurred by the Lessee during such month, and the amount paid by the Lessee on account of such cost, if any; (ii) that except for the amount, if any, stated in such certificate to be due for services and materials, there is no outstanding indebtedness known to the persons signing such certificate, after

due inquiry, then due on account of the purchase of any equipment or fixtures described in the certificate or for labor, wages, materials, supplies or services in connection with any work described therein which, if unpaid, might become the basis of a vendor's, mechanic's, laborer's or materialmen statutory or similar lien or alleged lien upon such work or upon the premises or any part thereof, or upon the Lessee's leasehold interest therein, nor are any of the equipment, or fixtures described in such certificate secured by any liens, mortgages, security interests or other encumbrances. Nothing contained herein shall be deemed or construed as a submission by the Port Authority to the application to itself of any such lien; and (iii) that the work for which the amount set forth in the certificate is due has been performed in accordance with the Lessee's approved plans and specifications and the provisions of this Agreement. Such certificate shall also contain a certification by the Lessee and by the architect or engineer who sealed the Lessee's plans pursuant to the provisions of subparagraph (c) of this paragraph certifying to the Port Authority, the City, and EDC that all of the work described in the certificate has been performed in accordance with the final plans and specifications approved by the Port Authority and in accordance with the provisions of this Agreement. Following its receipt of the Lessee's certificate, the Port Authority shall remit to the Lessee an amount equal to the cost incurred by the Lessee for the portion of the Lessee's construction work performed by the Lessee in the preceding month as shown in the certificate less ten percent (10%) thereof and also less the amount of any claims made against the Port Authority by subcontractors, materialmen or workmen, if any, in connection with any of the work described in the certificate. On or about the tenth day of each month thereafter during the period of the performance of the Lessee's construction work the Lessee shall deliver a similar certificate to the Port Authority signed by a responsible officer of the Lessee which certificate shall certify to the Port Authority, the City, and EDC the amount of the Lessee's construction work performed by the Lessee in the preceding month, the cost of the work described in the certificate performed by the Lessee in the preceding month, the amount of such cost incurred by the Lessee during such month, the amount paid by the Lessee on account of such cost, the cumulative amount of such cost incurred by the Lessee on account of the work described in the certificate from the date of the commencement of the work, and the cumulative amount of all payments made on account of such cost from the date of the commencement of the work, and such certificate shall also contain the statements set forth in subdivisions (ii) and (iii) of this subparagraph both with respect to the work described in the certificate and all work previously performed by the Lessee. Each such certificate shall also contain a certification by the Lessee and by the architect or engineer who sealed the Lessee's plans pursuant to the provisions of subparagraph (c) of this paragraph certifying to the Port Authority, the City, and EDC that all of the work

described in the certificate has been performed in accordance with the final plans and specifications approved by the Port Authority and in accordance with the provisions of this Agreement. Following its receipt of such certificate the Port Authority shall remit to the Lessee an amount equal to the cost incurred by the Lessee for the portion of the Lessee's construction work performed by the Lessee in the preceding month as shown in the certificate less ten percent (10%) thereof and less the amount of claims, if any, made against the Port Authority by subcontractors, materialmen or workmen on account of any of the work described in the certificate. Upon final completion of all of the Lessee's construction work to be performed by the Lessee as set forth in the Lessee's approved plans and specifications, the Lessee shall submit to the Port Authority a final certification to the Port Authority, the City, and EDC signed by a responsible officer thereof that all work has been completed, which certificate shall certify separately the final cost of all of the Lessee's construction work performed by the Lessee, the cumulative payments made by the Lessee on account of such costs, and shall also certify the items set forth in subdivisions (ii) and (iii) of this subparagraph with respect to all of the work. In addition, the architect or engineer who sealed the Lessee's plans and specifications pursuant to the provisions of subparagraph (c) of this paragraph shall certify to the Port Authority, the City, and EDC that all of the work has been performed in accordance with the final plans and specifications for the work approved by the Port Authority and in accordance with the provisions of this Agreement. After examination and approval of such certificate, and such supporting documents and records as the Port Authority shall deem necessary to substantiate the certificate, the Port Authority shall finally inspect the premises and the work and after such inspection the Port Authority shall notify the Lessee if all of the work has been performed in accordance with the approved plans and specifications and the provisions of this Agreement. If all of the work has been completed in accordance with the approved plans and specifications, and the provisions of this Agreement, the Port Authority will pay to the Lessee on account of the cost of the Lessee's construction work the difference between the sum obtained by adding together all prior payments made by the Port Authority to the Lessee on account of the cost of the Lessee's construction work and the Construction Work Reimbursement Amount. If the sum of all of the previous payments made by the Port Authority to the Lessee on account of the cost of the Lessee's construction work exceeds the Construction Work Reimbursement Amount, the Lessee shall pay to the Port Authority the amount of such excess on demand. No payment made by the Port Authority to the Lessee pursuant to the provisions of this subparagraph, including, without limitation, any payment made to the Lessee following the Port Authority's receipt of the Lessee's final certification of cost, shall be deemed final until the cost of the Lessee's construction work has been finally determined by the

Port Authority. Any payment made to the Lessee following the Port Authority's receipt of the Lessee's final certification of cost shall not be deemed a final determination of the cost of the Lessee's construction work. Such final determination shall occur only after the Port Authority has examined and approved the Lessee's final certificate of cost and such records and other documentation of the Lessee as the Port Authority shall deem necessary to substantiate such cost. The Lessee shall permit the Port Authority by its agents, employees and representatives at all reasonable times prior to a final determination of the cost of the Lessee's construction work to examine and audit the records and other documentation of the Lessee which pertain to and will substantiate such cost. In no event whatsoever shall the cost of any portion of the Lessee's construction work as finally determined and computed in accordance with the provisions of subparagraph (p) of this paragraph and in accordance with the provisions of this subparagraph include any expenses, outlays or charges whatsoever by or for the account of the Lessee for or in connection with any improvements, equipment or fixtures or the performance of any work unless such are actually and completely installed in and or made to the premises nor shall cost include the costs of any equipment, fixture or improvements which are secured by liens, mortgages, other encumbrances or conditional bills of sale. If the cost of the Lessee's construction work as finally determined shall be less than the amount previously paid pursuant to the provisions of this paragraph, the Lessee shall pay the difference to the Port Authority within ten (10) days after notification to the Lessee stating the amount thereof.

(r) The Lessee agrees that it will complete the Lessee's construction work by December 31, 1998. The Port Authority's entire obligation under this Agreement to make payments to the Lessee on account of the cost of the Lessee's construction work shall be limited in amount to the Construction Work Reimbursement Amount. No contractor or third party shall or shall be deemed to have acquired any rights against the Port Authority by virtue of the execution of this Agreement and nothing contained herein shall operate or give to any such contractor or third party any claim or right of action against the Port Authority and its Commissioners, officers, agents and employees.

(s) The Lessee agrees to and shall require its contractor to use every good faith effort to provide for meaningful participation by Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) in the Lessee's construction work. "Meaningful participation" shall mean that at least seventeen percent (17%) of the total dollar value of the construction contracts (including subcontracts) covering the construction work are for the participation of Minority Business Enterprises and Women-owned Business Enterprises, of which at least twelve percent (12%) are for the participation of Minority

Business Enterprises. A Minority Business Enterprise shall mean a company or firm at least 51% of which is owned and controlled by a minority or minorities. A Women Business Enterprise shall mean a company or firm at least 51% of which is owned and controlled by a woman or women. For purposes of this paragraph minority is a member of one of the following groups:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

Good faith efforts to include meaningful participation by MBEs and WBEs shall include at least the following:

(1) Dividing the work to be subcontracted into smaller portions where feasible.

(2) Actively and affirmatively soliciting bids for subcontracts from MBEs and WBEs, including circulation of solicitations to minority and female contractor associations. The Contractor shall maintain records detailing the efforts made to provide for meaningful MBE and WBE participation in the Work, including the names and addresses of all MBEs and WBEs contacted and, if any such MBE or WBE is not selected as a joint venturer or subcontractor, the reason for such decision.

(3) Making plans and specifications for prospective construction work available to MBEs and WBEs in sufficient time for review.

(4) Utilizing the list of eligible MBEs and WBEs maintained by the Port Authority or seeking minorities or women from other sources for the purpose of soliciting bids for contractors.

(5) Encouraging the formation of joint ventures, partnerships or other similar arrangements among contractors, where appropriate, to insure that the Lessee and said contractors will meet their obligations hereunder.

(6) Insuring that provision is made to provide progress payments to MBEs and WBEs on a timely basis.

(7) Not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs, where appropriate.

2. (a) Attached hereto as Exhibit Y is a form of election pursuant to Section 142(b) of the Internal Revenue Code of 1986, as amended. The Lessee acknowledges that two counterparts of said form of election have been delivered to it by the Port Authority. Upon the execution of this Agreement by the Lessee and its delivery to the Port Authority, the Lessee shall execute the said two counterparts and deliver one fully executed counterpart to the Port Authority with its delivery of this Agreement, and the Lessee shall keep the second executed counterpart with its records for the balance of the entire term of the letting under this Agreement.

(b) The Lessee is not acquiring an ownership interest in the Lessee's construction work defined in paragraph 1 of this Agreement. Capital expenditures in connection with the Lessee's construction work have been, or are expected to be made, in whole or in part by the Port Authority from "exempt facility bonds" (within the meaning of Section 142(a) of the Internal Revenue Code of 1986) issued by the Port Authority from time to time (such capital expenditures are hereinafter called "the Property"). The Lessee hereby irrevocably elects not to claim for purposes of federal, state or local taxation of income any depreciation or investment credits, for which it may be eligible with respect to the Property. The Lessee further agrees that this irrevocable election shall be binding upon its successors in interest, if any, under the Lease as herein amended, and as a condition of any permitted sale or assignment of the interest of the Lessee under the Lease as herein amended, every successor in interest shall furnish an executed irrevocable election in the form of the immediately preceding sentence to the Port Authority. The foregoing shall not grant or be deemed to grant to the Lessee the right to sell or assign, in any manner, its interest under the Lease as herein amended.

(c) In the event the Lessee records any documents in lieu of recording this Agreement or the Lease, such documents shall incorporate the substance of subparagraph (b) of this paragraph.

(d) It is understood that the election set forth in subparagraph (b) of this paragraph shall not apply to any personal property of the Lessee (including equipment and trade fixtures) removable without material damage to the premises leased to the Lessee pursuant to the Lease as herein amended which are installed by the Lessee in or on the premises leased to the Lessee pursuant to the Lease as herein amended and which shall be deemed to be and remain the property of the Lessee.

3. With respect to the provisions of subparagraphs (b), (k), (l), and (q) of paragraph 1 and the provisions of paragraph 7 hereof specifically applicable to the City and EDC, the City and EDC shall be and be deemed third party beneficiaries hereunder; provided, that, nothing contained in this paragraph or said other paragraphs shall or shall be deemed to create any obligations or liability on the part of the Port Authority to either the City or EDC.

4. The Port Authority and the Lessee acknowledge that simultaneously with the entering into of this Agreement, the Port Authority, EDC, South Pacific Shipping Co. Limited, and the Lessee are entering into a Funding Agreement of even date regarding the funding of the Work (which agreement is hereinafter called the "Funding Agreement"). Notwithstanding any other provision of this Agreement, the Port Authority and the Lessee hereby agree that upon any termination or expiration of the Funding Agreement prior to completion of the Lessee's construction work, this Agreement shall terminate on the effective date of such termination or expiration of said Funding Agreement. The termination of this Agreement under the provisions of this paragraph shall not in any way affect the continuation of the letting under the Lease, and the Lease shall continue in full force and effect notwithstanding the termination of this Agreement under this paragraph.

5. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect.

6. The Lessee represents and warrants that no broker has been concerned in the negotiation of this Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation or execution of this Agreement.

7. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, nor any Commissioner acting for the City or EDC nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

8. This Agreement, together with the Lease (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter set forth herein, and may not be changed, modified, discharged or extended

except by instrument in writing duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

_____

By_____

(Title)_____

(Seal)

ATTEST:

HOWLAND HOOK CONTAINER TERMINAL, INC.

_____
Secretary

By_____

(Title) President

(Corporate Seal)

EXHIBIT Y

ELECTION

(PURSUANT TO SECTION 142 (b) OF THE
INTERNAL REVENUE CODE OF 1986)

1. HOWLAND HOOK CONTAINER TERMINAL, INC. (hereinafter called "the Lessee"), pursuant to an Agreement of Lease bearing Port Authority Lease No. HHT-4 (hereinafter called "the Lease") made under date of June 30, 1995, between the Lessee and The Port Authority of New York and New Jersey (hereinafter called "the Port Authority"), as supplemented by that certain agreement made between the Port Authority and the Lessee, dated as of September , 1997 and denominated "Supplement No. 4" to the Lease (hereinafter called "the Supplement"), has leased a site and the structures, improvements, additions, buildings and facilities located or to be located thereon at the Howland Hook Marine Terminal, all as described in the Lease (hereinafter called "the Leased Premises") to be used basically as marine terminal premises constituting a public port for a term commencing no later than approximately December 1, 1995 and expiring no later than December 31, 2019.

2. The principal office of the Port Authority is at One World Trade Center, New York, New York 10048 and its taxpayer identification number is 13-6400654W.

3. The principal office of the Lessee is at 300 Western Avenue, Staten Island, New York 10303 and its taxpayer identification number is 13-384-1035.

4. Capital expenditures in connection with the Leased Premises have been, or are expected to be made, in whole or in part by the Port Authority from "exempt facility bonds" (within the meaning of Section 142(a) of the Internal Revenue Code of 1986) issued by the Port Authority from time to time (such capital expenditures being hereinafter called "the Property").

5. The Lessee has not acquired and is not acquiring an ownership interest in the Property. The Lessee hereby irrevocably elects not to claim for purposes of federal, state or local taxation of income any depreciation or investment credits, for which it may be eligible with respect to the Property including, without limitation, the Lessee's construction work identified in subparagraph (a) of paragraph 1 of the Supplement. The Lessee further agrees that this irrevocable election shall be binding upon its successors in interest, if any, under the Lease,

EXHIBIT B

SUBCONTRACTOR LISTING

TO: New York City Economic Development Corporation
hereinafter called "EDC"

For the Work titled:

Contract No. _____

Description of Work: _____

_____

(Fill out (1) or (2), as applicable)

(1) the undersigned proposes to use the following subcontractors. Except as otherwise approved by EDC, the undersigned proposes to perform all other portions of the work with its own forces.

Portion of the Work:	Subcontractor name and address:
_____	_____
	_____
	_____
_____	_____
	_____
	_____
_____	_____
	_____
	_____
_____	_____
	_____
	_____

PROVIDE SIGNATURE
IDENTICAL TO THAT
SHOWN ON THE

FUNDING AGREEMENT

_____
Prime Contractor

BY: _____

(2) the undersigned does not propose to use any subcontractors.

PROVIDE SIGNATURE
IDENTICAL TO THAT
SHOWN ON THE
FUNDING AGREEMENT

_____
Prime Contractor

BY: _____

END OF SUBCONTRACTOR LISTING

SUBCONTRACTOR QUESTIONNAIRE

The Vendor Information Exchange System (VENDEX) questionnaires have been developed to collect information from vendors who wish to do business with the City. This information is collected to ensure that the City obeys the mandate of the New York City Charter to do business only with responsible vendors.

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire. Refer to the booklet "A Vendor's Guide To VENDEX" for specific instructions for completing this questionnaire and for a definition of terms. Terms or phrases which are defined are written in **bold** face throughout the questionnaire. If you have not received a copy of this booklet or if you have additional questions that the booklet does not answer, contact the VENDEX Unit at 212-788-0010. COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.

COMPLETE THIS BOX

New York City Agency _____ PIN _____

Bureau/Division _____

Name of Prime Contractor _____

Name of Business Submitting the Questionnaire _____ EIN _____

(Check one)

☐ For Profit

☐ Not-For-Profit

Type of Submission: (Check one)

1. ☐ Fully Completed Questionnaire
2. ☐ Changed Questionnaire
3. ☐ Affidavit of No Change (Complete and submit Page 1 and 5 only)

If 2. or 3. checked, provide submission date of fully completed questionnaire ____/____/____

_____

Name (Subcontractor Questionnaire or Affidavit of No Change Completed By) Title Date

FOR AGENCY USE ONLY

VNC #_____

Vendor Recommended for Award: _____ EIN/SSN _____

Business entity name

Date Approved ____/____/____

Subcontract amount $ _____

Agency Contact _____ Telephone _____

1. Submitting business name _____

EIN/SSN _____

Business address _____ (1A)

City/state/zip _____

Main business telephone ( ) _____

Check one ☐ Own ☐ Rent ☐ Rent with option to buy

Local New York City address (if different) _____ (1B)

City/state/zip _____

Local business telephone ( ) _____ (1C)

Fax number ( ) _____ (1D)

2. **LIST ALL PRINCIPAL OWNERS AND OFFICERS OF THIS BUSINESS ON PAGE 3, Section 2.** (Refer to "A Vendor's Guide to VENDEX" for instructions in completing this section).

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

Subcontractor EIN/SSN _____

Section 2.

Name _____ EIN/SSN _____

If business: ☐ For Profit ☐ Not-For-Profit

Title _____ If partner: ☐ General ☐ Limited

Date of Birth _____/_____/_____

Address _____

City/state/zip _____

Business telephone (_____) _____ Percent of ownership _____

Name _____ EIN/SSN _____

If business: ☐ For Profit ☐ Not-For-Profit

Title _____ If partner: ☐ General ☐ Limited

Date of Birth _____/_____/_____

Address _____

City/state/zip _____

Business telephone (_____) _____ Percent of ownership _____

Name _____ EIN/SSN _____

If business: ☐ For Profit ☐ Not-For-Profit

Title _____ If partner: ☐ General ☐ Limited

Date of Birth _____/_____/_____

Address _____

City/state/zip _____

Business telephone (_____) _____ Percent of ownership _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

Subcontractor EIN/SSN - _____

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, _____, being duly sworn, state that I have read and understand all the items contained in the foregoing 3 pages of this questionnaire and the following _____ pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the Agency in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the City will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Do you certify that the submitting business entity was not founded or established or is not operated in a manner to evade the application or defeat the purpose of Section 6-116.2, subdivision b of the New York City Administrative Code, and is not the successor, assignee or affiliate of an entity which is ineligible to bid or propose on contracts or against which a proceeding to determine eligibility to bid or propose on contracts is pending? ☐ No ☐ Yes

Sworn to before me

this day of 19

_____
Notary Public

_____
Name of submitting business

Date business began in New York City*

_____/_____/_____

by

_____
Print name

_____
Signature

_____
Title

_____/_____/_____
Date

*Refer to "A Vendor's Guide to VENDEX".

EXHIBIT D -- CONSTRUCTION CONTRACT ADDENDUM

ADDENDUM to contract (the "Contract"), dated _____ between HOWLAND HOOK CONTAINER TERMINAL, INC. ("HHCT") and _____ ("Contractor").

As a condition to receipt of funds under the Funding Agreement dated _____, 1997 between New York City Economic Development Corporation ("EDC") and HHCT(the "Funding Agreement"), in connection with the implementation of the Work, HHCTmust obtain the consent of its contractors to the following terms and conditions. All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Funding Agreement. By signing below, the Contractor agrees to be bound by the following covenants, terms and conditions.

1. Conflicts of Interest. (a) None of the following has or shall have any interest, direct or indirect, in the Contract or any subcontract thereunder, or the proceeds thereof, for work to be performed in connection with the Work or in any activity or benefit arising out or in connection therewith:

(i) any member, officer, director, official, agent or employee of EDC or the City of New York (the "City"), or their designees, consultants or agents;

(ii) any member of the governing body of the City; and

(iii) any public official of the City who exercises or exercised any functions or responsibilities with respect to the subject matter of the Funding Agreement during his or her tenure, if known to HHCTor Contractor.

(b) Conflict Notice. Upon receiving notice or knowledge of a conflict of interest prohibited by the preceding paragraph (a), HHCTor Contractor, as the case may be, shall deliver notice to EDC of the circumstances and immediately shall use its best efforts to cause any such interest to be terminated.

2. Site Inspections and Key Personnel. EDC and the City, and their agents, employees and/or professional consultants, shall be permitted to make inspections of the Premises, during normal business hours (or otherwise when construction work is in progress) and in accordance with applicable safety standards, to observe compliance with and performance under the Funding Agreement and to meet with key personnel of the contractors. Contractor shall make key personnel available to meet with EDC and the City as reasonably requested.

3. No Agency. Neither Contractor nor any of its employees, subcontractors or agents is or shall be deemed to be, or shall represent that he, she or it is, an agent, servant, employee or contractor of EDC or the City by virtue of the Funding Agreement or by virtue of any approval, permit, license, grant, right or authorization given by EDC, the City or any of their officials, members, directors, officers. agents or employees. The Contractor shall not commence any legal

proceeding against the City or EDC to recover any compensation that may be payable under the Funding Agreement or the Contract.

4. Insurance. Except to the extent HHCThas agreed to and does provide such insurance, Contractor agrees to maintain the insurance coverage applicable to "Contractors" in the "Funding Agreement Insurance Requirements" attached to and made a part of the Funding Agreement as Exhibit I, a copy of which is attached to this Addendum and made a part hereof, and to comply with all other requirements set forth in such Exhibit and in the applicable provisions of the required insurance policies. Within fifteen (15) business days after execution of this Addendum, Contractor shall deliver to QWDC, for transmittal to EDC, certificates (and, if requested, copies of policies) for all such insurance.

5. No Third Party Rights. Neither this Addendum nor any course of dealing between EDC, on the one hand, and HHCTand/or Contractor, on the other hand, relating to or arising out of the Funding Agreement, shall create a contract, privity of contract, third-party beneficiary rights or any other legally enforceable rights of Contractor against EDC or the City. Contractor shall look only to QWDC, and not to EDC or the City, for payment under the Contract. Contractor shall not commence any legal proceeding against EDC or the City to recover any compensation that may be payable under the Contract. If the foregoing provisions of this paragraph are deemed or declared unenforceable, the liability of EDC to QWDC, the Contractor and all other contractors and subcontractors involved in the Work, collectively, shall be limited as set forth in Sections 8.2 and 8.6 of the Funding Agreement, which Sections are incorporated by this reference herein as of fully set forth.

6. Contractor Solely Responsible. The Contractor is solely responsible for the work, direction, compensation and personal conduct of its employees and subcontractors.

7. Indemnification. The Contractor shall indemnify and hold harmless EDC and the City and their respective agents, officers, directors, officials, members and employees, from any and all claims, judgments or liabilities to which they may be subject because of any act or omission of the Contractor or its agents, officers, directors, employees or subcontractors arising out of or in connection with the Contract or because of any negligence, fault or default of the Contractor, or its agents, employees, officers, directors or subcontractors.

8. Compliance with Applicable Law. Contractor shall comply with all applicable laws, rules, regulations and orders of governmental authorities applicable to the Work including, without limitation, applicable building laws, building and fire codes.

9. Noise Control Code. Without limiting the generality of paragraph 8, Contractor shall comply with the applicable provisions of the New York City Noise Control Code (Administrative Code Section 24-216, as amended, and related regulations).

10. Prevailing Wages. Without limiting the generality of paragraph 8, Contractor shall pay no less than prevailing wage rates and supplemental benefits to laborers, workers and mechanics

pursuant to Section 220(3) of the Labor Law in accordance with the currently scheduled rates, as amended from time to time.

11. Tropical Hardwoods. Without limiting the generality of paragraph 8, Tropical Hardwoods, as defined in Section 167-b of the New York State Finance Law shall not be utilized in the performance of the Work except as expressly permitted by the foregoing provision of law.

12. Subcontractors. Contractor shall require all subcontractors to comply, in substance, with the applicable requirements of paragraphs, 1, 4, 8, 9, 10, and 11 of this Addendum.

13. Interpretation. In the case of any inconsistency between the Contract (other than this Addendum) and either this Addendum or the Funding Agreement, the terms of this Addendum and the Funding Agreement shall govern. In the case of any inconsistency between this Addendum and the Funding Agreement, the more restrictive on HHCT or the Contractor, as the case may be, shall govern.

14. Notices. Copies of all legal notices under the Contract shall be sent also to the following parties at the addresses shown below (or to such other addresses as may from time to time be designated by EDC or HHCT by notice delivered to HHCT and/or Contractor):

New York City Economic Development Corporation
110 William Street
New York, NY 10038
Attention: President

with copies to the Attention of the EDC General Counsel (at the same address).

Notwithstanding anything to the contrary in the Contract, this Addendum will be deemed to be a part of, and shall be effective as of the date of, the Contract.

_____, Contractor

By:_____

HOWLAND HOOK CONTAINER TERMINAL, INC.

By:_____

FORM XLD - Ack., N.Y. 51380

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 2nd day of December, 1997, before me personally came Lillian C. Borrone to me known, who, being by me duly sworn, did depose and say that she resides at _____; that she is the Director, Cat Commerce Dept of The Port Authority of New York and New Jersey, (one of) the corporations described in and which executed the foregoing instrument; that she knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that she signed ~~his~~ her name thereto by like order.

Elaine M. Costello
(notarial seal and stamp)

ELAINE M. COSTELLO
Notary Public, State of New York
No. 01CO5052011
Qualified in Kings County
Commission Expires July 14, 1999

STATE OF New York)
) ss.
COUNTY OF New York)

On the 19th day of November, 1997, before me personally came Charles Millard to me known, who, being by me duly sworn, did depose and say that he ~~resides~~ Commissioner's Office at _____; that he is the _____ President of the New York City Economic Development Corporation, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by ~~order~~ authority of the Board of Directors of the said corporation; and that he signed his name thereto by like ~~order~~ authority.

Martin Bree
(notarial seal and stamp)

MARTIN BREE
COMMISSIONER OF DEEDS
CITY OF NEW YORK NO. 4-5172
COMMISSION EXPIRES MAR. 01, 1999

COMMONWEALTH OF THE BAHAMAS
STATE OF
NEW PROVIDENCE) ss.
COUNTY OF)

On the 11th day of November, 1997, before me personally came ROBERT McLEAN BEASE to me known, who, being by me duly sworn, did depose and say that he resides at _____; that he is the _____ President of South Pacific Shipping Co. Limited, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is

such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

(NOTARIAL SEAL AND STAMP)

KENNETH A. TOPPIN NOTARY PUBLIC NASSAU, BAHAMAS

STATE OF New York)
) ss.
COUNTY OF Richmond)

On the 4th day of November, 1997, before me personally came Carmine F. Rafucci to me known, who, being by me duly sworn, did depose and say that he resides at _____; that he is the _____ President of Howland Hook Container Terminal, Inc., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

(notarial seal and stamp)

PETER P. MAGRI
NOTARY PUBLIC State of New York
NO. 43-4641466
Qualified in County of Richmond
Commission Expires 5/31/99

STATE OF New York)
) ss.
COUNTY OF New York)

On the 28 day of October, 1997, before me personally came Randy L. Levine to me known, who, being by me duly sworn, did depose and say that he ~~resides~~ conducts business at _____; that he is the Deputy Mayor for Economic Development and Planning of the City of New York, one of the corporations described in and which executed the foregoing instrument; ~~that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Estimate of the City; and that he signed his name thereto by like order.~~ and that he had authority to sign said instrument.

(notarial seal and stamp)

MARTIN BREE
COMMISSIONER OF DEEDS
CITY OF NEW YORK NO. 4-5172
COMMISSION EXPIRES MAR. 01, 1999

CONFORMED COPY

301-200957-002

Port Authority Lease No. HHT-4
Supplement No. 3

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of June 17, 1997, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and HOWLAND HOOK CONTAINER TERMINAL, INC. (hereinafter called "the Lessee"),

WITNESSETH, That:

WHEREAS, heretofore and as of June 30, 1995, the Port Authority and the Lessee entered into an agreement of lease (hereinafter, as the said agreement of lease has been heretofore amended, modified and supplemented, called "the Lease") covering the Howland Hook Marine Terminal, in the Borough of Staten Island, in the County of Richmond and State of New York; and

WHEREAS, the Port Authority and the Lessee desire to amend the Lease;

NOW, THEREFORE, for and in consideration of the foregoing and the agreements hereinafter contained the Port Authority and the Lessee hereby agree as follows:

1. The date "March 31, 1996" appearing in the fifth line of Section 9(q)(5) of the Lease shall be and be deemed deleted therefrom and the date "October 31, 1997" shall be and be deemed inserted in lieu thereof. The date for completion of the painting of Paceco crane bearing Serial No. 1254, as set forth in the tenth line of Section 9(q)(5) of the Lease, shall be amended such that the date for the completion of said work with respect to said crane shall be October 31, 2000 instead of December 31, 1999.

2. Subject to the provisions of this paragraph, the obligation of the Lessee to perform as part of the Lessee's construction work "the installation of a new boom hinge pin on IHI crane bearing Serial No. 8852 (which portion of the Lessee's construction work is hereinafter called 'the boom hinge pin work')", as set forth in subdivision (14) of Section 9(a) of the Lease, shall be amended such that said subdivision (14) shall be and be deemed to read as follow: "(14) the performance of repairs permitting lubrication of the boom hinge pin on IHI crane bearing Serial No. 8852 (which portion of the Lessee's construction work is hereinafter called 'the boom hinge pin work')". The amendment of the scope of work under the Lease as herein amended with respect to said boom hinge pin set forth in the immediately preceding sentence shall be subject to and conditioned on the Lessee supplying and/or causing third parties to supply the Port

EFFECTIVE
JUN 30 1998
UNDER THE
SHIPPING ACT
OF 1984
Federal Maritime Commission

Authority with such documentation and other evidence as the Port Authority shall require, acting in its sole discretion, to enable the Port Authority to make the determination, which determination shall be within the Port Authority's sole discretion, that the performance of the boom hinge pin repairs described above instead of the replacement of said boom hinge pin will be fully sufficient for the operations of IHI crane bearing Serial No. 8852 for the purposes contemplated under the Lease as herein amended. The parties agree that nothing provided to the Port Authority by the Lessee and/or any third party shall be conclusive on the matter, and further agree that the Port Authority shall have full discretion to determine that only the immediate replacement of said boom hinge pin is sufficient for the aforesaid purposes regardless of any documentation or other evidence that shall have been so supplied to the Port Authority. Without limiting the generality of any other provision of the Lease as herein amended, including without limitation Section 45 of the Lease, in the event that the Lessee's scope of work with respect to said boom hinge pin is amended in accordance with the provisions of this paragraph, the Lessee shall be responsible, at its sole cost and expense, for any replacement of said boom hinge pin required during the term of the letting.

3. In the event that the Lessee's scope of work with respect to the boom hinge pin on IHI crane bearing Serial No. 8852 shall be amended in accordance with the provisions of paragraph 2 hereof, then the date for completion of the boom hinge pin work (as said work is amended by said paragraph 2) as set forth in the sixteenth line of Section 9(q)(5) of the Lease shall be amended such that the date for the completion of the boom hinge pin work shall be October 31, 1997 instead of five (5) months following the Commencement Date. In addition, in the event that the Lessee's scope of work with respect to said boom hinge pin shall be amended in accordance with the provisions of said paragraph 2, then, notwithstanding any provision to the contrary contained in the Lease as herein amended, in the event that the reasonable cost, as defined in Section 9(q) of the Lease, of the boom hinge pin work (as said work is amended by paragraph 2 hereof) is less than One Hundred Eighty Thousand Dollars and No Cents ($180,000.00), as allocated to said work in Section 9(q)(1)(xiv) of the Lease, then the difference between One Hundred Eighty Thousand Dollars and No Cents ($180,000.00) and the reasonable cost of said work shall be allocated in seven equal shares to the painting of the seven container cranes constituting the crane painting work under the Lease as herein amended. The allocation referred to in the immediately preceding sentence shall be effected by adding one-seventh of the total amount to be so allocated to each of the respective reimbursement amounts of One Hundred Ten Thousand Dollars and No Cents ($110,000.00) now allocated to the painting of each of the seven cranes in Section 9(q)(1)(v) of the Lease.

4. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect.

5. The Lessee represents and warrants that no broker has been concerned in the negotiation of this Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation or execution of this Agreement.

6. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

7. This Agreement, together with the Lease (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

(Title) DIRECTOR, PORT COMMERCE DEPARTMENT

(Seal)

ATTEST:

_____

Secretary

HOWLAND HOOK CONTAINER TERMINAL, INC.

By _____

(Title) President

(Corporate Seal)

APPROVED: FORM RN TERMS

FORM XLD - Ack., N... 51380

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 25th day of June, 1997, before me personally came Julian C. Barone to me known, who, being by me duly sworn, did depose and say that he resides at _____, that he is the Director of Port Commerce of the Port Authority of New York and New Jersey, (one of) the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Karen E. Eastman
(notarial seal and stamp)

KAREN E. EASTMAN
Notary Public, State of New York
No. 4766314
Qualified in New York County
Commission Expires Feb. 28, 1999

STATE OF New York)
) ss.
COUNTY OF Richmond)

On the 28th day of May, 1997, before me personally came CARMINE F. RAGUCCI to me known, who, being by me duly sworn, did depose and say that he resides at _____; that he is the _____ President of Howland Hook Container Terminal, Inc., one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

PETER P. MAGRI
NOTARY PUBLIC State of New York
NO. 43-4641466
Qualified in County of Richmond
Commission Expires 5/31/97

Peter P. Magri
(notarial seal and stamp)

STATE OF)
) ss.
COUNTY OF)

On the _____ day of _____, 199__, before me personally came _____ to me known and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed the same.

(notarial seal and stamp)

SECURITY AGREEMENT

Security Agreement made as of this 9th day of November, 1995, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, a body corporate and politic, created by Compact between the States of New Jersey and New York with the consent of the Congress of the United States of America, and having an office at One World Trade Center, New York, New York 10048, (hereinafter called "the Port Authority") and HOWLAND HOOK CONTAINER TERMINAL, INC., a corporation organized and existing under and by virtue of the laws of the State of New York and having an office and place of business at Wall Street Plaza, New York, New York 10005, (hereinafter called "the Debtor").

WITNESSETH, That:

WHEREAS, the parties hereto have heretofore entered into an agreement of lease (hereinafter, as the said agreement of lease has been heretofore amended, modified and supplemented by Supplement No. 1 dated as of July 14, 1995 and Supplement No. 2 dated as of October 30, 1995, called "the Lease") made as of the 30th day of June, 1995 wherein the Port Authority as Lessor leased to the Debtor as Lessee the Howland Hook Marine Terminal in the Borough of Staten Island, in the County of Richmond and State of New York as more particularly set forth in the Lease; and

WHEREAS, the Lessee has incurred certain obligations to the Port Authority under the Lease (which obligations are hereinafter called "the Lessee's Obligations"); and

WHEREAS, the parties hereto intend to create a lien and security interest in the Port Authority to the Spare Parts, as defined in Section 46 of the Lease and as set forth in Schedule B annexed to Supplement No. 1 to the Lease;

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. The Debtor has sold, assigned, transferred, set over and granted a lien and security interest under the Uniform Commercial Code unto the Port Authority, for the benefit of the Port Authority in, and does hereby sell, assign, transfer and set over unto the Port Authority for the benefit of the Port Authority and grant a continuing security interest under the Uniform Commercial Code unto the Port Authority for the benefit of the Port Authority in (a) the Spare Parts (including any replacement part deemed to be a Spare Part under the terms of the

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Lease); (b) proceeds of insurance covering or relating to the Spare Parts described in (a) above; (c) all proceeds of the items described in (a) above. All of the foregoing are hereinafter referred to as "the Collateral".

2. The security interest herein created is intended to secure the performance by the Debtor of all of the Lessee's Obligations, including but not limited to those set forth in Section 3 and Section 4 of the Lease.

3. Nothing in this Security Agreement shall be construed to release the Debtor from any of its obligations under the Lease as Lessee and the Debtor shall remain fully liable for the performance of all of its obligations under the Lease including but not limited to those regarding or relating to the Collateral or any part thereof.

4. The Debtor hereby agrees to reimburse the Port Authority for all of its costs and expenses (including all reasonable legal expenses) necessary to enforce any provisions of this Security Agreement.

5. At any time and from time to time upon the written request of the Port Authority the Debtor shall promptly and duly execute and deliver any and all instruments and documents and take such further action as the Port Authority may request in order to obtain for the Port Authority the full benefits of this Security Agreement and of the rights and powers herein granted including, without limitation thereto, the filing or recording of this Security Agreement or any financing or continuation statement or any similar documents or instruments with respect hereto or thereto, in accordance with the applicable laws of any jurisdiction. The Debtor hereby authorizes the Port Authority to effect any such filing or recording as aforesaid (including the filing of any such financing statements or amendments thereto) without the signature of the Debtor to the extent permitted by applicable law. The costs and expenses of the Port Authority with respect to any of the foregoing actions shall be payable by the Debtor to the Port Authority upon demand.

6. If the Port Authority shall so request the Lessee shall affix or attach to the Spare Parts or any of them an identifying plate, label or decal setting forth that the Port Authority has a security interest in the same.

7. The Debtor shall take good care of the Spare Parts, shall not misuse, abuse, waste or allow the Spare Parts or any of them to deteriorate and shall at its cost and expense make all repairs and restorations and do all preventative maintenance

necessary to keep the Spare Parts in good operating condition and appearance. The Debtor shall replace any of the Spare Parts which is damaged beyond repair or is stolen prior to installation on the container cranes, all such replacements, and any part obtained by the Lessee at its option to replace any of the Spare Parts installed on the container cranes, to become a part of the Spare Parts and subject to this Security Agreement. The Debtor at its cost and expense shall obtain and keep in full force and effect a policy of fire and extended coverage insurance insuring the Spare Parts to the extent of 100% of the replacement value thereof, such policy to include the Port Authority as a named insured and loss payee. The proceeds of such insurance policy shall be made available to the Debtor for the purpose of replacing damaged or stolen Spare Parts provided the Lease is then in full force and effect. The Debtor shall furnish to the Port Authority a certified copy of such policy or certificate or certificates or binders evidencing the existence thereof within ten (10) days after the purchase of the Spare Parts pursuant to Section 46 of the Lease, such insurance coverage to be issued by a carrier satisfactory to the Port Authority.

8. (a) The Port Authority may examine and inspect the Collateral at any time and from time to time and any books, records or other documents of the Debtor pertaining thereto during the term of the Lease.

(b) The Debtor shall not have the right to remove the Spare Parts from the premises. The Debtor shall have the right to use the Spare Parts in connection with its maintenance obligations with respect to certain container cranes as set forth in the Lease, in which event title to the Spare Part so used shall vest in the Port Authority and the Debtor shall be under no obligation to replace said Spare Part.

9. (a) In the event the Debtor should default in the performance of any of the Lessee's Obligations including but not limited to those described in Section 3 and Section 4 thereto, or in the event any of the events of default referred to in Section 25 of the Lease should occur, then in addition to all of the rights or remedies under the terms and provisions of the Lease or as allowed by law, the Port Authority shall have the rights and remedies of a secured party under the Uniform Commercial Code of the State of New York and, without limiting the generality of any of the foregoing, the Port Authority may immediately without demand or notice exercise such rights of enforcement and may enter upon the Debtor's premises and take possession of and assemble the Collateral and may sell at public or private sale or otherwise in the City of New York any part or all of the Collateral and after deducting from the proceeds of such sale or

other disposition of the Collateral, all expenses, including but not limited to reasonable expenses for legal services, and for removal and sale of the Collateral, shall apply the balance thereof towards the payment of the Debtor's obligations under the Lease as amended by this Security Agreement with any balance remaining after the satisfaction of such obligations to be paid to the Debtor. In the event that the proceeds of the sales are not sufficient to fully discharge the obligations of the Debtor as hereinabove referred to, the Debtor shall remain liable for any deficiency thereof.

10. The Debtor hereby represents and warrants to the Port Authority that after title to all Collateral is vested in the Debtor it will continue to be owned by the Debtor, and that the Debtor knows of no adverse claim, lien, security interest in or encumbrance on said Collateral and that there is no financing statement on file in any public office covering the Collateral hereunder or which may attach to any of the Collateral and in the event any such is discovered the Debtor agrees, at its cost and expense, to immediately discharge the same. The Debtor hereby agrees that it shall not in any event sell, transfer or assign its present or future rights or interests of any kind whatsoever in or to the Collateral.

11. The security interest hereby granted and the existence of this Security Agreement shall not limit or alter any other rights or remedies of the Port Authority under the Lease and the Port Authority may from time to time and at any time elect to pursue (or not to pursue) its rights under this Security Agreement without thereby limiting, voiding or relinquishing any of its other rights or remedies under the Lease.

12. The Debtor hereby represents that it is a corporation formed under the laws of the State of New York, that its principal place of business as stated in its certificate of incorporation is at 300 Western Avenue, Staten Island, New York 10303, and that its certificate of incorporation does not contain any provision or prohibition against the creation of a security interest in or lien on any of the property of the Debtor.

13. Notices, requests, permission, consents and approvals given or required to be given to or by either party under this Security Agreement, shall not be effective unless they are given in accordance with Section 33 of the Lease.

14. This Agreement shall be deemed to have been made under and in accordance with the laws of the State of New York and shall be governed and interpreted in accordance therewith.

15. Neither the Commissioners of the Port Authority nor any officer, agent or employee of the Port Authority shall be charged personally by any party hereto with any liability or held liable to the Debtor under any term or provision of this Agreement or because of its execution or attempted execution or because of any breach or attempted or alleged breach thereof.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

ATTEST:

Lysa C. Medini
Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By Lisa C. Barrone
(Title) Director Port Commerce Department
(Seal)

ATTEST:

Secretary

HOWLAND HOOK CONTAINER TERMINAL, INC.

By Carmine F. Pagnucci
(Title) President
(Seal)

W TGM

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 9TH day of NOVEMBER, 1995, before me personally came LILLIAN C. BORRENE to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the DIRECTOR PORT COMMERCE of The Port Authority of New York and New Jersey, (one of) the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Richard J. Conklin
(notarial seal and stamp)

RICHARD J. CONKLIN
Notary Public, State of New York
No. 31-5014612
Qualified in New York County
Commission Expires July 6, 1997

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 9TH day of NOVEMBER, 1995, before me personally came CARMINE F. RICUCCI to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the _____ President of Howland Hook Container Terminal, Inc.

one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Richard J. Conklin
(notarial seal and stamp)

RICHARD J. CONKLIN
Notary Public, State of New York
No. 31-5014612
Qualified in New York County
Commission Expires July 6, 1997

STATE OF)
) ss.
COUNTY OF)

On the day of , 197 , before me personally came

to me known and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed the same.

(notarial seal and stamp)

Port Authority Lease No. HHT-4
Supplement No. 2

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of October 30, 1995, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and HOWLAND HOOK CONTAINER TERMINAL, INC. (hereinafter called "the Lessee"),

WITNESSETH, That:

WHEREAS, heretofore and as of June 30, 1995 the Port Authority and the Lessee entered into an agreement of lease (hereinafter, as the said agreement of lease has been heretofore amended, modified and supplemented, called "the Lease") covering the Howland Hook Marine Terminal, in the Borough of Staten Island, in the County of Richmond and State of New York; and

WHEREAS, the Port Authority and the Lessee desire to amend the Lease;

NOW, THEREFORE, for and in consideration of the foregoing and of the mutual agreements hereinafter contained the Port Authority and the Lessee hereby agree as follows:

1. The provisions of Section 44 of the Lease shall be null and void and of no further force and effect and the following sentence shall be substituted therefor and shall constitute the sole provision of said Section 44: "For all purposes of this Agreement, including without limitation Section 2 hereof, the 'Commencement Date' shall be December 10, 1995."

2. The Port Authority hereby waives the requirement that the Lessee provide the notice referred to in the second sentence of Section 44A of the Lease, and the Port Authority and the Lessee hereby agree that "the Prior Entry Period", as defined in said Section 44A, shall commence on November 10, 1995.

3. (a) The Lessee hereby exercises its option, and agrees to purchase the "Spare Parts", as defined in Section 46 of the Lease, in accordance with all of the provisions of said Section 46, except that the date that the Port Authority shall deliver to the Lessee a fully executed copy of this Agreement shall be deemed the date of the Port Authority's receipt of the Lessee's unconditional written notice referred to in the fourteenth line of paragraph (a) (1) of said Section 46. The Lessee and the Port Authority hereby agree that the "Closing Date", as defined in Paragraph (a) (1) of Section 46 of the Lease shall be November 9, 1995.

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(b) Effective from and after the Closing Date referred to in subparagraph (a) above, the Lessee shall provide the Port Authority with a security interest in the Spare Parts, and the Lessee agrees to execute a security agreement (which security agreement is hereinafter referred to as the "Security Agreement") in the form attached to this Agreement (which shall replace the form of Security Agreement attached as "Exhibit T" to the Lease and upon execution of this Agreement all references to "Exhibit T" in the Lease shall be deemed to refer to the Security Agreement attached to this Agreement) creating a lien on and security interest in the Spare Parts for the benefit of the Port Authority and as security for the performance by the Lessee of its obligations under the Lease as hereby amended. In connection therewith, and from time to time, and without limiting the provisions of said Security Agreement, at the request of Port Authority the Lessee will execute appropriate financing statements and continuation statements in form for filing in accordance with the provisions of the Uniform Commercial Code of the State of New York. The Lessee shall have such obligations regarding the Spare Parts as are set forth in the Security Agreement. The existence of the Security Agreement described in this subparagraph shall not limit or alter any other remedies of the Port Authority under the Lease as hereby amended, and the Port Authority may from time to time and at any time elect to pursue (or not to pursue) its rights under the Security Agreement without thereby limiting, voiding or relinquishing any of its other rights or remedies under the Lease as hereby amended. Nothing contained in this paragraph shall or shall be deemed to affect the right and option of the Port Authority to repurchase the Spare Parts pursuant to the provisions of Section 46 of the Lease as hereby amended, except as the security interest may reduce the Sale Price, as defined in paragraph (f) of said Section 46, pursuant to the provisions of said paragraph (f).

4. (a) Section 40 entitled "Security", Standard Endorsement No. L23.2 and Exhibit X of the Lease shall be deemed deleted and of no further force and effect and the following Section 40A and Standard Endorsement No. L23.2A attached hereto shall be deemed substituted in lieu thereof.

"Section 40A

(a) The Lessee shall deposit and maintain with the Port Authority a security deposit in accordance with the provisions of Standard Endorsement No. L23.2A attached to this Agreement and hereby made a part hereof.

(b) Notwithstanding any provision to the contrary contained in Standard Endorsement No. L23.2A attached hereto, and without otherwise limiting the provisions thereof:

(1) The security deposit requirement set forth in Standard Endorsement No. L23.2A shall be reduced to the amount of One Million Fifty Thousand Dollars and No Cents ($1,050,000.00) at any time that (i) the Lessee shall demonstrate to the Port Authority that the Lessee has performed at the Facility no fewer than sixty-six thousand (66,000) individual crane lifts of cargo containers during any period of not more than twelve consecutive months, or (ii) the Lessee shall demonstrate to the Port Authority pursuant to the provisions of paragraph (b) (3) that the Lessee has entered into agreements (hereinafter called the "Agreements") with prospective customers of the Facility (hereinafter individually called "the Customer" and collectively called "the Customers") under which Agreements in the aggregate the Lessee will have the unconditional right to perform (except in the case of non-performance or default by the Lessee or the inability of either or both parties to perform on account of conditions beyond its or their control) and the Customers will be unconditionally obligated to utilize (except in the case of non-performance or default by the Lessee or the inability of either or both parties to perform on account of conditions beyond its or their control) at the Facility no fewer than five thousand five hundred (5,500) individual crane lifts of cargo containers per calendar month for a period of not less than two years commencing within ninety (90) days following the date of the Lessee's Submission, as hereinafter defined.

(2) In addition to the reduction in the security deposit requirement set forth in subparagraph (1) above, the security deposit requirement set forth in Standard Endorsement No. L23.2A shall be further reduced to the amount of Four Hundred Thousand Dollars and No Cents ($400,000.00) at any time that (i) the Lessee shall demonstrate to the Port Authority that the Lessee has performed at the Facility no fewer than one hundred twenty-five thousand (125,000) individual crane lifts of cargo containers during any period of not more than twelve consecutive months, or (ii) the Lessee shall demonstrate to the Port Authority pursuant to the provisions of paragraph (b) (3) that the Lessee has entered into Agreements, as hereinbefore defined, with prospective Customers of the Facility, as hereinbefore defined, under which Agreements in the aggregate the Lessee will have the unconditional right to perform (except in the case of non-performance or default by the Lessee or the inability of either or both parties to perform on account of conditions beyond its or their control) and the Customers will be unconditionally obligated to utilize (except in the case of non-performance or default by the Lessee or the inability of either or both parties to perform on account of conditions beyond its or their control) at the Facility no fewer than ten thousand four

hundred seventeen (10,417) individual crane lifts of cargo containers per calendar month for a period of not less than two years commencing within ninety (90) days following the date of the Lessee's Submission, as hereinafter defined.

(3) The crane lifts referred to above in subparagraphs (1) and (2) of this paragraph (b) are hereinafter sometimes called "the crane lifts". The Agreements referred to in subparagraphs (1) and (2) above shall be unconditional with respect to the Lessee's rights to perform the crane lifts (except in the case of non-performance or default by the Lessee or the inability of either or both parties to perform on account of conditions beyond its or their control), shall not be revocable or otherwise subject to termination (except for revocation or termination by the Customer on account of default or non-performance by the Lessee) for the entirety of the respective two-year periods described in subparagraphs (1) or (2) above, as applicable, and shall constitute the sole agreements between the Lessee and each Customer regarding the matters described in this paragraph. The Lessee shall provide the Port Authority with written notice that the Agreements are fully executed and in effect, together with copies of the Agreements (which notice and the accompanying Agreements are hereinafter called "the Lessee's Submission"). Within five (5) business days of the Port Authority's receipt of the Lessee's Submission, the Port Authority shall notify the Lessee that either (i) the Agreements meet the requirements of this subparagraph, in which case the security deposit requirement provided for in this paragraph and Standard Endorsement No. L23.2A attached hereto shall be reduced in accordance with the provisions of subparagraph (1) or (2) above, as applicable, or (ii) the Agreements do not meet the requirements of this subparagraph, in which case the Lessee's Submission shall be of no force or effect with respect to the return of said security deposit or for any other purpose under this Agreement, although the Lessee shall not be precluded from making further submissions as the Lessee's Submission pursuant to the provisions of this subparagraph. The Lessee covenants and agrees that neither the Agreements nor any of them shall be amended (either by supplementary agreement or separate agreement or otherwise) in any way subsequent to the date of the Lessee's Submission serving as the basis for a reduction in the amount of the security deposit requirement provided for in this paragraph which would reduce the monthly number of crane lifts required under this subparagraph for the two-year period required under this subparagraph, or which would make any of the Agreements conditional with respect to the Lessee's rights to perform the crane lifts (except in the case of non-performance or default by the Lessee or the inability of either or both

parties to perform on account of conditions beyond its or their control) or revocable or otherwise subject to termination (except for revocation or termination by the Customer on account of default or non-performance by the Lessee) at any time during the entirety of said two-year period, except that an Agreement may be amended and/or modified and/or substituted for if said amendment, modification and/or substitution shall not result in any reduction for any portion of the applicable two-year period of the required number of crane lifts as set forth in this paragraph.

(4) In the event the security deposit requirement shall be decreased to Four Hundred Thousand Dollars and No Cents ($400,000.00) pursuant to subparagraph (b) (2) above, the Port Authority shall have the right to retain out of any excess security on deposit at that time, or if such excess is insufficient the Lessee shall deposit with the Port Authority, the amount of Three Hundred Thousand Dollars and No Cents ($300,000.00) as prepaid rental to be applied, by the Port Authority, pro-rata, to the rental obligations of the Lessee under this Agreement commencing with rental payments due on and after the first day of the next full calendar month following the later of the date of decrease of the security deposit pursuant to subparagraph (b) (2) above or any deposit of additional funds as required above and continuing until said amount shall be exhausted.

(5) The Lessee further agrees that any decrease in security deposit requirements hereunder and any refund as a consequence of such decrease will not be used by the Lessee for the purpose of making a distribution of dividends, equity or any other payments to the stockholders of the Lessee but will be used solely for capital and operating costs of the Lessee at the premises.

(c) Notwithstanding any provision to the contrary contained in Standard Endorsement No. L23.2A attached hereto or in this paragraph, and without otherwise limiting any provision thereof, the Lessee agrees that in the event that the Port Authority shall use the security deposit provided for in this paragraph and said Standard Endorsement No. L23.2A or any part thereof in whole or in partial satisfaction of any of its claims or demands against the Lessee, and the Lessee shall have failed to deposit with the Port Authority additional cash or bonds or such letter of credit so as to maintain the security deposit at all times in the full amount of One Million Seven Hundred Thousand Dollars and No Cents ($1,700,000.00) or One Million Fifty Thousand Dollars and No Cents ($1,050,000.00), as applicable, then, in the event that the Lessee shall satisfy the requirements set forth in paragraph (b) of this Section 40A for the return of a portion of the said security deposit, only the

amount in excess of the required security deposit actually on deposit at such time after deduction of sums required to satisfy any amounts then due and owing to the Port Authority under the Lease as hereby amended shall be returned to the Lessee under the provisions of this paragraph."

5. The last sentence of paragraph (b) of Section 46 of the Lease shall be deemed deleted and of no further force and effect and the following sentence shall be deemed substituted in lieu thereof: "The Lessee further agrees that in the event that it does replace any of the Spare Parts which it has installed or otherwise used in connection with said maintenance of the cranes, then said replacement part shall for all purposes of this Agreement be deemed to be the Spare Part so replaced."

6. The following parenthetical phrase shall be deemed inserted following the word "Parts" appearing in the fourth line of paragraph (c) of Section 46 of the Lease: "(less any installed or otherwise used in connection with the maintenance of the cranes and not replaced)".

7. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect.

8. The Lessee represents and warrants that no broker has been concerned in the negotiation of this Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation or execution of this Agreement.

9. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

10. This Agreement, together with the Lease (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and

the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

Lisa C. Meduri

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By Lillian C. Barrone

(Title) Director Port Commerce Department

(Seal)

ATTEST:

Secretary

HOWLAND HOOK CONTAINER TERMINAL, INC.

By Alvin C. Ragucci

(Title) President

(Corporate Seal)

APPROVED:

RB | TGM

(a) Upon the execution of this Agreement by the Lessee and delivery thereof to the Port Authority, the Lessee shall deposit with the Port Authority (and shall keep deposited throughout the letting under this Agreement) either the sum of

One Million Seven Hundred Thousand Dollars and No Cents ($1,700,000.00)

in cash, or bonds of the United States of America, or of the State of New Jersey, or of the State of New York, or of The Port Authority of New York and New Jersey, having a market value of that amount, as security for the full, faithful and prompt performance of and compliance with, on the part of the Lessee, all of the terms, provisions, covenants and conditions of this Agreement on its part to be fulfilled, kept, performed or observed. Bonds qualifying for deposit hereunder shall be in bearer form but if bonds of that issue were offered only in registered form, then the Lessee may deposit such bond or bonds in registered form, provided, however, that the Port Authority shall be under no obligation to accept such deposit of a bond in registered form unless such bond has been re-registered in the name of the Port Authority (the expense of such re-registration to be borne by the Lessee) in a manner satisfactory to the Port Authority. The Lessee may request the Port Authority to accept a registered bond in the Lessee's name and if acceptable to the Port Authority the Lessee shall deposit such bond together with a bond power (and such other instruments or other documents as the Port Authority may require) in form and substance satisfactory to the Port Authority. In the event the deposit is returned to the Lessee any expenses incurred by the Port Authority in re-registering a bond to the name of the Lessee shall be borne by the Lessee. In addition to any and all other remedies available to it, the Port Authority shall have the right, at its option, at any time and from time to time, with or without notice, to use the deposit or any part thereof in whole or partial satisfaction of any of its claims or demands against the Lessee. There shall be no obligation on the Port Authority to exercise such right and neither the existence of such right nor the holding of the deposit itself shall cure any default or breach of this Agreement on the part of the Lessee. With respect to any bonds deposited by the Lessee, the Port Authority shall have the right, in order to satisfy any of its claims or demands against the Lessee, to sell the same in whole or in part, at any time and from time to time, with or without prior notice at public or private sale, all as determined by the Port Authority, together with the right to purchase the same at such sale free of all claims, equities or rights or redemption

of the Lessee. The Lessee hereby waives all right to participate therein and all right to prior notice or demand of the amount or amounts of the claims or demands of the Port Authority against the Lessee. The proceeds of every such sale shall be applied by the Port Authority first to the costs and expenses of the sale (including but not limited to advertising or commission expenses) and then to the amounts due the Port Authority from the Lessee. Any balance remaining shall be retained in cash toward bringing the deposit to the sum specified above. In the event that the Port Authority shall at any time or times so use the deposit, or any part thereof, or if bonds shall have been deposited and the market value thereof shall have declined below the above-mentioned amount, the Lessee shall, on demand of the Port Authority and within two (2) days thereafter, deposit with the Port Authority additional cash or bonds so as to maintain the deposit at all times to the full amount above stated, and such additional deposits shall be subject to all the conditions of this Section. After the expiration or earlier termination of the letting under this Agreement as the said letting may have been extended, and upon condition that the Lessee shall then be in no wise in default under any part of this Agreement, as this Agreement may have been amended or extended (or both), and upon written request therefor by the Lessee, the Port Authority will return the deposit to the Lessee less the amount of any and all unpaid claims and demands (including estimated damages) of the Port Authority by reason of any default or breach by the Lessee of this Agreement or any part thereof. The Lessee agrees that it will not assign or encumber the deposit. The Lessee may collect or receive any interest or income earned on bonds and interest paid on cash deposited in interest-bearing bank accounts, less any part thereof or amount which the Port Authority is or may hereafter be entitled or authorized by law to retain or to charge in connection therewith, whether as or in lieu of an administrative expense, or custodial charge, or otherwise; provided however, that the Port Authority shall not be obligated by this provision to place or to keep cash deposited hereunder in interest-bearing bank accounts.

(b) The Lessee may at any time during the term of the letting under this Agreement offer to deliver to the Port Authority, as security for all obligations of the Lessee under this Agreement, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District, in favor of the Port Authority in the amount of One Million Seven Hundred Thousand Dollars and No Cents ($1,700,000.00).

The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the term of the letting under this Agreement and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent satisfactory letter. Upon notice of cancellation of a letter of credit the Lessee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by security in accordance with paragraph (a) of this Standard Endorsement or another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security under paragraph (a) of this Standard Endorsement. Failure to provide such a letter of credit at any time during the term of the letting, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Agreement on the part of the Lessee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Lessee made thereafter, the Port Authority will return the security deposit, if any, theretofore made under and in accordance with the provisions of paragraph (a) of this Standard Endorsement. The Lessee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the letting and fulfillment of the obligations of the Lessee under this Agreement. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Lessee, on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount.

(c) For purposes of the provisions set forth in this Standard Endorsement, the Lessee hereby certifies that its I.R.S. Employer Identification No. is 13-384-1035.

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

On the 9TH day of NOVEMBER, 1995, before me personally came LILLIAN C. BERRONE to me known, who, being by me duly sworn, did depose and say that she resides at

that she is the DIRECTOR PORT COMMERCE of The Port Authority of New York and New Jersey, (one of) the corporations described in and which executed the foregoing instrument; that she knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that she signed her name thereto by like order.

Richard J. Conklin
(notarial seal and stamp)

RICHARD J. CONKLIN
Notary Public, State of New York
No. 31-5014612
Qualified in New York County
Commission Expires July 6, 1997

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

On the 9TH day of NOVEMBER, 1995, before me personally came CARMINE F. RAGUCCI to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the _____ President of Howland Hook Container Terminal, Inc.

one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Richard J. Conklin
(notarial seal and stamp)

RICHARD J. CONKLIN
Notary Public, State of New York
No. 31-5014612
Qualified in New York County
Commission Expires July 6, 1997

STATE OF)
: ss.:
COUNTY OF)

On the day of , 197 , before me personally came

to me known and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed the same.

(notarial seal and stamp)

Port Authority Lease No. HHT-4
Supplement No. 1

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of July 14, 1995 by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and HOWLAND HOOK CONTAINER TERMINAL, INC. (hereinafter called "the Lessee"),

WITNESSETH, That:

WHEREAS, heretofore and as of June 30, 1995, the Port Authority and the Lessee entered into an agreement of lease (hereinafter, as the said agreement of lease has been heretofore amended, modified and supplemented, called "the Lease") covering the Howland Hook Marine Terminal, in the Borough of Staten Island, in the County of Richmond and State of New York; and

WHEREAS, the Port Authority and the Lessee desire to amend the Lease;

NOW, THEREFORE, for and in consideration of the mutual agreements hereinafter contained the Port Authority and the Lessee hereby agree as follows:

1. Schedule B dated 27-Jan-95 and annexed to the Lease shall be deemed deleted therefrom and Schedule B dated 24-Feb-95 annexed hereto, hereby made a part hereof and marked "Schedule B" shall be deemed inserted in lieu thereof.

2. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect.

3. The Lessee represents and warrants that no broker has been concerned in the negotiation of this Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation or execution of this Agreement.

4. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

5. This Agreement, together with the Lease (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

Lawrence S. Hufnickler
Assistant Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By Lillian C. Barrone

(Title) Director, Port Department
(Seal)

ATTEST:

Secretary

HOWLAND HOOK CONTAINER TERMINAL, INC.

By [signature]

(Title) President
(Corporate Seal)

APPROVED:

Form	Terms
[illegible]	GRA

M.A.B.

JB

Stock Number	Description	Units in Stock	Repurchase Value	Total
500-00-218	CONDUCTOR, 500 AMP BARE 25'	6	$197.32	$1,183.90
500-01-055	SET OF CONTACTS FOR SPINDLE SWITCH 93899392	2	$90.83	$181.66
500-01-056	SPINDLE, 9393	1	$34.06	$34.06
500-01-149	HOIST MOTOR, GM	2	$572.72	$1,145.44
500-03-310	PRESSURE SPRING, FOR STEARNS BRAKE #1-087-051 (RED CODE)	1	$8.14	$8.14
500-03-315	PRESSURE SPRING, FOR STEARNS BRAKE #1-087-022 (YELLOW CODE)	5	$7.20	$36.02
500-03-320	AC SOLENOID KIT	2	$93.65	$187.29
500-04-097	471 METRIC RETAINING RING	8	$6.50	$51.99
500-04-099	TROLLEY GEAR SPUR GEAR	2	$1,022.60	$2,045.20
500-04-101	SPUR GEAR	1	$2,109.40	$2,109.40
500-04-103	SPUR GEAR	1	$912.98	$912.98
500-04-105	SPUR PINION SHAFTS	1	$1,205.82	$1,205.82
500-04-107	SPUR PINION SHAFTS	1	$1,060.18	$1,060.18
500-04-129	PRESSURE DISC., STEARNS	5	$48.55	$242.73
500-04-130	LEVER ARM KIT #5-66-7271-00	1	$62.64	$62.64
500-04-131	TROLLEY BRAKE, STEARNS	18	$57.94	$1,042.96
500-04-133	BRASS NUTS FOR STEARNS BRAKES (P)	12	$2.26	$27.06
500-04-139	GANTRY BRAKE LINING, FMC (P)	8	$46.43	$371.46
500-04-140	SPLINED BRAKE HUB ROUND W/SET SCREW FOR 1 3/8 MOTOR SHAFT	5	$118.31	$591.56
500-04-143	YOKE TROLLEY MOTOR, PEINER 4001	2	$57.94	$115.88
500-04-145	HOIST BRAKE LININGS, PEINER IUR-10, 854	3	$43.85	$131.54
500-04-149	KEYSTONE BRUSH, GE	6	$167.56	$1,005.37
500-04-151	BOOM MOTOR BRUSH, GE	16	$6.58	$105.24
500-04-153	TROLLEY MOTOR BRUSH, GE	47	$8.61	$404.81
500-04-155	GANTRY MOTOR BRUSH, GE	119	$7.78	$926.18
500-04-157	HOIST MOTOR BRUSH, GE	49	$13.31	$652.24
500-04-158	BRUSH HOLDER FOR HOIST MOTOR #894A684-G05	8	$39.46	$315.71
500-04-159	RECTIFIER, AD007	1	$3.13	$3.13
500-04-161	BRIDGE RECTIFIER	6	$3.13	$18.79
500-04-163	SURGE SUPPRESSORS, ELECTROCUBE	10	$3.68	$36.80
500-04-165	STATIC EXCITER DIODE, PEINER	3	$11.51	$34.53
500-04-167	SCR, GE	3	$2,607.39	$7,822.17
500-04-169	SCR, SEMIKRON	1	$360.18	$360.18
500-04-171	SCR, GE DA044	2	$596.65	$1,193.29
500-04-173	ACE02 SCR HEAT SINK, GE	3	$529.31	$1,587.92
500-04-175	ACG 01 POWER SUPPLY, GE	1	$1,667.79	$1,667.79
500-04-181	BEG02 COORDINATION PART	2	$187.92	$375.84
500-04-183	01 SENSITIVE RELAY, GE	1	$1,897.99	$1,897.99
500-04-187	AEE03 POWER AMPLIFIERS, GE	3	$2,347.43	$7,042.29
500-04-197	ADG01 CONTROL PULSE TRANS., GE	5	$1,259.06	$6,295.32
500-04-201	SIGNAL ISOLATOR	3	$1,017.90	$3,053.70
500-04-203	DCG01 360 CYCLE FILTER, GE	1	$825.28	$825.28
500-04-207	GE RELAY BOARD 193-X-703AGG03	4	$986.58	$3,946.32
500-04-209	ADG04 RELAY	4	$1,227.74	$4,910.98
500-04-211	AJGC DRIVER COORDINATION, GE	1	$357.05	$357.05
500-04-213	ACG01 MONITOR, GE	5	$270.07	$1,350.36
500-04-215	ADG01 GATE PULSE GENERATOR	10	$215.84	$2,158.42
500-04-216	G.E. CURRENT FEEDBACK BOARD 193X729AEG04	5	$750.11	$3,750.57
500-04-217	FIELD RESISTOR, WARD LEONARD	4	$18.79	$75.17
500-04-218	LOSS OF PHASE ASSY. GE GE799C492AAG02	4	$750.11	$3,000.46
500-04-219	RESISTOR, WARD LEONARD	5	$50.11	$250.56

Number	Description	Stock	Value	
500-04-223	RESISTOR, CTG	2	$9.40	$18.79
500-04-225	RESISTORS, WARD LEONARD	6	$29.75	$178.52
500-04-240	GE MACHINE TOOL RELAY CR2810A14A02	8	$82.22	$657.72
500-04-243	COIL, GE	7	$26.62	$186.35
500-04-245	MAGNETIC CORE, GE COIL	10	$17.62	$176.18
500-04-247	COILS, GE	1	$6.66	$6.66
500-04-249	COILS, GE	2	$6.42	$12.84
500-04-251	COILS, GE	1	$7.44	$7.44
500-04-255	COILS, GE	2	$9.69	$19.39
500-04-257	COILS, GE	1	$7.44	$7.44
500-04-259	RELAY, 10 AMP	6	$45.41	$272.48
500-04-261	E500 RELAY, 25 AMP	3	$59.51	$178.52
500-04-263	E500 RELAY, 100 AMP	3	$59.51	$178.52
500-04-265	RELAY, 300 AMP	1	$65.35	$65.35
500-04-268	GE GENERAL PURPOSE MAGNETIC CONTACTOR	4	$152.14	$608.55
500-04-269	GE GENERAL PURPOSE MAGNETIC CONTACTOR	3	$172.73	$518.19
500-04-271	HEX HEADS BOLTS 24MM DIA. X 240MM LONG 45MM LONG THREAD W/FLAT WASHERS & NUTS GRD	16	$28.19	$451.01
500-04-272	HEX HEAD BOLTS 27MM DIA X 230MM LONG 17/MM LONG THREAD W/SPRING TYPE LOCKWASHER &	50	$39.15	$1,957.50
500-04-279	SLIDE, STEARNS	46	$3.16	$145.51
500-04-280	STEARNS # 6 AC SOLENOID DIT 5-66-5061-00	2	$282.82	$565.64
500-04-281	6L COILS GANTRY TROLLEY, STEARN	8	$75.17	$601.34
500-04-285	TRANSFORMER	2	$54.81	$109.62
500-04-287	2 CHOKE	5	$48.55	$242.73
500-04-288	FUSE FAILURE CARD #193X-73911GC1	1	$633.60	$633.60
500-04-289	6 CHOKE	7	$72.04	$504.25
500-04-291	84 CAPACITORS	5	$42.28	$211.41
500-04-293	16 CAPACITORS	6	$28.19	$169.13
500-04-295	CONTACT BLOCK, GE	2	$25.06	$50.11
500-04-297	COIL LIGHING RELAY, SQD	1	$25.06	$25.06
500-04-303	27 CLARGSTAT, RHEOSTAT	3	$29.60	$88.79
500-04-309	COIL, 46CV, GE	10	$23.15	$231.46
500-04-311	15 CAPACITORS, GE	13	$19.58	$254.48
500-04-321	CONTACTORS	32	$14.09	$451.01
500-04-323	CONTACT KIT	3	$33.76	$101.29
500-04-326	MAGNETIC REVERSING CONTROLLER GE #CRFOS-8004CAA	4	$457.96	$1,831.84
500-04-335	OVERLOAD ELEMENTS	6	$7.05	$42.28
500-04-337	COILS	4	$18.79	$75.17
500-04-339	RELAY #CR2810A14 EE202	2	$99.30	$198.60
500-04-340	DRIVE SHAFT 460/4 WITH FLANGES M12 X 33 P0565, 0587200202	1	$986.58	$986.58
500-04-341	CLUTCH PLATE P05169-E5721691	2	$1,921.48	$3,842.96
500-04-344	RING A8PCS171	16	$0.16	$2.51
500-04-345	PIN ROLLED JIC X 2Y DIN 1481 POS 182 - 1481	16	$0.47	$7.52
500-04-346	RUBBER BUMPER FOR REWN 20 COUPLING	48	$40.72	$1,954.37
500-04-347	COUPLING (REPLACEMENT FOR REWN GR 20 OFFER NO. KCM903)	1	$1,440.72	$1,440.72
500-05-049	TRANSFORMER	1	$101.79	$101.79
500-05-050	GE MAGNETIC CONTACTORS, 4 POLE 110 VAC	2	$123.71	$247.43
500-05-051	CONTACTOR, GE (P)	1	$360.18	$360.18
500-05-055	BEARING BRACKET, GE	2	$313.20	$626.40
500-05-065	CONTACTOR 300 AMP	2	$308.50	$617.00
500-06-031	1500W FLOOD LIGHT, ITT	6	$78.30	$469.80
500-06-041	QUARTZ FLOOD LIGHT, GE	12	$25.84	$310.07
500-21-029	QUARTZ LAMP, 500W	9	$20.67	$186.04
500-21-101	PIENER CRANE SPREADER PINS	2	$247.43	$494.86

500-21-103	TROLLEY MOTOR SHAFT	3	$1,503.36	$4,510.08
500-21-155	INTERMEDIATE BRAKE	1	$37.58	$37.58
500-21-177	LUBRICATION PUMP	1	$375.84	$375.84
500-21-179	PINION GEAR	2	$701.57	$1,403.14
500-21-181	SOLENOID LEVER PINION KIT	1	$122.15	$122.15
500-21-183	HARDWARE KIT	6	$43.07	$258.39
500-21-185	TUBE KIT PRESSURE SPING	1	$39.15	$39.15
500-21-214	OVERLOAD RELAY	8	$18.01	$144.07
500-21-220	AUXILARY SINGLE CONTACT GE	10	$24.04	$240.38
500-21-221	POWER RAILS PIENER # 13FG2"	6	$516.78	$3,100.68
500-21-233	PIENER POWER RAIL	4	$862.87	$3,451.46
500-21-235	PINER POWER RAIL	3	$620.14	$1,860.41
500-21-297	WIRE ROPE 1-1/8" 6X37 EIP 300' LEFT HAND	1	$1,150.05	$1,150.05
500-21-298	WIRE ROPE 1-1/8" 6X37 EIP 300' RIGHT HAND	1	$1,150.05	$1,150.05
500-21-341	BRUSH HOLDER (P)	8	$53.24	$425.95
500-21-343	CARBON BRUSHES (P)	16	$29.75	$476.06
500-21-345	BRUSH HOLDER W/ BRUSH (P)	24	$26.62	$638.93
500-32-001	FUSE LINK, 125 AMP, GE TYPE 9F57CAA125	10	$43.10	$430.96
500-32-002	FUSE LINK, 50 AMP, GE TYPE 9F57CAA050	18	$31.04	$558.69
500-32-003	FUSE LINK, 20 AMP, GE TYPE 9F57CAA020	1	$31.04	$132.00
600-00-009	24 COND. #12 AWG 600 VOLT 90C, BOSTON INSULATED WIRE & CABLE CC.	1	$9,647.34	$9,647.34
600-00-010	ELECTRICAL CABLE-R002 1/0 AWG 2 CONDUCTOR-BOSTON INSULATED WIRE	1	$5,947.67	$5,947.67
600-00-012	ELECTRICAL CABLE-R010 8 AWG 10 CONDUCTOR-BOSTON INSULATED WIRE	1	$6,948.34	$6,948.34
600-00-014	WHEELS, HARDENED STEEL, 4" DIA. STEMMANN	43	$26.34	$1,132.62
600-00-040	ENCOLOUSURE BOXE STEEL HINGE COVERWATER TIGHT 8X8X4	2	$32.95	$65.90
600-00-065	PNEUMATIC TIMER. ALLEN BRADLEY	3	$121.37	$364.10
600-00-067	ELECTRONIC TIMER, ALLEN BRADLEY #AE8-8525-NSO	1	$155.03	$155.03
600-00-069	RELAY BASE FOR PNEUMATIC TIMER ALLEN BRADLEY	2	$338.26	$676.51
600-00-070	RELAY W/ TIMER, ALLEN BRADLEY	2	$169.13	$338.26
600-00-088	DIODE IN 3620	18	$3.37	$60.60
600-00-089	DIODES	13	$6.26	$81.43
600-00-090	DIODE IN 3620R	16	$3.37	$53.87
600-00-091	OHNITE RESITORS #47961501711W	12	$2.51	$30.07
600-00-093	COTL #79054822P	5	$28.03	$140.16
600-00-095	CONTACT BLOCK FURNAS #462	37	$38.76	$1,434.06
600-00-097	CONTACT BLOCK FURNAS #462	53	$38.76	$2,054.20
600-00-101	CONTACT LIST	3	$78.30	$234.90
600-00-103	CONTACT LIST	9	$26.62	$239.60
600-00-105	S.C.R. INDICATOR ASSY. #100A79592	1	$325.10	$325.10
600-00-106	S.C.R. P/N 2N690	12	$9.32	$111.81
600-00-107	DRIVE CHECK BOARD #100C4375	1	$195.75	$195.75
600-00-109	SLOW DOWN ASSY.	6	$242.73	$1,456.38
600-00-111	POTS	6	$6.55	$39.28
600-00-113	POTS. CIO #250	4	$18.71	$74.85
600-00-115	POT	6	$9.79	$58.73
600-00-117	#11 POLE PIN RELAY G&W EAGLE	6	$18.07	$108.43
600-00-119	#8 POLE PIN RELAY G	2	$16.44	$32.89
600-00-120	#8 POLE PIN RELAY	4	$43.85	$175.39
600-00-121	#11 POLE PIN RELAY CTN	7	$15.66	$109.62
600-00-123	#11 POLE PIN	1	$22.41	$22.41
600-00-125	PIN RELAY BASE	10	$6.17	$61.70
600-00-127	#8 POLE PIN RELAY	2	$148.14	$296.29
600-00-129	RESISTORS	4	$21.92	$87.70

600-00-137	MAIN HOIST FLUID LOSS RELAY	4	$252.20	$1,008.82
600-00-139	INDICATOR LIGHTS	5	$1.05	$5.25
600-00-141	RESISTORS #DR100NAT10	6	$12.53	$75.17
600-00-143	VANBL TRANSFORMER	3	$674.95	$2,024.84
600-00-145	MULTI PULSE TRANSFORMER	2	$117.45	$234.90
600-00-147	HEATING ELEMENT	3	$16.44	$49.33
600-00-149	HEATING ELEMENT 150W, 120V	5	$13.31	$66.56
600-00-150	HEATING ELEMENTS, DAYTON	1	$14.88	$14.88
600-00-151	HEATING ELEMENTS, 120W, 120V	2	$15.66	$31.32
600-00-152	HEATING UNIT COMPLETE/DAYTON HEATER	2	$27.91	$55.81
600-00-153	OVERLOADS	7	$2.35	$16.44
600-00-154	PACIFIC ELECTRIC HEATER W\THERMOSTAT	3	$339.82	$1,019.47
600-00-155	HEATER ELEMENTS	5	$1.64	$8.22
600-00-156	PHOTO ELEC HEADS E51DP3	9	$105.31	$947.82
600-00-157	CUTLER HAMMER OILS	5	$97.48	$487.42
600-00-158	SOLID STATE SWITCH E51SCL	9	$95.53	$859.73
600-00-159	CUTLER HAMMER	4	$34.61	$138.43
600-00-160	CUTLER HAMMER ROLLER LEVER	3	$14.25	$42.75
600-00-161	OVER LCAC CRI	3	$60.76	$182.28
600-00-164	CUTLER HAMMER INTERLOCK	9	$36.93	$332.34
600-00-193	NUT,ESNA, 5/16-18, STAINLESS	200	$1.17	$234.90
600-00-194	BOLT, HEX, HD.5/16-18X1"	77	$1.57	$120.58
600-00-196	SPACER, BRASS SHIM	13	$2.35	$30.54
600-00-198	GUIDE ASNY, 4 CLAMP	18	$172.26	$3,100.68
600-00-199	EXPANSION GAP ASMY; STAINLESS	21	$383.67	$8,057.07
600-00-201	T&H COMPRESSION LUGS, PINKDIE	49	$2.57	$125.84
600-00-202	CABLE, CLAMP, ADEL 1" DIA	14	$5.48	$76.73
600-00-204	COVER, OVERLAP	21	$23.49	$493.29
600-00-205	COVER, CUTOUT	15	$0.14	$2.11
600-00-207	SPLICE BAR HALF	46	$1.57	$72.04
600-00-208	BOLT, SOCKET 5/16-18X1"	300	$1.57	$469.80
600-00-209	SPRING PLATE, STAINLESS	130	$2.35	$305.37
600-00-210	NUT, ESNA	190	$1.17	$223.16
600-00-211	HANGER CLAMP ASMY	5	$36.02	$180.09
600-00-212	BOLT, CARRIAGE 5/16-18X2"	196	$0.41	$79.81
600-00-213	S/S NUT 5/16 SELF LOCKING	40	$0.13	$5.01
600-00-214	LOCK WASHER, 5/16" STAINLESS	300	$0.78	$234.90
600-00-215	ISOLATING SECTION, 4160 VOLT	3	$1,061.75	$3,185.24
600-00-216	ISOLATOR, 500 AMP	5	$31.32	$156.60
600-00-217	PIN, CONNECTOR 3/16X1 1/2"	57	$5.48	$312.42
600-00-219	COVER; 500 AMP	30	$100.22	$3,006.72
600-00-220	COLLECTOR, TANDEM, 7-5 KV	6	$1,096.20	$6,577.20
600-00-221	CASE HALF	9	$25.06	$225.50
600-00-222	NUT. ESNA 3/8 - 16 STAINLESS	269	$1.17	$315.94
600-00-223	BOLT, HEX HD 3/18 - 16X2	160	$2.35	$375.84
600-00-224	BOLT INSULATOR	43	$2.74	$117.84
600-00-225	BOLT , HEX 1/4-20X3/4 STAINLESS	120	$1.17	$140.94
600-00-226	LOCKWASHER, 3/8" STAINLESS	33	$0.78	$25.84
600-00-228	SPRING HCOK STAINLESS	15	$5.48	$82.22
600-00-229	NUT ESNA 1/4-20 STAINLESS	220	$1.17	$258.39
600-00-230	BOLT, HEX 1/4-20X2 1/4	23	$1.96	$45.02
600-00-231	SPRING STAINLESS	50	$18.79	$939.60
600-00-232	POST, BASE STAINLESS	32	$28.19	$902.02

600-00-233	BASE MOUNTING	13	$54.81	$712.53
600-00-234	MOUNTING BOLT STAINLESS	82	$4.70	$385.24
600-00-235	BEARING WASHER STAINLESS	40	$1.10	$43.85
600-00-236	ROLL PIN, 1/4 X 1 1/4 STAINLESS	65	$0.78	$50.90
600-00-237	ARM COLLECTOR	1	$43.85	$43.85
600-00-239	POST, YOKE COLLAR STAINLESS	8	$23.49	$187.92
600-00-240	WASHER LOCK 1/2' STAINLESS	26	$0.78	$20.36
600-00-241	BOLT, SOCKET #10-24 X 5/8, STAINLESS	47	$1.57	$73.60
600-00-242	NUT, #10-24 HEX, STAINLESS	65	$0.78	$50.90
600-00-243	FLATWASHER, #10, STAINLESS	100	$0.78	$78.30
600-00-244	SHOE & SHOE HOLDER, COPPER	10	$106.49	$1,064.88
600-00-245	SHOE HOLDER, COPPER	12	$36.02	$432.22
600-00-246	CONTACT SHOE PAIR	12	$43.85	$526.18
600-00-248	CONDUCTOR, 500 AMP, PVC, 30 FF	21	$342.95	$7,202.03
600-00-249	SOCKET, 5/16 - 18 X 1"1/4	180	$1.57	$281.88
600-00-250	NUT, 5/16 -18	16	$1.57	$25.12
600-00-253	HEX NUT, 5/16-18	148	$0.78	$115.88
600-00-254	CAST IRON SHOES	12	$216.11	$2,593.30
600-00-255	7.5 KV EXTRA FLEXIBLE #4 3/4 EXTRA INSULATION JUMPER CABLE	130	$4.26	$553.74
600-00-256	FORK LEVER #6H-783	6	$14.88	$89.26
600-00-263	P&H TYPE LIMIT SWITCH R/H HIGH BOX OUTDOOR	1	$1,213.65	$1,213.65
600-00-510	ENERPAC HYDRAULIC OIL	1	$14.31	$14.31
600-01-005	CABLE ADAPTER BOARD	2	$33.15	$66.30
600-01-007	BARREL FOR BOX MOUNT RECEPTACLE	1	$29.08	$29.08
600-01-009	COUPLING NUTS	2	$9.10	$18.20
600-01-011	BARREL FOR IN LINE RECEPTACLE	5	$22.02	$110.09
600-01-031	GROMMETS	11	$2.72	$29.97
600-01-033	OA. LIMIT SWITCH, G.E.	1	$123.71	$123.71
600-01-035	OPERATING CAMS	5	$31.32	$156.60
600-01-037	SHAFT EXT.	5	$37.58	$187.92
600-01-039	PAWL ASSY.	5	$28.19	$140.94
600-01-041	SPEED RESPONSIVE SW., HUBBELL	1	$430.65	$430.65
600-01-043	LIMIT SWITCH, SQUARED	3	$59.51	$178.52
600-01-044	CUTLER HAMMER SIMIT SWITCH	7	$67.18	$470.27
600-01-045	LIMIT SWITCH ARM	5	$23.96	$119.80
600-01-047	LIMIT SWITCH ARM FOR H.V.	7	$18.79	$131.54
600-01-049	LIMIT SWITCH ARM, G.E.	4	$5.72	$22.86
600-01-051	LIMIT SWITCH ARM	1	$9.40	$9.40
600-01-052	LIMIT SWITCH ARM, SQUARE D ARM #MA	2	$7.39	$14.78
600-01-053	LIMIT SWITCH ARM, SQ. D	11	$10.41	$114.55
600-01-054	SPINICLE LIMIT SWITCH PART 8-010-300 HSPH2R8150A	1	$341.39	$341.39
600-01-057	LIMIT SWITCH ARM, SQ. D (EA11)	15	$10.96	$164.43
600-01-059	LIMIT SWITCH ARM, G.E.	12	$5.72	$68.59
600-01-061	LIMIT SWITCH ARM, G.E.	3	$5.72	$17.15
600-01-063	LIMIT SWITCH ARM	17	$18.79	$319.46
600-01-065	CONTACT BLOCK	12	$12.53	$150.34
600-01-067	PUSH BUTTON SWITCH, CROUSE-HINDS	9	$52.30	$470.74
600-01-068	CONDULET FERALOY SINGLE GANG, 1/2" CAST BOXES THREADED, CROUSE HINDS MFG. #FD1019	12	$12.94	$155.22
600-01-069	LIMIT SWITCH, SQ. D	2	$54.50	$108.99
600-01-071	PRESSURE SWITCH, DELAVAL	1	$210.28	$210.28
600-01-073	LIMIT SWITCH, G.E.	1	$53.87	$53.87
600-01-075	LIMIT SWITCH, DENISON	1	$43.85	$43.85
600-01-077	LIMIT SWITCH, SQ. D.	7	$75.01	$525.08

Number				
600-01-081	SELECTOR SWITCH, CROUSE HINDS	1	$346.59	$346.59
600-01-083	LIMIT SWITCH, SEIMENS	3	$70.47	$211.41
600-01-085	1F, EMERG. STOP SWITCH, G.E.	4	$44.58	$178.34
600-01-087	BASE FOR EMERG. STOP, CUTLER HAMMER	2	$15.66	$31.32
600-01-089	BOX FOR AR642, CROUSE HIND	1	$11.90	$11.90
600-01-091	RECEPTACLE FOR OUTLET, CROUSE HIND	2	$71.03	$142.07
600-01-093	HYDRAULIC PUMP, SPERRY VICKERS	2	$847.14	$1,694.29
600-01-095	ELECTRIC MOTOR, BALDOR	1	$274.36	$274.36
600-01-096	SPERRY-VICKERS ROTATING GROUP #938723	2	$1,179.20	$2,358.40
600-01-097	ELECTRIC MOTOR, BALDOR <USED>	1	$274.36	$274.36
600-01-098	SPERRY -VICKERS COMPENSATOR SUB ASSY.	2	$120.97	$241.95
600-01-099	ROD SCRAPER, T&I	19	$29.38	$558.19
600-01-101	ROD SCRAPER 5072-26	4	$0.70	$2.82
600-01-102	BEARING #12016 FOR SPERRY VICKERS PUMP #PVB15-RSY-31-C M11	2	$9.85	$19.70
600-01-103	ROD SCRAPER	19	$0.30	$5.65
600-01-104	RETAINER #274382 FOR SPERRY-VICKERS PUMP #PVB15 - RSY-31 CM11	3	$1.77	$5.31
600-01-107	SEAL KIT ACTUATOR	9	$82.84	$745.57
600-01-109	K, HURRICANE BRAKE SWITCH OILDYNE	4	$106.10	$424.39
600-01-110	SUB PLATE 1/8 PIPE FOR OILDYNE PRESSURE SWITCH #E4-SPHS-3K	1	$19.73	$19.73
600-01-111	PRESSURE RED. VALVE, PARKER	1	$57.00	$57.00
600-01-113	FILTER STRAIN, FLOW EZY	10	$34.64	$346.40
600-01-115	FILTER, PUROLATOR	22	$17.23	$378.97
600-01-118	WATERMAN #1489-8-1 FLOW FLOW DIVIDER-COMINER VALVE (HYDRAULIC VALVE FOR SPREADER)	2	$359.99	$719.98
600-01-119	05, VALVE, FLUID CONTROLS	1	$195.66	$195.66
600-01-121	VALVE BASE, P/H	1	$98.66	$98.66
600-01-123	VALVE BASE, P/H	4	$200.45	$801.79
600-01-125	BASE PLTE RED, VALVE, P/H	4	$416.63	$1,666.54
600-01-127	MANITROL COILS, LISK	4	$67.10	$268.41
600-01-129	MANITROL SERIES VALVE, PHI	3	$53.87	$161.61
600-01-131	PRESSURE RED., VALVE	3	$307.48	$922.45
600-01-133	D, DIRECTIONAL CONT. VALVE P/H	1	$221.59	$221.59
600-01-134	1DIRECTIONAL CONTROL VALVES, PARKER, 120 VOLTS/3000 PSI MAX	2	$411.08	$822.15
600-01-135	DIRECTIONAL CONT. VALVE, P/H	3	$215.64	$646.91
600-01-139	PISTON RODS	5	$195.75	$978.75
600-01-141	HYDRAULIC CYLINDER	2	$363.31	$726.62
600-01-144	SPYDER FOR HYDRAULIC RESERVOIR	2	$34.77	$69.53
600-01-145	DIRECTIONAL CONT., P/H	5	$264.06	$1,320.29
600-01-147	HYDRAULIC CYLINDER	1	$231.77	$231.77
600-01-151	CABLE & HOSE BLOCKS	3	$32.70	$98.09
600-01-152	CABLE & HOSE ANCHOR STRAP	12	$101.68	$1,220.16
600-01-153	THRUSTER BEARING	10	$17.23	$172.26
600-01-154	THRUST BEARING, 1/4"	19	$29.28	$556.40
600-01-155	THRUSTOR BEARING	24	$18.02	$432.59
600-01-157	NYLON PAD	0	$7.34	$0.00
600-01-159	NYLON PAD	0	$3.10	$0.00
600-01-160	TORRINGTON INNER RACE	6	$22.66	$135.96
600-01-161	GUIDE BLOCKS	22	$45.70	$1,005.31
600-01-165	BAYONETTE	5	$258.39	$1,291.95
600-01-169	WING SHAFT	4	$177.33	$709.34
600-01-171	WING SHAFT	6	$1,197.52	$7,185.12
600-01-173	OIL CUT-OUT SWITCH	1	$1,038.26	$1,038.26
600-01-179	GLAND CARTRIDGE, 2", PARKER HANNIFIN	7	$103.51	$724.59
600-01-181	GLAND CARTRIDGE	4	$41.47	$165.87

600-01-183	ROD SEAL	6	$15.66	$93.96
600-01-185	GLAND CARTRIDGE, 5/8", PARKER HANNIFIN	7	$55.75	$390.25
600-01-187	PISTON SEAL, 3-1/4", PARKER HANNIFIN	6	$49.33	$295.97
600-01-189	PISTON SEAL, 3-1/4", PARKER HANNIFIN	3	$10.02	$30.07
600-01-191	CYLINDER SEAL KIT, AEROQUIP	4	$45.82	$183.28
600-01-192	CYLINDER SWITCHMOUNT C8035-3	6	$64.83	$388.99
600-01-193	CYLINDER SEAL KIT, TOMKINS JOHNSON	3	$41.87	$125.62
600-01-194	CYLINDER SWITCHMOUNT C8035-4	6	$64.83	$388.99
600-01-195	CYLINDER SEAL KIT, AEROQUIP	6	$164.21	$985.26
600-01-197	CENTER PINS/TWIST LOCKS	8	$96.22	$769.72
600-01-199	PINS/TWIST LOCKS	3	$151.90	$455.71
600-01-200	ROD BEARING FOR TOMPKIN JOHNSON HYDR. CYLINDER MODEL #SH1B	3	$170.02	$510.06
600-01-201	BEARING, DODGE	4	$202.15	$808.62
600-01-202	ROD ENDS, SPHERCO	7	$15.63	$109.40
600-01-203	ROD ENDS	13	$11.75	$152.69
600-01-204	ROD ENDS, SPHERCO	4	$20.00	$79.99
600-01-205	KNUCKLE/EXT. PISTON	2	$154.66	$309.32
600-01-207	BUSHINGS/TWIST HOUSING	13	$62.64	$814.32
600-01-209	BRASS BUSHING I O.D. 2 1/2 LONG FOR GUIDE ROLLER PIN	3	$21.53	$64.60
600-01-211	GUIDE ROLLER PIN	11	$45.41	$499.55
600-01-212	SPREADER GUILD WHEEL BORED AND BRUSHED W\STEEL LINER	4	$59.51	$238.03
600-01-213	LINKAGE BAR	4	$99.68	$398.70
600-01-214	RETAINER A8050-1	12	$48.95	$587.44
600-01-215	SLIDE	9	$31.95	$287.52
600-01-216	SLIDE BASE A8049-1	6	$73.01	$438.04
600-01-217	LIMIT SWITCHMOUNT BLOCK	4	$37.27	$149.08
600-01-219	BRASS BUSHINGS	6	$107.94	$647.67
600-01-220	SLIDE	6	$47.98	$287.89
600-01-221	SLIDE	3	$15.66	$46.98
600-01-222	TRIP #A5774-1	6	$34.67	$208.03
600-01-223	BUSHINGS/ACTUATOR	13	$15.66	$203.58
600-01-225	END BLOCK/CENTER TWIST	4	$36.02	$144.07
600-01-227	WASHER FOR TWISTLOCK	7	$12.26	$85.83
600-01-229	TWISTLOCK ACTUATOR	5	$38.37	$191.84
600-01-241	ALIGNING ARM, SPREADER 678H	3	$819.02	$2,457.05
600-01-242	ALIGNING ARM SPREADER 6781-2	4	$819.02	$3,276.07
600-01-243	GOULD 1-T-E MAIN HOIST	4	$2,302.02	$9,208.08
600-01-244	GOULD 1-T-E TROLLEY CIRCUIT	1	$749.25	$749.25
600-01-245	SEAL & GASKET KIT - GANTRY MOTOR	72	$10.02	$721.61
600-01-247	UPPER LIMIT SWITCH FOR BOOM HOIST 1/W CODE 07-504-70-3	2	$2,035.80	$4,071.60
600-01-250	CABLE ASSM. LEFT MFG. # 979F635	4	$321.03	$1,284.12
600-02-003	N, FIRING PULSE GEN, P&H	1	$1,096.20	$1,096.20
600-02-004	N, FIRING PULSE GEN	0	$4,807.62	$0.00
600-02-006	SEMI CONVERTER P.C. BOARD A00-A9071-1	4	$1,699.11	$6,796.44
600-02-008	TERMINAL BOARD ASSMY.	2	$1,652.13	$3,304.26
600-02-010	RECTIFIER ASS. FOR FIELD TROLLEY MOTOR PART # 752580-D3 CRANE	3	$305.37	$916.11
600-02-011	RECTIFIER	2	$117.68	$235.37
600-02-012	SEMI CONVERTER FIELD POWER	2	$5,089.50	$10,179.00
600-02-014	-1 F.P.G OUTPUT CABLE, SHORT	3	$236.86	$710.57
600-02-016	-2 F.P.G. OUTPUT CABLE, LONG	3	$236.86	$710.57
600-02-017	RECTIFIER	3	$610.74	$1,832.22
600-02-018	-AG ADJUSTMENT INDICATOR PANEL M.H.	1	$815.89	$815.89
600-02-019	SUPPRESSOR	3	$7.60	$22.79

Number		Stock	Value	
600-02-020	-AF ADJUSTMENT INDICATOR PANEL TROLLEY	1	$815.89	$815.89
600-02-021	SUPPRESSOR, P&H	1	$5.72	$5.72
600-02-023	SUPPRESSOR, G.E.	16	$4.35	$69.66
600-02-024	AUXILARY CIRCUITS P.C. BOARD	0	$1,013.20	$0.00
600-02-025	SUPPRESSOR, G.E.	22	$4.35	$95.78
600-02-027	RECTIFIER	1	$14.09	$14.09
600-02-031	SUPPRESSOR	5	$15.66	$78.30
600-02-033	TRANSFORMER, P&H	1	$60.68	$60.68
600-02-035	TRANSFORMER	1	$118.08	$118.08
600-02-039	TRANSFORMER, P&H	1	$87.70	$87.70
600-02-041	TRANSFORMER, P&H	1	$40.25	$40.25
600-02-043	JOUSTICK COTACT, P&H	3	$25.06	$75.17
600-02-045	CAMS	5	$1.64	$8.22
600-02-047	SHAFT FOR JOYSTICK	1	$54.89	$54.89
600-02-049	SPRING RETURN	1	$64.13	$64.13
600-02-051	CONTACTS FOR CAM SWITCH	32	$17.16	$549.23
600-02-054	5 TACHOMETER #THS110-02705	5	$916.11	$4,580.55
600-02-055	SHAFT FOR TACH	5	$100.22	$501.12
600-02-057	BRUSH CAP	22	$3.13	$68.90
600-02-059	BRUSHES FOR TACK	16	$0.78	$12.53
600-02-063	CONTACT KIT, ASEA	2	$876.91	$1,753.83
600-02-065	CONTACT KIT, ASEA	3	$234.90	$704.70
600-02-067	AUX. CONTACTS	6	$36.02	$216.11
600-02-069	AUX. CONTACTS	5	$36.02	$180.09
600-02-071	COIL FOR CONTACTOR	4	$227.07	$908.28
600-02-073	COIL FOR CONTACTOR	5	$93.96	$469.80
600-02-075	CONTACTOR	5	$563.76	$2,818.80
600-02-076	CONTACTOR, ASEA 120 VOLTS 2 POLE	2	$408.88	$817.77
600-02-077	MOVEABLE CONTACT	3	$105.24	$315.71
600-02-079	COIL TROLLEY	4	$35.08	$140.31
600-02-080	DC AMP METER 0-5 AMPS	7	$111.97	$783.78
600-02-082	DC AMP METERO-10 AMPS	13	$111.97	$1,455.60
600-02-083	DIODE, ASEA	12	$75.17	$902.02
600-02-084	DIODES ASEA 750106D1	12	$203.58	$2,442.96
600-02-085	BRAKE CONTROL ASMY	1	$1,703.81	$1,703.81
600-02-086	INSTANTANEOUS OVERCURRENT MODULE	3	$978.75	$2,936.25
600-02-087	TRANSFORMER	1	$234.90	$234.90
600-02-088	D.C. VOLTAGE TRANSDUCER	2	$610.74	$1,221.48
600-02-089	SPRING, HOIST	16	$2.82	$45.10
600-02-090	KINDORF CHANNEL #B905	2	$2.43	$4.85
600-02-091	GANTRY BRUSH HOLDER	10	$177.58	$1,775.84
600-02-093	27, BRUSH HOLDER ASSY	2	$436.91	$873.83
600-02-095	INSULATOR	9	$18.17	$163.49
600-02-097	STUD FOR GANTRY BRUSH RIGGING 518F134813	12	$21.22	$254.63
600-02-099	BRUSH HOLDER RIGGING 9573E83	2	$953.69	$1,907.39
600-02-100	TERMINAL BOX #9514E7-8 FOR HARBISCHFEGER TROLLEY MOTOR	4	$157.30	$629.22
600-02-101	TROLLEY BRUSHES	68	$10.41	$708.15
600-02-102	CARBON BRUSHERS, P&H	58	$19.50	$1,130.81
600-02-103	CARBON BRUSHES, P&H	46	$8.30	$381.79
600-02-105	CARBON BRUSHERS, P&H	36	$21.77	$783.63
600-02-106	S.C.R. 650 AMP P.S.I. G650 14ST FOR HOIST DRIVE	9	$247.50	$2,866.50
600-02-107	SCR 600 AMP PSI F600 14ST FOR MAIN MOTOR HOIST DRIVE 4C TON SER # 18031CSCE	0	$211.41	$0.00
600-02-108	SCR ASEA 75Q104D1	8	$211.41	$1,691.28

Number	Description	Stock	Value	Total
600-02-109	SCR 400 AMP	25	$198.00	$4,950.00
600-02-111	HANDLES FOR HEAT SINK	6	$56.06	$336.38
600-02-112	ELECTRO CUBE CAPACITOR 25+ 20 600V#112A1F254M152 104X122AA	5	$6.84	$34.22
600-02-114	BAFFLES	2	$15.27	$30.54
600-02-115	THERMOSTATS	8	$4.70	$37.58
600-02-116	RIBBON, CABLE	4	$126.85	$507.38
600-02-118	FPG INPUT CABLE	3	$166.00	$497.99
600-02-119	CONNECTOR	7	$28.19	$197.32
600-02-121	CHOKE	1	$209.84	$209.84
600-02-122	18,000 OHM RESISTORS	2	$4.67	$9.33
600-02-123	OHMITE RESISTORS	1	$2.07	$2.07
600-02-125	BAFFLES	1	$9.40	$9.40
600-02-126	25,000 OHM RESISTORS 225 WATT CERAMIC 10 1/2 LONG	3	$13.80	$41.39
600-02-127	SIDE ENCLOSURE	4	$11.75	$46.98
600-02-129	SUPPRESSION ASSMY	2	$477.63	$955.26
600-02-130	POTENTIOMETER, 1K, 2 WATTS, 1,000 OHM	1	$17.77	$17.77
600-02-131	POTENTIOMETER, 10K, 2 WATTS, 10,000 OHM	7	$22.32	$156.21
600-02-134	RESISTORS, 10 OHMS, 2 WATT	12	$1.57	$18.79
600-02-136	GEAR COUPLING/MAIN HOIST	4	$3,022.38	$12,089.52
600-02-137	MAIN HOIST CONTROL CAGE	1	$14,642.10	$14,642.10
600-02-138	GEAR COUPLING/TROLLEY	4	$2,098.44	$8,393.76
600-02-139	TROLLEY CONTROL CAGE	1	$14,642.10	$14,642.10
600-02-140	RESISTORS, 4 OHMS, 25 WATT W/WIRE LEADS	34	$5.48	$186.35
600-02-141	FIELD WEAKENING BOARD	2	$2,270.70	$4,541.40
600-02-143	TACH CHECK BOARD	1	$1,071.14	$1,071.14
600-02-146	RESISTORS ASSY FOR 75 HP 300M HOIST 460 VDC CONTROL PH, CLASS	1	$1,177.63	$1,177.63
600-02-147	RESISTOR ASSY, FOR 275 HP MAIN 460 VDC CONTROL CLASS 90	1	$2,367.79	$2,367.79
600-02-151	COMMON CATODE HEAT SINK ASSMY HOIST	2	$2,630.88	$5,261.76
600-02-152	COMMON ANODE HEATER SINK ASSMY	2	$2,630.88	$5,261.76
600-02-153	COMMON CATHODE HEAT SINK ASSMY	2	$2,270.70	$4,541.40
600-02-154	COMMON ANODE HEATSINK ASSMY	2	$2,270.70	$4,541.40
600-02-155	RELAY SOCKET	4	$13.08	$52.30
600-02-161	TERMINAL BOARD ASSMY	4	$33.75	$134.99
600-02-163	BRAKE COVER LATCHES FOR ENTRY BRAKE COVER	68	$1.68	$113.94
600-02-165	COVER PIN	28	$10.49	$293.78
600-02-167	HAND HOLE COVER	21	$52.15	$1,095.10
600-02-169	WIND NUT	5	$8.53	$42.67
600-02-171	EYE BOLT	5	$4.46	$22.32
600-03-003	CIRCUIT BREAKER SPREADER CONTROL, SQUARE D CO	1	$190.27	$190.27
600-03-004	CIRCUIT BREAKER, WESTING HOUSE TYPE HFA/B MARK 75	2	$458.06	$916.11
600-03-005	CIRCUIT BREAKER, 15AMP	8	$12.21	$97.72
600-03-006	FILTER RETURN DUAL ELEMNET MFG GRESEN	9	$26.62	$239.60
600-03-007	CIRCUIT BREAKER 30 AMP	4	$15.35	$61.39
600-03-009	CIRCUIT BREAKER 40 AMP	2	$13.31	$26.62
600-03-011	CIRCUIT BREAKER, 15-20 AMP	1	$15.66	$15.66
600-03-013	FUSE, 60 AMP, CEFCO	20	$3.40	$67.96
600-03-015	FUSE, 40 AMP, CEFCO	23	$3.40	$78.16
600-03-017	FUSE, IHI BRAKE REC, GOULD INC FRS 3 2/10 600 VOLT	74	$4.70	$347.65
600-03-019	FUSE, 10AMP, 600V, GOULD	51	$4.90	$249.98
600-03-021	FUSE, 15AMP, 600V, GOULD	45	$2.71	$121.91
600-03-023	FUSE, 20AMP, 600V, UND LAB INC	11	$2.71	$29.80
600-03-025	FUSE, 30AMP, 600V, UND LAB INC	42	$2.71	$113.79
600-03-027	FUSE, 50AMP, 250V, GOULD	29	$3.30	$95.82

Number	Description	Stock	Value	Total
600-03-029	FUSE, 5AMP, 250V, GOULD	25	$0.41	$10.18
600-03-031	FUSE, 10AMP, UND LAB INC	38	$0.63	$23.80
600-03-033	FUSE, 15AMP, 250V, GOULD	41	$2.00	$82.18
600-03-035	FUSE, 20AMP, 250, UND LAB INC	70	$2.00	$140.32
600-03-037	FUSE, 30AMP, 250V, UND LAB INC	10	$0.41	$4.07
600-03-038	GLASS FUSE 5 AMP 250V (FOR PACECO OUTPUT MODULE)	20	$0.22	$4.38
600-03-039	FUSE FOR SIMPSON METER, BUSSMAN	29	$0.53	$15.44
600-03-041	FUSE BLOCK, SINGLE, FOR LITTLE FUSE SCREW MOUNT	4	$1.22	$4.89
600-03-042	GLASO FUSE 20 AMP, 250V, MDA20	10	$1.06	$10.65
600-03-043	FUSE, BUSSMAN	8	$1.10	$8.77
600-03-045	FUSE, BUSSMAN	42	$1.75	$73.66
600-03-046	FUSES LPS 80,6000V CLASS K5	3	$30.54	$91.61
600-03-047	LITTLE FUSE 1.25AMP 250V 3221-25	18	$2.27	$40.87
600-03-049	FUSE, BUSSMAN	6	$39.79	$238.75
600-03-056	ELECTRIC SAFETY SOLVENT, NON PLASTIC CORROSIVE, 16 OZ. SPRAY CANS	2	$4.04	$8.08
600-03-081	FUSEKEG 300 TRON RECTIFIER	7	$36.02	$252.13
600-03-085	FUSE, BUSSMAN	2	$31.24	$62.48
600-03-087	FUSE, 800 AMP, GOULD	9	$57.65	$518.85
600-03-089	MAIN DISCONNECT FUSE, GOULD	1	$211.41	$211.41
600-03-091	ITRON FUSE RECTIFIER, BUSSMAN	7	$48.31	$338.18
600-03-093	ITRON FUSE RECTIFIER, BUSSMAN	10	$47.12	$471.20
600-03-095	ITRON FUSE RECTIFIER, BUSSMAN KAC600	7	$53.40	$373.80
600-03-097	ONE TIME BUSS FUSE	7	$1.52	$10.63
600-03-099	CONTACT KIT	3	$17.19	$51.58
600-03-101	COILS HOIST OR RELAY	7	$28.19	$197.32
600-03-103	CONTACT KIT, FURNAS	12	$13.47	$161.61
600-03-105	PANEL METER, GE	3	$73.29	$219.87
600-03-107	PANEL METER, GE	3	$73.29	$219.87
600-03-109	PANEL METER, GE	7	$68.90	$482.33
600-03-113	CONTACT KIT, FURNAS	12	$45.18	$542.15
600-03-114	FURNAS-MELTING ALLOY DOERLOAD RELAY	4	$53.24	$212.98
600-03-115	INTERLOCK, FURNAS	5	$28.72	$143.60
600-03-117	CONTACTS TROLLEY, BR. RELAY FURNAS	4	$269.35	$1,077.41
600-03-119	PART KIT, FURNOS - CROSS ARM	6	$31.95	$191.68
600-03-120	RELAY, FURNS, 3 POLE	19	$99.17	$1,884.32
600-03-121	COIL FURNAS	4	$25.84	$103.36
600-03-126	JIC ENCLOSURE, FURNAS	1	$70.16	$70.16
600-03-127	JIC ENCLOSURE, FURNAS #14DP34W AAFA-NEMA 4 STD. W/SEL. SW & INDICATOR LGT. RESET BUTT	5	$335.12	$1,675.62
600-03-128	UNIVERSAL BOARD ASSEMBLY P&H	2	$311.63	$623.27
600-03-130	RELAY, ELECTRONIC P&H #100-E 5237-2	1	$524.61	$524.61
600-03-131	CONTACTOR, FURNAS	5	$69.91	$349.53
600-03-132	FURNAS MAGNETIC STARTER	2	$180.09	$360.18
600-03-133	COIL - HURRI-BRAKE	2	$46.98	$93.96
600-03-135	PUSH BUTTON, FURNAS	3	$9.58	$28.75
600-03-137	SELECTOR SWITCH, FURNAS	3	$13.14	$39.42
600-03-139	CONTACT BLOCK, FURNAS	9	$5.32	$47.92
600-03-141	PILOT LIGHT, FURNAS	3	$37.99	$113.97
600-03-143	CONTACT BOX, FURNAS	7	$16.24	$113.68
600-03-145	SELECTOR SWITCH, FURNAS	1	$13.14	$13.14
600-03-147	PILOT LIGHT, FURNAS	3	$37.99	$113.97
600-03-149	LENS FOR PIOLT LIGHT, FURNAS	1	$3.32	$3.32
600-03-151	GROUND FAULT, FURNAS	1	$54.81	$54.81
600-03-155	SOLONOID VALVE / COIL ASSEMBLY FOR HURRICANE BRAKE VAC 306-3-115 VAC MODEL 720021C	6	$144.07	$864.43

Number	Description			
600-03-157	OVERLOAD HEATER, HURRICANE BRAKE	13	$6.81	$88.56
600-03-160	CABLE TROLLEY, STEMMAN, W/HARDEN ED 4" STEEL WHEELS AND CABLE CLAMPS	8	$767.34	$6,138.72
600-03-161	TOW ROPES, STEMMANN, 8MM DIA. STEEL CABLE, COMPLETE W/EYELETS	5	$133.11	$665.55
600-03-162	CABLE CLAMPS FOR CABLE TROLLEY, STEMMAN (ASSORTMENT OF #40,,#44,AND #36 CLAMPS)	100	$7.05	$704.70
600-03-165	BRONZE THRUST PLATE	9	$54.81	$493.29
600-03-167	BUSHING HOIST BRAKE	14	$122.15	$1,710.07
600-03-169	BUSHING POT ARM HOIST BRAKE	12	$87.70	$1,052.35
600-03-171	BUSHING POT ARM HOIST BRAKE	14	$75.17	$1,052.35
600-03-172	BRASS BUSHING 100 MM LONG 85 MM CD 70MM ID (FOR IHI TROLLEY GUIDE ROLLER ASSMY)	9	$51.36	$462.28
600-03-173	HOIST BRAKE FRICTION SPRING	3	$4.78	$14.33
600-03-174	BRASS WASHER 150 MM DIA. X 15MM THICK	4	$46.75	$186.98
600-03-175	HOIST BRAKE FRICTION PLUG	14	$54.81	$767.34
600-03-176	BRASS WASHER 150MM DIA. X10 MM THICK	4	$40.56	$162.24
600-03-177	BUSHING POT ARM TROLLEY BRAKE	26	$25.06	$651.46
600-03-179	BUSHING POT ARM TROLLEY BRAKE	14	$11.75	$164.43
600-03-181	BUSHING FOR TROLLEY BRAKE BASE	20	$21.14	$422.82
600-03-182	BUSHING TROLLY BRAKE TOP	23	$23.49	$540.27
600-03-183	TROLLEY SPRING ROD GUIDE	17	$36.33	$617.63
600-03-185	PDN TROLLEY BRAKE	26	$23.49	$610.74
600-03-186	PINS, FOR TROLLEY BRAKE ASSY 1/2 DIA & 1/2 LONG WIDTH COTTER PIN HOLE 1/8	10	$6.26	$62.64
600-03-187	BASE PIN TROLLEY BRAKE	14	$12.53	$175.39
600-03-189	TROLLEY BRAKE SPRING	3	$64.13	$192.38
600-03-191	TROLLEY FRICTION PLUG	8	$6.26	$50.11
600-03-193	TROLLEY BREAK FRICTION PLUG	13	$0.97	$12.62
600-03-195	PINS	4	$5.48	$21.92
600-03-197	NUT TROLLEY BRAKE	4	$28.19	$112.75
600-03-199	TROLLEY BRAKE SHOE PIN	27	$23.71	$640.15
600-03-201	EYE PIN, P & H	5	$0.23	$1.17
600-03-203	BUSHING FOR TRIM GEAR	3	$162.86	$488.59
600-03-204	BUSHING-FOR TRIM GEAR REDUCED SIZE, FABRICATED	7	$172.26	$1,205.82
600-03-207	TROLLEY BRAKE LINING	6	$45.18	$271.07
600-03-209	BOOM BRAKE LINING	4	$36.02	$144.07
600-03-211	GANTRY BRAKE SHOES	3	$46.75	$140.25
600-03-213	SPRING ROD	1	$260.43	$260.43
600-03-214	SCREW ROD/POWER CYLINDER SPX	1	$6,185.70	$6,185.70
600-03-215	HOIST BRAKE SPRING	2	$43.77	$87.54
600-03-217	HOIST BRAKE LINING	6	$335.12	$2,010.74
600-03-219	HEX NUT FOR HOIST BRAKE, P	3	$119.96	$359.87
600-03-221	PINS FOR SPRING ROD	12	$27.95	$335.44
600-03-223	TROLLEY BRAKE CLEVIS ROD	4	$145.64	$582.55
600-03-224	ADJUSTING CAD FOR TROLLEY	7	$31.32	$219.24
600-03-225	ADJUSTING CAM HOIST BRAKE	2	$107.74	$215.48
600-03-227	SPRING GUIDE	3	$38.19	$114.58
600-03-229	GANTRY BRAKE SPRING, HARNISCHFEGE	7	$18.13	$126.94
600-03-231	GANTRY BRAKE SPRING SPACER	2	$15.66	$31.32
600-03-233	GANTRY BRAKE ARMATURE	5	$94.59	$472.93
600-03-235	GANTRY BRAKE INTERMEDIATE	3	$206.01	$618.02
600-03-241	CONTACT KEY FOR TROLLEY BR RELAY	13	$6.26	$81.43
600-03-243	INTERLOCK	2	$25.84	$51.68
600-03-245	INTERLOCK	6	$30.30	$181.81
600-03-247	INTERLOCK	13	$25.84	$335.91
600-03-249	BRIDGE RECTIFIER 7SZ33102	8	$187.92	$1,503.36
600-03-251	HOIST BOOM	4	$454.14	$1,816.56

Number	Description			
600-03-255	BRAKE WHEEL	2	$4,666.68	$9,333.36
600-03-256	HOIT MOTOR BRAKE WHEEL TACH SIDE	2	$4,666.68	$9,333.36
600-03-300	BRAKE SHOE ASSEMBLIES, P&H	4	$1,616.11	$6,464.45
600-03-321	BOLT, SPARE PARTS FOR IHI CONTAINER CRANE MFG. #CC3102799	89	$13.00	$1,156.80
600-03-322	BOLT, SPARE PARTS FOR IHI CONTAINER CRANE MFG. #CC3102803	92	$19.42	$1,786.49
600-03-324	BOLT, SPARE PARTS FOR IHI CONTAINER CRANE MFG. #CC3102804	88	$23.33	$2,053.34
600-04-001	BEARING MAIN HOIST REDUCTION, SKF	2	$583.98	$1,167.95
600-04-003	BEARING BOOM REDUCTION, SKF	3	$134.17	$402.52
600-04-005	BEARING GANTRY REDUCTION GEAR, SKF	4	$358.30	$1,433.20
600-04-007	BEARING MH REDUCTION GEAR, SKF	2	$173.11	$346.21
600-04-009	BEARING, CJ16033, SKF	4	$83.39	$333.56
600-04-011	BEARING HOIST ROPE SHEAVE CONSOLIDATED	3	$589.44	$1,768.33
600-04-012	BEARING #NJ213	5	$54.65	$273.27
600-04-013	BEARING TROLLEY REDUCTION CONSOLIDATED	1	$743.85	$743.85
600-04-015	BEARING SKF	16	$6.73	$107.74
600-04-017	BEARING MH BLOWER, BOWER NO. 20522	7	$6.42	$44.94
600-04-018	BEARING SKF 6017	1	$54.81	$54.81
600-04-019	BEARING SKF NO. 6209	4	$17.73	$70.91
600-04-020	BEARING SKF NO. 6019	3	$89.26	$267.79
600-04-021	BEARING SPREADER MOTOR, TRW NO. 30722	2	$23.18	$46.35
600-04-023	BEARING SPREADER MOTOR, CONSOLIDATED NO. 62085	4	$14.16	$56.63
600-04-027	WIND INDICATOR, BOWER NO. 3855	5	$3.62	$18.09
600-04-033	BEARING, CYIW33 SKF NO. 22209	3	$70.60	$211.79
600-04-035	TROLLEY REDUCTION GEAR, BEARING, CONSOLIDATED, MFG. #N-213	20	$50.90	$1,017.90
600-04-037	BOOM REDUCTION GEAR, SKF NO. 6214	2	$112.38	$224.75
600-04-039	BEARING SKF 22219	2	$143.18	$286.36
600-04-040	BALL BEARING 12981-113 FOR TACHMETER MODEL, TH51-10-02-705)-12981-113	6	$40.72	$244.30
600-04-041	BEARING FOR CALE ROLLERS NO. 6208	4	$14.02	$56.06
600-04-043	BEARING SKF 16016	2	$48.61	$97.22
600-04-044	BEARING SKF 6314	1	$84.56	$84.56
600-04-045	SPREADER POSITIONER BEARING CONSOLIDATED NO. 30309	4	$31.32	$125.28
600-04-046	BEARING SKF 6022	2	$117.45	$234.90
600-04-047	BEARING GANTRY, SKF	1	$136.21	$136.21
600-04-049	BEARING GANTRY, SKF	1	$111.70	$111.70
600-04-051	BEARING TROLLEY REDUCTION, STEYR NO. 30217	11	$77.52	$852.69
600-04-053	BEARING, CONSOLIDATED #30313	6	$77.52	$465.10
600-04-054	KOYO BEARINGS #30313-D FOR TROLLEY REDUCTION GEAR BCX	14	$34.45	$482.33
600-04-055	BEARING, SKF #317	1	$123.54	$123.54
600-04-057	BEARING, (P) CONSOLIDATED #21306	3	$48.51	$145.54
600-04-059	BEARING, BOWER LM-67048	2	$5.92	$11.84
600-04-061	OUTER RACE, BOWER LN67010	2	$2.80	$5.61
600-04-063	TROLLEY MOTOR BEARING, NH 308	1	$20.33	$20.33
600-04-067	TROLLEY MOTOR BEARING, NH 309	4	$20.36	$81.43
600-04-069	BOOM HOIST BEARING, NH 312	1	$14.52	$14.52
600-04-071	BEARING, FAFNIR 7306W?	2	$5.89	$11.78
600-04-075	BEARING, FAFNIR #211R	1	$11.73	$11.73
600-04-077	BEARING, FAFNIR #B541	2	$3.43	$6.86
600-04-078	BEARING, SEAL BEARING #77503	7	$5.64	$39.46
600-04-079	BEARING, DELCO #77503	1	$2.02	$2.02
600-04-080	BALL BEARING, P.A.T.D., USA SEAL MASTER #ER24	7	$34.50	$241.49
600-04-083	OIL SEAL, CONSOLIDATED	2	$26.62	$53.24
600-04-084	OIL SEAL 70 X 90 X 12	6	$13.70	$82.22
600-04-085	OIL SEAL, CONSOLIDATED	25	$16.33	$408.34

600-04-086	SURGE SUPRESSOR	12	$58.41	$700.94
600-04-087	OIL SEAL, STEFA	18	$6.34	$114.16
600-04-088	OIL SEAL MFG #80 X 100 X 10	6	$15.43	$92.55
600-04-089	OIL SEAL, STEFA	10	$17.30	$173.04
600-04-091	OIL SEAL, STEFA	5	$15.43	$77.13
600-04-095	OIL SEAL, CR	12	$6.66	$79.87
600-04-115	HUB, FALK	4	$42.28	$169.13
600-04-117	GRID, FALK	2	$9.40	$18.80
600-04-118	SEAL & GASKET KIT TYPE T-10 FOR FALK #30T10 COVER & GRID ASSEMBLY	19	$7.83	$148.77
600-04-121	COVER AND GRID ASSMY., FALK	4	$29.75	$119.02
600-04-123	GRID, FALK	4	$51.41	$205.65
600-04-125	HUB, FALK	2	$194.15	$388.31
600-04-127	STAR DISC, STEARNS	9	$67.34	$606.06
600-04-273	SPREADER BOLTS	34	$20.04	$681.52
600-04-275	1-1/8" HD STOP NUTS	42	$11.90	$499.87
600-04-342	SCREW M8X20-7984	14	$0.94	$13.15
600-04-348	WORM WHEEL (FOR IHI TROLLEY REDUCTION GEARBOX) CC-3102834	2	$3,532.90	$7,065.79
600-04-349	GEAR COUPLING #CC-3102799	4	$344.52	$1,378.08
600-04-350	OIL DEAL FOR GEAR COUPLING #CC-3102799	46	$10.65	$489.84
600-05-001	TANDEM COLLECTOR MINUS BRUSH	5	$147.55	$737.74
600-05-005	OBERLAP AND CUTOUT COVERS	2	$15.00	$30.00
600-05-007	POWER FEED COVER	23	$31.32	$720.36
600-05-008	OVERLAP COVER 500 AMP PVC 19" DRAWING 15838-8 #16298	28	$48.55	$1,359.29
600-05-009	HIGH VOLTAGE INSULATOR	1	$27.41	$27.41
600-05-010	PART B COVER PVC CUT OUT RIGHT DRAWING 17755-6 #16774	24	$89.26	$2,142.29
600-05-011	FUSE SPRINGS	20	$0.47	$9.40
600-05-012	PART S COVER PVC CUT OUT LEFT DRAWING 17755-6	24	$89.26	$2,142.29
600-05-013	FUSE LINK, G&W	11	$1.72	$18.95
600-05-014	PICK UP GUIDE ASSMY PVC 700AMP MFG#16636	3	$1,537.81	$4,613.44
600-05-015	FUSE CARRIER, G&W	2	$173.98	$347.97
600-05-016	INSULATOR 7.5 KV HIGH VOLTAGE WITH 1/2-13 INSERTS #20117	24	$31.32	$751.68
600-05-017	MAIN DISCOUNT LOWER	6	$39.15	$234.90
600-05-019	MAIN DISCOUNT UPPER	8	$39.15	$313.20
600-05-021	YOKE ASSMY	38	$28.19	$1,071.14
600-05-027	HV SHOE	3	$65.77	$197.32
600-05-033	CABLE SUPPORT BRACKET	219	$18.79	$4,115.45
600-05-037	YOKE COLLAR POST	38	$28.19	$1,071.14
600-05-047	BEARING, FAG#22240	1	$761.08	$761.08
600-05-053	BEARING COVER, (P)	6	$278.75	$1,672.49
600-05-057	WIND ALARM METER, KOSHIN DENKI	2	$626.40	$1,252.80
600-05-059	HEATING ELEMENT	4	$12.21	$48.86
600-05-061	WARNING BELL	1	$60.29	$60.29
600-05-063	GANTRY SPLICE BOX	3	$70.70	$212.11
600-05-069	BOX 70CA161408	1	$67.34	$67.34
600-05-071	BOX	1	$123.71	$123.71
600-05-073	SS JUNCTION BOX FOR SPREADER	2	$69.06	$138.12
600-05-075	MCKINSTRY BOX	1	$29.08	$29.08
600-05-077	SHUNT COIL	4	$700.00	$2,800.01
600-05-079	INTERPOLE COIL	8	$836.24	$6,689.95
600-05-081	FAN/BLOWER MOTOR, GE	4	$159.73	$638.93
600-05-083	FAN MOTOR, DOOLTRONIC W/O TERMINAL, 100H12818	4	$414.99	$1,659.96
600-05-090	AXILE FAN, DAYTON	1	$26.62	$26.62
600-05-093	FAN BLADE (4) 23 PITCH 12" DIA 1/2 SHAFT W/SET SCREW	3	$15.66	$46.98

Number	Description	Stock	Value	
600-05-096	HEATER, MILK HOUSE STYLE	3	$51.55	$154.66
600-06-001	RED GLOBE, ST REGIS	6	$46.20	$277.18
600-06-003	GREEN GLOBE, ST REGIS	7	$46.20	$323.38
600-06-007	VAPOR GUARD, CROUSE-HINDS	3	$21.28	$63.85
600-06-009	LIGHTING FIXTURE GLOBE, CROUSE HINDS	5	$9.51	$47.53
600-06-011	DC MOTOR, P&H	1	$19,070.75	$19,070.75
600-06-013	LIGHT SHIELD, HOLOPHANE	1	$141.88	$141.88
600-06-015	CAB WORK LIGHT, WESTINGHOUSE	2	$375.84	$751.68
600-06-018	LAMP REFLECTOR, WIDE LIGHT	1	$32.89	$32.89
600-06-020	LAME METAL HOLIDE WESTINGHOUSE	3	$99.17	$297.52
600-06-021	LIGHT GUARD, APPLETON	7	$16.11	$112.80
600-06-023	LIGHT FIXTURE, PAULUHN	2	$95.45	$190.90
600-06-025	LIGHT SOCKET, HOLOPHANE	2	$48.55	$97.09
600-06-026	LAMP SOCKET 80-11 WITH LAMP S-RIP	9	$9.24	$83.15
600-06-029	SWIVEL MOUNT, GOOSENECK 359647207	2	$18.79	$37.58
600-06-032	CROUSE HINDS OBSTRUCTION LIGHT TYPE EOL, RED	4	$150.00	$600.00
600-06-033	S RING & ROD ASSMY, HOLOPHANE	9	$103.36	$930.20
600-06-034	RO-5STEEL RODS WITH ELASTIC STOP NUTS	6	$6.50	$38.99
600-06-037	POWER PACK, AM	10	$152.69	$1,526.85
600-06-043	MINI BULBS, GE	24	$0.49	$11.65
600-06-045	120 V LAMP, GE	8	$0.92	$7.39
600-06-047	120 V LAMP, GE	2	$1.57	$3.13
600-06-051	MINI BULBS, GE	14	$1.80	$25.21
600-06-053	MINI BULBS, GE	26	$1.80	$46.82
600-06-055	ALUM. BOXES WATERTIGHT OCEANIC 6 7/8 X 4X3 5/8 (10 WIRE CONNECTION)	12	$97.67	$1,172.06
600-06-058	MCKINSTRY WATER TIGHT ENCLOSURE W/BASE PLATE AND TERMINAL	12	$155.03	$1,860.41
600-06-059	GANTRY WARNING, TRIPP LIGHT	1	$172.26	$172.26
600-06-060	LAMP, GE AIRPORT REPLACEMENT 620W, 130 V	51	$21.89	$1,912.50
600-06-061	LAMP, MERCUREY VAPOR GE 1000 WATTS BTS5 CODE 96	7	$67.28	$470.93
600-06-065	REPLACEMENT BULBS FOR TRIP LIGHT	5	$31.32	$156.60
600-06-073	UPPER HINGE RING	1	$72.82	$72.82
600-06-074	UPPER Z RING	1	$44.63	$44.63
600-06-076	RECEPTICLES FOR AIRCRAFT WARNING LIGHT	3	$44.63	$133.89
600-06-116	WIRE CONNECTOR, BAKELITE ORANGE	120	$0.06	$7.51
600-06-118	WIRE CONNECTOR, BAKELITE YELLOW	150	$0.06	$9.39
600-07-010	ELECTRICAL TAPE, VINYL PLASTIC SCOTCH 33T, 3/4 INCH X 66FT	39	$2.62	$101.99
600-07-012	SCOTCH #232" X 30 ELECTRICAL SPLICING TAPE	10	$11.96	$119.64
600-07-013	ELECTRICAL TAPE, 2", SCOTCH 88	10	$16.62	$166.15
600-07-014	1 1/2 X 44 ELECTRICAL TAPE SCOTCH	1	$3.41	$3.41
600-07-016	TEFLOW TAPE 1/2 W X 520	10	$3.13	$31.32
600-07-040	GREASE, MOLUB ALLOY, IMPERIAL TUBES, (5C PER CASE)	18	$4.49	$80.90
600-07-045	GREASE MOLUB ALLOY IMPERIAL OIL AND GREASE	130	$4.65	$604.63
600-07-048	MOLOBALLCY #958 OPEN GEAR COMPOUND (5 GAL PAILS 40 LBS)	7	$157.85	$1,104.97
600-07-049	OPEAN GEAR 936	52	$2.13	$110.75
600-07-050	TRANSFORMER OIL, SHELL DILA X FOR CUT-OUT SWITCHES 15 GAL MIN	4	$55.00	$220.00
600-07-051	909LT WIRE ROPE LUBE IMPERIAL OIL AND GREASE	10	$130.76	$1,307.61
600-07-052	MOLUBALLOY #909 HEAVY WIRE ROPE LUBE OIL (5 GALLON PAIL 37 LBS)	9	$130.95	$1,178.54
600-07-054	DRIP PROOF GREASE (ROCHEM) 5 GALLON PAILS (CHARGE OUT PER PAIL - 1 EACH)	24	$90.00	$2,160.00
600-07-056	MULTIPURPOSE GREASE TYPE EP#2	50	$2.35	$117.45
600-07-058	HEAT SHRINK COMPOUND, DOW CORNING 14 OZ. TUBES	4	$41.59	$166.37
600-07-065	HYDRAULIC CYLINDER	4	$209.84	$839.38
600-07-070	CLAMPS, WIRE FOR MAIN HOIST AT SPREADER POSITIONING DEVICE, FOR R/H LACEY ROPE	7	$305.37	$2,137.59
600-07-071	BR WIRE ROPE, BELL RAY	3	$58.10	$174.30

Number	Description	Stock	Value	Total
600-08-003	ERICKSON COUPLING 3/4"	58	$2.11	$122.62
600-08-007	ERICKSON COUPLING 1"	50	$3.99	$199.67
600-08-009	ERICKSON COUPLING 1-1/4"	7	$7.28	$50.97
600-08-014	1/2 LIQUD TITE COMBINATION COUPLING FEMALE THREADED, CONDUIT LIQUID TITE	8	$3.48	$27.81
600-08-015	1" LIQUID TITE COMBINATION COUPLING FEMALE THREADED, CONDUIT TO LIQUID TITE	8	$6.45	$51.62
600-08-016	1 1/4 LIQUID TITE COMBINATION COUPLING FEMALE THREADED, CONDUIT TO LIQUID TITE	18	$10.93	$196.75
600-08-017	BULLET HUB CONNECTOR, 3/4" LIQUID TITE	33	$4.75	$156.59
600-08-018	1" BULLETY HUB CONNECTOR GOULD EFCO	10	$6.98	$69.84
600-08-019	BULLET HUB CONNECTOR 1-1/4" LIQUID TITE	15	$7.19	$107.82
600-08-021	BULLET HUB CONNECTOR 2" LIQUID TITE	1	$11.29	$11.29
600-08-023	1/2" STRAIGHT LIQUID TITE #1150	20	$2.27	$45.41
600-08-025	1/2" 45 DEGREE LIQUID TITE	60	$2.98	$178.52
600-08-027	1/4" 90 DEGREE LIQUID TITE	21	$3.43	$72.02
600-08-029	3/4" STRAIGHT LIQUID TITE	20	$2.58	$51.68
600-08-031	3/4" 45 DEGREE LIQUID TITE	32	$4.54	$145.32
600-08-033	3/4" 90 DEGREE LIQUID TITE	5	$5.39	$26.94
600-08-034	LIQUID TITE FLEXIBLE CONDUIT 1 1/4	10	$3.10	$31.01
600-08-035	1" STRAIGHT LIQUID TITE	20	$4.78	$95.53
600-08-037	1" 90 DEGREE LIQUID TITE	9	$5.17	$46.51
600-08-039	1-1/4" STRAIGHT LIQUID TITE	15	$7.80	$116.98
600-08-041	1-1/4" 90 DEGREE LIQUID TITE	24	$13.26	$318.34
600-08-045	1/2" STRAIGHT BROWN STRAIN RELIEF	1	$2.91	$2.91
600-08-046	1/2" STRAIGHT BLUE STRAIN RELIEF	24	$2.52	$60.51
600-08-047	1/2" 45 DEGREE BLUE STRAIN RELIEF	38	$2.52	$95.81
600-08-049	1/2" 90 DEGREE BROWN STRAIN RELIEF	27	$2.90	$78.22
600-08-050	1/2" 90 DEGREE BLUE STRAIN RELIEF	14	$4.45	$62.26
600-08-051	1/2" STRAIGHT GREEN, GOULD	85	$2.91	$247.59
600-08-053	1/2"45 DEGREE GREEN, GOULD	9	$4.45	$40.03
600-08-055	3/4 "45 DEGREE BROWN, GOULD	9	$3.27	$29.46
600-08-057	3/4"45 DEGREE GREEN, GOULD	14	$5.79	$81.12
600-08-059	3/4" STRAIGHT BROWN, GOULD	80	$3.23	$258.08
600-08-061	3/4"90 DEGREE BROWN, GOULD	20	$5.79	$115.88
600-08-063	ERICKSON COUPLING 2-1/2	12	$26.62	$319.46
600-08-067	ERICKSON COUPLING 2-	19	$18.64	$354.07
600-08-073	ERICKSON TW COUPLING 1/2"	6	$1.47	$8.83
600-08-074	3/4 THIN WALL ELECTRICAL METAL TUBING COUPLINGS	14	$2.07	$28.94
600-08-077	REDUCING WASHER 1 - 1/2" ERICKSON	180	$0.16	$28.19
600-08-081	GROUNDING LOCKNUT, 1/2" ERICKSON	39	$0.09	$3.54
600-08-082	FITTING LOCK NUT GOULD	42	$0.11	$4.60
600-08-083	GROUNDING LOCKNUT, 3/4" ERICKSON	10	$0.31	$3.13
600-08-084	FITTING LOCK NUT GOULD	60	$0.20	$12.22
600-08-085	ASSORTED LOCKNUTS	25	$0.39	$9.79
600-08-087	PLUGS, 1-1/4" GALV	4	$0.61	$2.44
600-08-091	COUPLING, 1" GALV ERICKSON	11	$0.63	$6.89
600-08-099	STRAPS, 1/2" HW CONDUIT, ERICKSON	58	$0.33	$19.08
600-08-106	KINDORF STRAP, C-105, 1-1/4" X 1-5/8"	41	$1.52	$62.28
600-08-107	KINDORF STRAP, 2"	52	$1.52	$78.99
600-08-109	STRAPS, 22MM	450	$0.47	$211.41
600-08-111	STRAPS, 28MM	5	$0.70	$3.52
600-08-113	STRAPS, 36MM	74	$3.92	$289.71
600-08-115	STRAPS, 54MM	80	$0.86	$68.90
600-08-117	STRAPS, 70MM	7	$1.08	$7.56
600-08-119	STRAPS, 82MM	10	$1.10	$10.96

Number	Description	Stock	Value	Total
600-10-010	WELDING ELECTROLODES 5/32" CAST IRON	3	$109.62	$328.86
600-10-012	WELDING WIRE 1/8" DIA.	50	$1.19	$59.51
600-10-032	WELDING WIRE 5/32"	50	$1.14	$57.16
600-10-066	CLEAR PLASTIC COVE LENS	11	$0.67	$7.41
600-11-008	PRIMER PAINT, RUSTOLEUM	9	$36.79	$331.07
600-12-010	AIRCAIR COPPERCLAD CARBON GOUGING ELECTRODES, ROUND 5/23	3	$48.55	$145.64
600-12-059	LABOR AND MATERIAL TO FABRICATE 6 FRAME FOR TROLLEY BRAKES CRANES SERIAL 150210SCE	7	$178.52	$1,249.67
600-15-023	GALV. PIPE FITTINGS TEE, 1 1/4"	1	$4.43	$4.43
600-20-076	SIREN AMPLIFIER, WHELEN	3	$408.88	$1,226.65
600-20-077	MICROPHONE AMPLIFIER, TELEX	2	$105.24	$210.47
600-20-078	SIREN SPEAKER, WHELEN	3	$329.64	$988.93
600-20-084	REPLACEMENT LAMPS FOR AMER. SIGNAL #AC250 LIGHT	6	$11.51	$69.06
600-20-085	CRANE LIGHT REVOLVING NORTH AMERICAN SIGNAL 2 SEAL BEAM 70,000 CANDLE EACH BEAM PIP	6	$238.03	$1,428.19
600-20-086	SIREN CLACTON DUPLOW 120 VOLT/AC.	1	$227.07	$227.07
600-20-100	SENSOR, PHOTO ELECTRIC, RETRO REFLECTIVE	5	$209.22	$1,046.09
600-20-105	REFLECTOR	20	$3.10	$62.01
600-20-110	REFLECTOR, RED	4	$3.34	$13.34
600-20-113	REFLECTOR TAPE WHITE 1" BY 12"	25	$0.67	$16.84
600-20-115	MOUNTING BRACKET, UNIVERSAL	6	$13.08	$78.46
600-21-001	CONTACTOR	11	$4.37	$48.06
600-21-003	CONTACT FOR CAM SWITCH	33	$16.91	$558.12
600-21-005	REED SWITCH	3	$43.85	$131.54
600-21-007	REED RELAY	2	$75.64	$151.28
600-21-009	FUSE HOLDER	3	$587.25	$1,761.75
600-21-011	FUSE	3	$1.24	$3.71
600-21-012	FUSE 20 AMP 600V	57	$3.98	$226.72
600-21-013	CIRCUIT BREAKER	2	$75.17	$150.34
600-21-015	CIRCUIT BREAKER	0	$140.94	$0.00
600-21-017	CIRCUIT BREAKER, G.E.	1	$46.98	$46.98
600-21-019	SPREADER SHEAVE	1	$1,879.20	$1,879.20
600-21-021	DOUBLE SHEAVE	1	$3,241.62	$3,241.62
600-21-023	TRIPLE SHEAVE	1	$5,481.00	$5,481.00
600-21-025	DOUBLE SHEAVE 141	1	$3,132.00	$3,132.00
600-21-027	WALKWAY FIXTURE, CROUSE HINDS	2	$25.76	$51.52
600-21-031	HEATER COIL	3	$3.43	$10.29
600-21-033	HEATER COIL	2	$2.35	$4.70
600-21-035	HEATER COIL	1	$4.78	$4.78
600-21-037	OVERLOAD	3	$6.50	$19.50
600-21-039	TWISTLOCK, REBUILT	6	$153.47	$920.81
600-21-041	HURRICANE BRAKE SHOE SET.	3	$342.17	$1,026.51
600-21-043	BAYONETTES FOR HATCH COVER EXTEND.	4	$54.81	$219.24
600-21-045	BAYONETTES FOR HATCH COVER, (USED)	1	$54.81	$54.81
600-21-047	ELECTRICAL INSULATION PUTTY	2	$6.00	$12.00
600-21-049	SHRINK TUBING	12	$1.72	$20.67
600-21-050	VINYL MASTIC ROLL 4"	5	$9.00	$45.02
600-21-051	ELEC. INS. RESIN, SCOTCHCAST	4	$16.36	$65.46
600-21-053	ELEC. INS. RESIN, SCOTCHCAST	4	$21.89	$87.57
600-21-055	HURRICANE BRAKE SHOE SPRING	27	$28.19	$761.08
600-21-057	SENSORI BRACKETS	3	$14.05	$42.14
600-21-061	6-TERM STRIP	6	$16.05	$96.31
600-21-063	10-TERM STRIP	2	$18.79	$37.58
600-21-065	12-TERM STRIP MARATHON	2	$23.49	$46.98
600-21-067	8 POLE TERM STRIP	6	$28.89	$173.36

Number	Description	Stock	Value	Total
600-21-069	CABLE CLAMP	1	$27.41	$27.41
600-21-071	SPLIT BOLT CONNECTOR	2	$17.38	$34.77
600-21-072	SPLIT BOLT CONNECTOR, BURNDY KS-90	23	$1.58	$36.38
600-21-073	SPLIT BOLT CONNECTOR	10	$12.48	$124.81
600-21-074	SPLIT BOLT CONNECTOR, BURNDY KS-15	26	$1.79	$46.42
600-21-076	SPLIT BOLT CONNECTOR, BURNDY KS-17	26	$1.89	$49.27
600-21-078	SPLIT BOLT CONNECTOR, BURNDY KS-20	14	$2.32	$32.45
600-21-079	RAIL HEATER CONNECTOR	29	$28.19	$817.45
600-21-081	CRANE #1 CONTROL HOUSE SLIP RING COMPLETE FOR PEINER CRANE	1	$2,212.76	$2,212.76
600-21-083	3/8 HEAVY WALL S/S NUTS	80	$2.11	$169.13
600-21-085	STAND FOR GUIDE ROLLER	2	$151.90	$303.80
600-21-087	VICKERS SEAL KIT	5	$38.76	$193.79
600-21-089	D&W PARKER VALVE KIT	1	$38.19	$38.19
600-21-091	HURR. BRK. HYDR. TANK 715200	5	$140.94	$704.70
600-21-093	CIRCUIT BREAKER 20 AMP	5	$43.85	$219.24
600-21-095	FUSE 8 AMP	14	$0.41	$5.70
600-21-097	EQUALIZER SHEAVE	1	$814.32	$814.32
600-21-099	EQUALIZER STEEL PIN 6" 5/8 X 3 1/4 STEEL 60/40	5	$140.94	$704.70
600-21-105	TROLLEY GEAR BOX COUPLING	1	$2,535.67	$2,535.67
600-21-107	GUIDE TROLLEY ROLLER EXCENTRIC	1	$1,487.70	$1,487.70
600-21-109	WALKWAY LIGHTS - CLEAR LENS	1	$36.02	$36.02
600-21-113	REDUCER	180	$0.55	$98.66
600-21-115	COUPLING 1/2"	8	$1.11	$8.90
600-21-119	REDUCING WASHER 1 - 3/4	14	$0.17	$2.41
600-21-121	LIQUID TITE CONN. 2 1/4"	3	$7.60	$22.79
600-21-133	TIMING MOTOR	3	$49.33	$147.99
600-21-135	S.E. 86 S.P. TELEPHONE	1	$833.11	$833.11
600-21-137	ANEMOMETER	0	$775.17	$0.00
600-21-143	S/S WELDING RODS 3/32 (8LBS EACH)	3	$195.75	$587.25
600-21-145	SOCKET HD CAP SCREW	102	$0.94	$95.84
600-21-147	"U" BOLT SUPPORT 7/8	1	$62.64	$62.64
600-21-151	INSULATORS 5/8	5	$27.41	$137.03
600-21-153	200FT. 30 COND #12 UMBILICAL CORD	200	$28.80	$5,759.74
600-21-160	GE 300 WATT QUARTS BULB Q500TS/CL	7	$18.79	$131.54
600-21-162	3/4 THIN WALL ELECTRICAL METAL TUBING CONNECTORS	15	$1.71	$25.60
600-21-163	HUB, NEW	4	$31.32	$125.28
600-21-165	SPLICE BOX SMALL	0	$313.20	$0.00
600-21-167	SPLICE BOX LARGE	0	$469.80	$0.00
600-21-169	HANGAR BRACKET	161	$23.49	$3,781.89
600-21-175	LUBRICATION FILTER	1	$236.47	$236.47
600-21-189	TRIP LITE AMBER LENS	5	$23.49	$117.45
600-21-191	GRD SINGLE RECEPTACLE 20A-125V	10	$2.79	$27.88
600-21-193	CONTACT BLOCK	3	$27.37	$82.12
600-21-195	GUIDE ROLLER WIRE ROPE NEW	9	$783.00	$7,047.00
600-21-197	STEEL PIN	11	$427.52	$4,702.70
600-21-201	PIN HOIST BRAKE	2	$144.07	$288.14
600-21-203	PIT GANTRY BRAKE	2	$94.59	$189.17
600-21-205	VARISTOR	3	$2.11	$6.34
600-21-209	TRANSFORMER	3	$89.65	$268.96
600-21-211	CONTACT BLOCK	6	$36.02	$216.11
600-21-213	PNEUMATIC RELAY	4	$125.28	$501.12
600-21-215	CONTACT TIMER	6	$4.70	$28.19
600-21-217	CONTACT KIT	2	$59.51	$119.02

Number	Description	Stock	Value	Total
600-21-219	AUX CONTACT KIT CR105X10017	3	$7.83	$23.49
21-223	STEEL HOSES	5	$49.33	$246.65
-21-224	HYDRAULIC PRESSURE GUAGE 0-200 PSI 0-L3BAR 2"DIA. 1/8" FITT CONN. REAR GRESEN	3	$20.17	$60.51
600-21-232	HYDRAULIC ACCUMULATOR MODEL MO-20-15-TMR-S 1/2?	1	$119.02	$119.02
600-21-237	SP TELEPHONE	1	$621.70	$621.70
600-21-239	GRILL & BOX PHONE	1	$133.11	$133.11
600-21-241	SP TELEPHONE	1	$1,252.80	$1,252.80
600-21-244	INSERT CONFIGURATION	1	$72.68	$72.68
600-21-245	CONFIGURATION	3	$115.49	$346.48
600-21-247	INSERT CLAMP NUT	5	$10.49	$52.46
600-21-249	HARMONIC DRIVE	2	$1,315.44	$2,630.88
600-21-251	DRIVING SPRIE FOR HARMONIC DRIVE	1	$602.91	$602.91
600-21-253	PLUG BARREL	2	$14.69	$29.38
600-21-255	PISTON SEAL KIT	2	$14.49	$28.97
600-21-257	RECEPTICLE	2	$195.09	$390.18
600-21-259	PLUG (ZPLMLI2620310PN)	2	$212.82	$425.64
600-21-261	MALE PIN (ZZMZP4012-362)	500	$1.57	$783.00
600-21-263	FEMALE PIN	500	$2.91	$1,456.40
600-21-265	DUST CAP W/ CHAIN MALE	4	$26.72	$106.86
600-21-269	TERM BLOCK SQUARED	5	$13.78	$68.90
600-21-271	12 PT. TERMINAL STRIP	8	$14.64	$117.14
600-21-273	HYDAR. PUMP BRACKET NEW	2	$28.19	$56.38
600-21-275	12 PT. TERMINAL STRIP (CR151D30112)	80	$17.99	$1,439.46
600-21-277	CONNECTING BLOCK 600 VOLTS	1	$43.85	$43.85
600-21-279	SPLIT BOLT CONN.	17	$12.48	$212.18
600-21-281	AIRCRAFT HYDRAULIC OIL 15	10	$9.08	$90.83
600-21-283	PISTON RODS FOR EXT PISTON	1	$967.18	$967.18
0-21-295	Z BARS	6	$313.20	$1,879.20
600-21-299	WIRE ROPE 1-1/8" 1100'	1	$3,634.69	$3,634.69
600-21-300	SCOTCH #35 ELECTRICAL TAPE 3/4"	10	$2.71	$27.09
600-21-301	ELEC. TAPE FOR COLOR CODING	10	$2.71	$27.09
600-21-302	SCOTCH #35 ELECTRICAL TAPE 3/4" YELLOW	10	$2.71	$27.09
600-21-313	SPREADER EXT PISTON	2	$2,355.89	$4,711.78
600-21-317	SPREADER EQUALIZER	1	$11,275.20	$11,275.20
600-21-323	WELDING WIRE 5/32 50LB BX	50	$1.13	$56.38
600-21-325	WELDING CABLE CONNECTOR	2	$27.87	$55.75
600-21-327	COUPLING 3/4"	3	$0.74	$2.21
600-21-329	1" ELBOW CROUSE HINDS	2	$3.29	$6.58
600-21-331	3/4 STRAPS	13	$0.45	$5.90
600-21-335	BUSS CONNECTORS	12	$3.59	$43.03
600-21-337	RESPIRATOR FILTER	160	$46.20	$7,391.52
600-21-339	RUBBER TAPE	4	$2.35	$9.40
600-21-347	BRUSH HOLDER W/ BRUSH (P)	6	$0.00	$0.00
600-21-349	PVC OVERLAP COVERS	15	$48.55	$728.19
600-21-351	PIN POT CENTER	3	$67.53	$202.58
600-21-353	PIN POT ARM	2	$61.07	$122.15
600-21-355	PIN HOIST BRAKE	6	$50.82	$304.90
600-21-357	PIN BRAKE SHOES	2	$44.47	$88.95
600-21-359	COIL	1	$14.83	$14.83
600-21-361	CROSS BAR	3	$7.80	$23.40
600-21-363	CONTACT BLOCK	3	$33.17	$99.50
600-21-365	CONTROL RELAY	3	$30.66	$91.98
00-21-367	LIQUID TITE 1-1/2	50	$2.66	$133.11

Number	Description	Stock	Value	Total
600-21-373	RED SCREEN GLOBE AIRCRAFT LITE	1	$141.72	$141.72
600-21-383	FIX FITTING CROUSE&HINDS	2	$24.51	$49.02
600-21-389	#2 ELEC JOINT COMPOUND, ALCOA	4	$11.75	$46.98
600-21-401	POLO WIPER RAGS	30	$0.97	$29.13
600-22-001	FOAMED POLY UREATHANE CRANE BUMPER W/BASEPLATE TYPE MEK/ELA 5050 20 X 20	4	$4,580.55	$18,322.20
600-22-006	DOUBLE FLANGE CRANE WHEEL SWG CC-310280	4	$2,200.23	$8,800.92
600-22-007	STRAINER FLOW E24 FILTER P-3-1/2-100	8	$8.61	$68.90
600-32-010	Z3X PROMIMITY LIMIT SWITCH, TURCK B110-G30-AZ3X	5	$104.14	$520.70
600-32-011	INIDCATING LIGHTS, CUTLER HAMMER 10250T181N	4	$46.17	$184.66
600-32-012	THERMAL SWITCH W/O LUGS MFG#86-4484-2	13	$102.93	$1,338.13
600-33-001	DOUBLE A COIL 85-50554-32 120/60 GF-3	9	$34.45	$310.07
600-33-002	DIR. CONTROL VALVE DOUBLE A QF-3-C-10A1-BH 5L35 PIN	2	$361.75	$723.49
600-33-003	DIR. CONTROL VALVE DOUBLE A QF-5-C-5 PIN 10A2-BH 5L	2	$496.42	$992.84
600-33-004	PARKER HANNIFAN ECS, 6' LENGTH 5 CONDUCTOR CONNECTOR CORD #253-301-11EPCMK #14	5	$51.91	$259.56
600-33-005	RV3 SUCTION STRAINER 50-1/2-100-RV3	5	$47.76	$238.82
600-35-001	STATIONARY DISC. 800320201	6	$97.88	$587.25
600-35-002	PRESSURE PLATE	6	$137.03	$822.15
600-35-003	FRICTION DISC	12	$90.44	$1,085.24
600-35-004	SOLENOID ASSMY.	6	$305.37	$1,832.22
600-35-005	STEARNS COILS FOR SOLENOID 6-19440601	6	$197.32	$1,183.90
600-60-120	WIRE CONNECTOR, BAKELITE RED	150	$0.09	$14.10
600-99-001	Ropco Spreader Serial #07294	1	$60,000.00	$60,000.00
700-00-001	MAIN HOIST MOTOR	1	$42,150.46	$42,150.46
700-00-002	BOOM HOIST MOTOR	1	$14,028.23	$14,028.23
700-00-003	TROLLEY DRIVE MOTOR	1	$7,198.90	$7,198.90
700-00-004	GANTRY DRIVE MOTOR	1	$10,581.46	$10,581.46
700-00-005	CT1, CT2, CT3 CURR. TRANSF	2	$331.93	$663.86
700-00-006	PCU1, PCU2 THYRISTOR ASSM.	7	$1,446.26	$10,123.85
700-00-007	PCU1, PCU2 PULSE TRANSF.	2	$37.94	$75.87
700-00-008	PCU1, PCU2 THERMAL SWITCH	0	$46.24	$0.00
700-00-009	PCU2 FAN ASSEMBLY	0	$515.68	$0.00
700-00-010	R1, R2, R3 "L" RESISTOR 3.2	2	$28.56	$57.13
700-00-011	C1, C2, C3 CAPACITOR 1.0 MFD	2	$59.27	$118.55
700-00-012	H OR H SET OF CONDUITS	3	$106.69	$320.07
700-00-013	M OR M COIL	2	$65.15	$130.29
700-00-014	OL SET OF CONTACTS	2	$234.72	$469.45
700-00-015	OL SET OF CONTACTS	3	$29.63	$88.90
700-00-016	OL SPRING	2	$2.37	$4.75
700-00-017	OL SPRING	2	$10.67	$21.34
700-00-018	OL COIL	2	$450.48	$900.95
700-00-019	EA DISPLAY PCB	3	$268.95	$806.85
700-00-020	EA MON PCB	2	$680.47	$1,360.95
700-00-021	EA CC PCB	4	$829.82	$3,319.29
700-00-022	EA TL PCB	2	$1,185.46	$2,370.92
700-00-023	RT2, RT3, RT4, RECTIFIER	4	$46.23	$184.93
700-00-024	RT8 RECTIFIER	5	$236.94	$1,184.68
700-00-025	CF1, CF2, FUSE 10A., 250V	10	$11.85	$118.55
700-00-026	RFL COIL FOR HOIST	2	$130.40	$260.80
700-00-027	HFL GFL SET OF CONTACTS	3	$44.85	$134.55
700-00-028	HFL, GFL CONTACT LEVER	3	$53.35	$160.05
700-00-029	HFL, GFL SPRING	2	$2.37	$4.75
700-00-030	GFL COIL GANTRY	2	$130.40	$260.80
700-00-031	SSWTNR SOLID STATE RELAY	5	$112.62	$563.11

Number	Description	Stock	Value	Total
700-00-032	HR, LR, FR, RR COIL	2	$37.94	$75.87
700-00-033	UV, MR COIL	3	$30.82	$92.47
700-00-034	R4, 25W, RESISTOR 250	2	$8.30	$16.60
700-00-035	C4 CAPACITOR .10 NFD	0	$29.64	$0.00
700-00-036	PCU1, PCU2 INDICATING LIGHT	6	$14.22	$85.35
700-00-037	PCU1, PCU2, 2W RESISTOR 56K	4	$3.59	$14.38
700-00-038	R20 BURDEN RESISTOR	2	$6.05	$12.10
700-00-039	EA STATUS PCE	2	$1,126.19	$2,252.38
700-00-040	R21, R22 TACK FEEDBACK 1780	0	$2.37	$0.00
700-00-041	EA PCBW/PROM PER JOB	1	$1,185.46	$1,185.46
700-00-042	FSN FIELD MODULE	1	$3,343.00	$3,343.00
700-00-043	X4 LINE REACTOR	1	$444.54	$444.54
700-00-044	FRCT, DIODE FWD. 1000V	2	$75.87	$151.75
700-00-045	FRCT DIODE REV, 1000V	2	$75.87	$151.75
700-00-046	FRCT PROTECTION CIRCUIT	1	$142.26	$142.26
700-00-047	FRCT, 5 RESISTOR 100	2	$1.18	$2.36
700-00-048	FRCT SCR	4	$251.32	$1,005.28
700-00-049	FCF3, FCF4 FUSE 40A, 500V	5	$15.66	$78.30
700-00-050	FRES "L" RESISTOR - PER ORDER	1	$28.56	$28.56
700-00-051	C5 CAPACITATOR 10 MFD	1	$106.69	$106.69
700-00-052	CBRES "L" RESISTOR 20	1	$28.56	$28.56
700-00-053	MPC1 OUTPUT MODULE	7	$82.00	$574.00
700-00-054	MPC1 INPUT MODULE	6	$93.96	$563.76
700-00-055	MPC1 EE PROM	7	$62.64	$438.48
700-00-056	MPC1, EE PROM CARTRIDGE	1	$46.98	$46.98
700-00-057	1BR ZBR, RFC CONTACT KIT	2	$106.69	$213.38
700-00-058	1BR, ZBR RFC COIL	2	$171.89	$343.78
700-00-059	MR COIL	1	$30.82	$30.82
700-00-060	MR ON DELAY TIMER PUB NO. 15426	1	$131.92	$131.92
700-00-061	R27, R28 RESISTOR 549	2	$2.04	$4.07
700-00-062	R30, RESISTOR #53	2	$2.04	$4.07
700-00-063	C7, C8 CAPACITOR 10MFD	2	$19.73	$39.46
700-00-064	GMSRT, HMSRT RECTIFIER	2	$46.20	$92.39
700-00-065	GRF, 15A FUSE 250V	10	$6.22	$62.17
700-00-066	SS, HRR, TR SOLID STATE INPUT MOD.	4	$106.68	$426.74
700-00-067	HBRI, 2 SUPRESSOR	2	$14.29	$28.58
700-00-068	GMBR CONTACT KIT SIZE 1, CONTACTOR	2	$69.51	$139.03
700-00-069	GMBR CONTACTOR COIL	2	$28.45	$56.89
700-00-070	GMBR SURPRESSOR	2	$26.39	$52.77
700-00-071	PCU1, PCU2 THYRISTOR ASSEM	2	$787.15	$1,574.29
700-00-072	PCU1, PCU2 PULSE TRANSF.	2	$118.55	$237.09
700-00-073	PCU1, PCU2 THERMAL SWITCH	0	$46.24	$0.00
700-00-074	PCU1, PCU2 FAN ASSEMBLY	2	$278.59	$557.18
700-00-075	R1, R2, R3 "L" RESISTOR 11	2	$28.56	$57.13
700-00-076	M OR N SET OF CONTACTS	2	$48.60	$97.20
700-00-077	M OR N COIL	2	$199.16	$398.31
700-00-078	OL COIL	2	$125.66	$251.31
700-00-079	RT1 RECTIFIER	2	$130.40	$260.80
700-00-080	AT1 VARISTOR	1	$14.22	$14.22
700-00-081	TFL, TFL2 COIL TROLLEY	2	$123.34	$246.68
700-00-082	BWR COIL BEAM	2	$130.40	$260.80
700-00-083	R25, RESISTOR	2	$2.37	$4.75
700-00-084	C6 CAPACITOR	2	$5.93	$11.85

Stock Number	Description	Stock	Value	Total
		2	$2.37	$4.75
700-00-085	R26 RESISTOR	3	$69.52	$208.56
-00-086	1BR, 2BR, BBR CONTACT KIT	4	$1.19	$4.74
-00-087	1BR, 2BR, 3BR, SPRING ARM FRAME	2	$35.18	$70.36
700-00-088	1BR, B8R1, INTLK, N.O. N.C. BASE	0	$118.73	$0.00
700-00-089	1BR, BBR1 TIMING INTLK	2	$28.45	$56.91
700-00-090	1BR, 2BR, 3BR, COIL	10	$3.56	$35.56
700-00-091	FUSE 10A, 250V.	1	$26.39	$26.39
700-00-092	1BR INTLK NO.O	1	$26.39	$26.39
700-00-093	BBR1, TRANSIENT SUPP.	1	$8.30	$8.30
700-00-094	PULL ROD SPRING	1	$81.79	$81.79
700-00-095	TORQUE SPRING	1	$1,748.56	$1,748.56
700-00-096	COIL	2	$288.07	$576.13
700-00-097	SHOE WITH BONDED LINING	1	$803.42	$803.42
700-00-098	FINISHED BRAKE WHEEL, PER DRAW	1	$21.34	$21.34
700-00-099	BUL 505 13IN,. BRAKE PUB. NO 17225 PULL OD SPRING	1	$74.68	$74.68
700-00-100	TORQUE SPRING	1	$2,323.68	$2,323.68
700-00-101	COIL	2	$1,043.21	$2,086.41
700-00-102	SHOE WITH BONDED LINING	1	$1,484.00	$1,484.00
700-00-103	FINISHED BRAKE WHEEL, PER DRAWING	1	$177.82	$177.82
700-00-104	BUL 505 23IN. BRAKE PUB NO. 17225 PULL ROD SPRING	1	$201.53	$201.53
700-00-105	TORQUE SPRING	1	$4,647.01	$4,647.01
700-00-106	COIL	4	$1,560.07	$6,240.28
700-00-107	SHOE WITH RIVETED LINING	1	$5,546.76	$5,546.76
700-00-108	FINSIHED BRAKE WHEEL PER DRAWING	1	$289.71	$289.71
700-00-109	MAIN HOIST DRIVE MOTOR BEARING	32	$36.90	$1,180.76
700-00-110	MAIN HOIST MOTOR BRUSHES	1	$186.35	$186.35
700-00-111	BEARING FOR BOOM HOIST MOTOR DRIVE END	1	$76.73	$76.73
00-00-112	BOOM HOIST MOTOR BEARING FOR OPP. DRIVE END	16	$76.54	$1,224.61
700-00-113	BOOM HOIST MOTOR BRUSHES	2	$188.70	$377.41
700-00-114	TROLLEY MOTOR BEARING FOR DRIVE END	2	$143.29	$286.58
700-00-115	TROLLEY MOTOR BEARING FOR OPP. DRIVE END	32	$18.79	$601.34
700-00-116	TROLLEY MOTOR BRUSHES	2	$93.18	$186.35
700-00-117	GANTRY MOTOR BEARING FOR DRIVE END	2	$41.89	$83.78
700-00-118	GANTRY MOTOR BEARING FOR OPP. DRIVE END	32	$25.06	$801.79
700-00-119	GANTRY MOTOR BRUSHES	1	$366.44	$366.44
700-00-120	CARRIER, COMPLETE WITH GASKET	1	$10.96	$10.96
700-00-121	CARRIER GASKET	1	$166.00	$166.00
700-00-122	WIPE SLEEVE WITH LEAD PLUG AND SLEEVE	1	$225.50	$225.50
700-00-123	ENTRANCE TERMINAL RUBBER CABLE	1	$18.79	$18.79
700-00-124	PETROLEUM	1	$59.51	$59.51
700-00-125	UNION NUT	1	$10.96	$10.96
700-00-126	UNION GASKET	1	$42.28	$42.28
700-00-127	STATIONARY CONTACT KIT	1	$248.99	$248.99
700-00-128	TANK, DRAIN PLUG, AND SEALER (LINES NOT REQUIRED)	1	$119.02	$119.02
700-00-129	EXPANSION CHAMBER	10	$58.57	$585.68
700-00-130	CAM FOLLOWER	10	$37.90	$378.97
700-00-131	SWITCH UNIT	4	$175.39	$701.57
700-00-135	PROXIMITY SWITCH	5	$175.39	$876.96
700-00-136	PROXIMITY SWITCH	2	$309.44	$618.88
700-00-137	TROLLEY LIMIT SWITCH WITH ROLLER LEVER (DISC 18CD3)	2	$289.71	$579.42
700-00-138	ADJUSTING SCREW	2	$18.79	$37.58
700-00-139	NAME PLATE	0	$770.60	$0.00
700-00-140	SHOE WITH BONDED LINING			

Number	Description			
0[illegible]142	CHINA FINGER FOR 2" UMBILICAL COARD	3	$48.00	$144.00
[illegible]143	POSITION REGULATOR BOARD W/ DEMODULATOR	1	$650.00	$650.00
00-00-146	REGULATOR BOARD 8.1-16492 R200C	2	$850.00	$1,700.00
'00-00-147	REED RELAY	2	$210.00	$420.00
'00-10-010	LIMIT SWITCH 60:1 RIGHT ANGLE GEAR 8 CIRCUIT ROTATING, ge	1	$8,603.00	$8,603.00
700-10-020	OVERSPEED LIMIT SWITCH, EUCLID	1	$644.00	$644.00
700-10-030	BOOM HOIST BRG	1	$461.00	$461.00
700-10-040	OIL SEAL, NATIONAL 455075S, NEW P/W	2	$41.00	$82.00
700-10-050	BOOM HOIST SHEAVE BRGS	2	$628.00	$1,256.00
700-10-060	RETAINING RING, EATON NAM	1	$115.00	$115.00
700-10-070	OIL SEAL, CARLOCK	1	$106.00	$106.00
700-10-080	TROLLEY WHEEL 21 DIAMETER, PACECO	1	$2,711.00	$2,711.00
700-10-090	TROLLEY WHEEL BRGS, TIMKIN TDI TYPE DOUBLE CONE, SINGLE CUP, 2 ROW ASSEMBLY	8	$1,703.00	$13,624.00
700-10-100	TROLLEY WHEEL BRGS, SKF SPHERICAL ROLLER	8	$670.00	$5,360.00
700-10-110	OIL SEAL, GARLOCK KLOSURE MOD # 53	8	$106.00	$848.00
700-10-120	OIL SEAL, GARLOCK KLOSURE MOD #53	8	$24.00	$192.00
700-10-130	TROLLEY COUPLING, FALK	2	$306.00	$612.00
700-10-140	TWISTLOCK CYLINDER, SHEFFER JLC MODEL, BORE 4" STROKE, WITH DOUBLE ROD AND EXTENSION	6	$634.00	$3,804.00
700-10-150	TWISTLOCK STEEL BUSHINGS, MCMASTER-CARR	18	$3.00	$54.00
700-10-160	TWISTLOCK BRG SPHERICAL 1-13/16 ID (TOP) X 3-1/4: OD X 11/16 YUK, NORTHWESTERN TOOLS O	8	$33.00	$264.00
700-10-170	TWISTLOCK NUT HEAVY HEXSLOTTED 1-3/4 - BUB-28 MAT 1-194 GX2M, PACECO	4	$15.00	$60.00
700-10-181	TWISTLOCK ARM AND LINK CAST PATT NO PC527 AND ROD ENDS	8	$255.00	$2,040.00
700-10-182	ROD ENDS	8	$36.00	$288.00
700-10-190	TWISTLOCK GUIDE PLATES PATT NO PC-626, PACECO	4	$347.00	$1,388.00
700-10-200	LB EXPAND / RETRACT , SHEFFER MODEL, STYLE C AT REAR END INCLUDING 1-3/8 DIAMETER PIN	2	$7,865.00	$15,730.00
700-10-210	CORNER FLIPPERS, PACECO	7	$2,685.00	$18,795.00
[illegible]0-10-221	ROTARY FLIPPER ACTUATOR-HYD COMPLETE WITH PARNIR BEARINGS # GRFDR, BIFD JOHNSON MO	2	$2,580.00	$5,160.00
[illegible]0-10-222	FAIRNIR BEARINGS	2	$106.00	$212.00
700-10-230	LIFT BEAM HYDRAULIC PUMP MOTOR738 HP 1800 REM, GE FRAME 184T, SPACEHEATER	1	$561.00	$561.00
700-10-240	LIFT BEAM HYDRAULIC PUMP 2.3 CIR. 3000 PSI DOUBLE A, HYDRECO, ACTIVATION INC, THEODORE,	1	$1,105.00	$1,105.00
700-10-250	LIFT BEAM HYDRAULIC RESERVOIR TANK COMPLETE WITH GANGES AND VALVES MODEL T4SL, ACTIV	1	$9,857.00	$9,857.00
700-10-270	TWISTLOCKS, PACECO	16	$425.00	$6,800.00
700-10-280	CORNER GUIDE ROLLER BRACKET, PACECO, PATTERN # PC-577 ASTM A-148-73 CLASS 105-85	4	$546.00	$2,184.00
700-10-290	CORNER GUIDE ROLLER, PACECO PC-578 ASTM A-148-73 CLASS 90-60	3	$562.00	$1,686.00
700-10-300	BALONEY CABLE WITH PLUGS, PACECO OR LOCAL	1	$5,950.00	$5,950.00
700-10-310	HOIST LIMIT SWITCH, GE DS9446-B200 FA 107 WITH 30:1 GEAR RATIO CIRCUIT ROTATING CAMS	1	$3,205.00	$3,205.00
700-10-320	HOIST BRAKE COUPLING FULL FLEX GEAR , FALK-CAT	1	$1,164.00	$1,164.00
700-10-330	MAIN HOIST DRUM COUPLING, MALMED TYPE RRT SIZE NO 26	1	$23,150.00	$23,150.00
700-10-340	MAIN HOIST SHEAVE	8	$313.00	$2,504.00
700-10-350	RETAINING RING, EATON 2127-1 O/E	4	$69.00	$276.00
700-10-360	OIL SEAL, GARLOCK #53 X 3421 O/E	7	$99.00	$693.00
700-10-370	BAIL SCREW ACTUATOR TRIM AND LIST SYSTEM, DUFF NORTON DOUBLE WORM SHAFT EXTENSION	4	$4,405.00	$17,620.00
700-10-380	BALL SCREW ACTUATOR BELLOWS BOOT, DUFF NORTON 29 1/2" EXTENDED LENGTH 5 1/2" CLOSE	2	$428.00	$856.00
700-10-390	OVERLOAD GUARD PIAB TYPE	2	$2,938.00	$5,876.00
700-10-400	FESTOON FIXED END SADDLE, STEMMAN #EF-36-440	1	$399.00	$399.00
700-10-410	FESTOON MOVEABLE END SADDLE WITH URETHANE WHEELS AND ARM EXTENSION NO PV-36, STE	1	$383.00	$383.00
700-10-420	FESTOON INTERMEDIATE SADDLE, WITH URETHANE WHEELS,STEMMAN KFT-36-320	7	$1,180.00	$8,260.00
700-10-431	FESTOON CABLE CLAMPS, STEMMAN TYPE K40V	24	$20.00	$480.00
700-10-432	FESTOON CABLE CLAMPS, STEMMAN TYPE K36V	10	$20.00	$200.00
700-10-433	FESTOON CABLE CLAMPS, STEMMAN TYPE K48V	10	$20.00	$200.00
700-10-440	CLAMP PAD AUTOMATIC RAIL BRAKE, PACECO	1	$864.00	$864.00
700-10-450	HYDRAULIC CYLINDERS, ATLAS 4" BORE A 3/4" SPEC ROD STYLE 2 SPEC THREADS 3000 PSI , FIG M	4	$735.00	$2,940.00
00-10-460	COMPRESSION SPRINGS, UNION SPRING MFG	4	$120.00	$480.00

Number	Description	Stock	Value	Total
700-10-470	COMPRESSION SPRINGS, BARNES	10	$1.50	$15.00
700-10-480	SNAG PROTECTION REPLACEMENT CARTRIDGES, HEXCEL	2	$7,625.00	$15,250.00
700-31-001	BRAKE RECTIFIER FOR PACECO CRANE, SIEMENS #3S-181	12	$150.34	$1,804.03
700-31-052	BOOM HOIST/TROLLEY CIRCUIT BREAKER 457547	1	$2,358.40	$2,358.40
700-99-001	Paceco Spreader Serial #1456	1	$135,000.00	$135,000.00
		16,121		$1,309,320.27

COUNTY OF NEW YORK } ss.:

On the 14th day of July, 1995, before me personally came Lillian C. Borrone to me known, who, being by me duly sworn, did depose and say that he resides at

that he is the Director, Port Department of The Port Authority of New York and New Jersey, (one of) the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Nancy S. Gonzalez

(notarial seal and stamp)

NANCY S. GONZALEZ
Notary Public, State of New York
No. 31-4993233
Qualified in New York County
Commission Expires March 9, 1996

STATE OF New York }
COUNTY OF New York } ss.:

On the 14th day of July, 1995, before me personally came Carmine D. Ragusa to me known, who, being by me duly sworn, did depose and say that he resides at

;

that he is the President of Howland Hook Container Terminal, Inc.

one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Nancy S. Gonzalez

(notarial seal and stamp)

NANCY S. GONZALEZ
Notary Public, State of New York
No. 31-4993233
Qualified in New York County
Commission Expires March 9, 1996

STATE OF }
COUNTY OF } ss.:

On the day of , 197 , before me personally came to me known and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed the same.

(notarial seal and stamp)

20132

Port Authority Lease No. L-PN-264
Supplement No. 1

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of August 31, 2001, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and PORT NEWARK CONTAINER TERMINAL LLC (hereinafter called "the Lessee"),

WITNESSETH, That:

WHEREAS, heretofore and as of December 1, 2000, the Port Authority and the Lessee entered into an agreement of lease (hereinafter, as the said agreement of lease has been heretofore amended, modified and supplemented, called "the Lease") covering premises at Port Newark, in the City of Newark, County of Essex and State of New Jersey; and

WHEREAS, the Port Authority and the Lessee desire to amend the Lease;

NOW, THEREFORE, for and in consideration of the mutual agreements hereinafter contained the Port Authority and the Lessee hereby agree as follows:

1. In addition to the premises heretofore let to the Lessee under the Lease, the letting as to which shall continue in full force and effect, subject to and in accordance with all the terms, provisions, covenants and conditions of the Lease as amended by this Agreement, the Port Authority hereby lets to the Lessee and the Lessee hires and takes from the Port Authority, at Port Newark aforesaid, the open area shown in diagonal crosshatching on the sketch attached hereto, hereby made a part hereof and marked "Exhibit A-2", together with the structures, fixtures, improvements and other property, if any, of the Port Authority located or to be located therein or thereon, the said open area, and the said structures, fixtures, improvements and other property (all of which is sometimes hereinafter in this Agreement called "the Additional Premises") to be and become a part of the premises under the Lease at 12:01 o'clock A.M. on September 1, 2001 let to the Lessee, subject to and in accordance with all of the terms, covenants and conditions of the Lease as herein amended, for a term expiring at 11:59 o'clock P.M. on August 31, 2005, unless sooner terminated. The parties hereby acknowledge that the Additional Premises constitute non-residential property.

2. The Lessee shall use the Additional Premises solely as a temporary intermodal rail facility in connection with its operations under the Lease.

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3. The Port Authority shall deliver the Additional Premises to the Lessee in its presently existing "as is" condition. The Lessee acknowledges that prior to the execution of this Agreement, it has thoroughly examined and inspected the Additional Premises and, subject to the performance of the work set forth in paragraph 9 of this Agreement, has found it in good order and repair and has determined it to be suitable for the Lessee's operations therein under the Lease as herein amended. The Lessee agrees to and shall take the Additional Premises in its "as is" condition and the Port Authority shall have no obligations under the Lease as herein amended for finishing work or preparation of any portion of the Additional Premises for the Lessee's use.

4. The Lessee acknowledges that it has not relied upon any representation or statement of the Port Authority or its Commissioners, officers, employees or agents as to the suitability of the Additional Premises for the operations permitted thereon by the Lease as herein amended. Without limiting any obligation of the Lessee to commence operations under the Lease as herein amended at the time and in the manner stated elsewhere in this Agreement, the Lessee agrees that no portion of the Additional Premises will be used initially or at any time during the letting thereof under the Lease as herein amended which is in a condition unsafe or improper for the conduct of the Lessee's operations therein under the Lease as herein amended so that there is possibility of injury or damage to life or property.

5. The Port Authority shall have no obligation to supply to the Lessee any services or utilities in the Additional Premises.

6. (a) In addition to all other rentals payable under the Lease as herein amended, the Lessee shall pay a basic rental for the Additional Premises at the annual rate of Sixty-eight Thousand Six Hundred Forty-five Dollars and Eighty-five Cents ($68,645.85), payable in advance in the amount of Five Thousand Seven Hundred Twenty Dollars and Forty-nine Cents ($5,720.49) on the "Rental Commencement Date", as hereinafter defined, and on the first day of each calendar month thereafter during the term of the letting of the Additional Premises, except that if the Rental Commencement Date shall be a day other than the first day of a calendar month the installment of basic rental payable on the Rental Commencement Date shall be an amount equal to the amount of the installment described in this subparagraph multiplied by a fraction the numerator of which shall be the number of days from the Rental Commencement Date to the last day of the calendar month in which the Rental Commencement Date shall fall and the denominator of which shall be the number of days in that calendar month.

(b) "Rental Commencement Date" shall mean the earliest of the following dates:

(1) November 1, 2001; or

(2) the date as of which the Port Authority shall certify that the Lessee has substantially completed performance of the "Lessee's Construction Work", described in paragraph 9 hereof to such an extent as to permit use and occupancy of the Additional Premises by the Lessee for the purposes stated in paragraph 2 of this Agreement; or

(3) the date on which the Lessee commences in the Additional Premises any of the operations authorized therein by paragraph 2 of this Agreement.

7. Abatement of basic rental, if any, to which the Lessee may be entitled with respect to the Additional Premises shall be computed in accordance with the provisions of Standard Endorsement No. L27.4 attached hereto and hereby made a part hereof.

8. (a) The Lessee shall pay to the Port Authority during the period from the Rental Commencement Date through the expiration of the term of the letting of the Additional Premises under the Lease as herein amended a "Rail Facility Container Lift Fee" for each "Rail Container Lift", as such term is defined in this subparagraph, at the following respective rate for each Rail Container Lift: (1) Twenty-three Dollars and Ninety-seven Cents ($23.97) during the period from the Rental Commencement Date through December 31, 2001; (2) Twenty-four Dollars and Ninety-three Cents ($24.93) during the period from January 1, 2002 through December 31, 2002; (3) Twenty-five Dollars and Ninety-three Cents ($25.93) during the period from January 1, 2003 through December 31, 2003; (4) Twenty-six Dollars and Ninety-six Cents ($26.96) during the period from January 1, 2004 through December 31, 2004; and (5) Twenty-eight Dollars and Four Cents ($28.04) during the period from January 1, 2005 through August 31, 2005. The term "Rail Container Lift" shall mean each placement of a marine cargo container on a railroad train which subsequently carries such marine cargo container from the Additional Premises and shall also mean each removal of a marine cargo container from a railroad train which carried the marine cargo container to the Additional Premises.

(b) The Lessee shall pay the Rail Facility Container Lift Fee as follows: on the twentieth (20th) day of the month following the month in which the Rental Commencement Date shall occur, and on the twentieth (20th) day of each and every month thereafter occurring during each calendar year (with the first and last partial calendar years to be deemed calendar years for these purposes) to occur during the term of the letting of

the Additional Premises under the Lease as herein amended, including the twentieth (20th) day of the month following the last day of each such calendar year, and within the twentieth (20th) day following the effective date of the expiration or earlier termination of the letting of the Additional Premises, the Lessee shall render to the Port Authority a statement certified by a responsible officer of the Lessee showing the total number of Rail Container Lifts arising out of the operations of the Lessee on the Additional Premises during the preceding month and the cumulative number of Rail Container Lifts arising out of the operations of the Lessee on the Additional Premises from the date of the commencement of the calendar year for which the report is made through the last day of the preceding month of the calendar year for which the report is made; and the Lessee shall pay to the Port Authority at the time of rendering such statement and at the time of rendering each subsequent monthly statement for each such calendar year the amount of the Rail Facility Container Lift Fee payable for the month for which the report is made; provided, however, that if the letting of the Additional Premises shall expire or be earlier terminated effective on a date other than the last day of a calendar month, the final payment of the Rail Facility Container Lift Fee shall be due and payable within twenty (20) days after the effective date of expiration or earlier termination.

(c) The Lessee shall install and use such equipment or devices for recording Rail Container Lifts as may be necessary or desirable to keep accurate counts of Rail Container Lifts.

(d) The provisions of Section 43 of the Lease shall apply to all amounts payable to the Port Authority under this paragraph, except that the required records and books of account shall be maintained by the Lessee during the term of the letting of the Additional Premises and for three years thereafter.

9. (a) The Lessee understands that construction and installation work is required in order to prepare the Additional Premises for its occupancy and operations, and the Lessee agrees to and shall perform the following work to prepare the Additional Premises for the Lessee's operations therein (which work is hereinafter called "the Lessee's Construction Work"): removing obstructions where necessary, installing two (2) switches, removing and replacing railroad ties and tracks where necessary, removing guardrail, adding acceleration and deceleration lanes at ingress and egress points, and such other related site rail and/or traffic improvements (excluding installation, construction or relocation of traffic lights) that shall be agreed to by the parties and approved by the Port Authority. The Lessee's Construction Work shall be paid for by the Port Authority as provided for in subparagraphs (p) and (q) of this paragraph.

(b) With respect to the Lessee's Construction Work the Lessee shall indemnify and save harmless the Port Authority, and its Commissioners, officers, agents and employees against the following distinct and several risks, whether they arise from acts or omissions of the Lessee, any contractors of the Lessee, the Port Authority, third persons, or from acts of God or the public enemy, or otherwise, excepting only risks which result solely from affirmative wilful acts done by the Port Authority subsequent to commencement of the work:

(i) The risk of loss or damage to all such construction prior to the completion thereof. In the event of such loss or damage, the Lessee shall forthwith repair, replace and make good the work without cost to the Port Authority;

(ii) The risk of death, injury or damage, direct or consequential, to the Port Authority, and its Commissioners, officers, agents and employees, and to its or their property, arising out of or in connection with the performance of the work. The Lessee shall indemnify the Port Authority, and its Commissioners, officers, agents and employees, for all such injuries and damages, and for all loss suffered by reason thereof;

(iii) The risk of claims and demands, just or unjust, by third persons against the Port Authority, and its Commissioners, officers, agents and employees, arising or alleged to arise out of the performance of the work. The Lessee shall indemnify the Port Authority, and its Commissioners, officers, agents and employees, against and from all such claims and demands, and for all loss and expense incurred by it and by them in the defense, settlement or satisfaction thereof including without limitation thereto, claims and demands for death, for personal injury or for property damage, direct or consequential.

(c) Prior to the commencement of any of the Lessee's Construction Work, the Lessee shall submit to the Port Authority for its approval a Construction Application in the form supplied by the Port Authority, and containing such terms and conditions as the Port Authority may include, setting forth in detail by appropriate plans and specifications the work the Lessee proposes to perform and the manner of and time periods for performing the same, including without limitation a schedule listing each contract proposed to be entered into for the performance of the work and the estimated cost of the work to be performed under each such contract. The data to be supplied by the Lessee shall identify each of the items constituting the Lessee's Construction Work, and shall describe in detail the

systems, improvements, fixtures and equipment to be installed by the Lessee. The Lessee shall be responsible at its sole expense for retaining all architectural, engineering and other technical consultants and services as may be directed by the Port Authority and for developing, completing and submitting detailed plans and specifications for the work. The plans and specifications to be submitted by the Lessee shall be in sufficient detail for a contractor to perform the work and shall bear the seal of a qualified architect or professional engineer who shall be responsible for the administration of the work in accordance with the Port Authority's requirements. In connection with review by the Port Authority of the Lessee's submissions under this paragraph, the Lessee shall submit to the Port Authority, at the Port Authority's request, such data, detail or information as the Port Authority may find necessary. Following the Port Authority's receipt of the Lessee's Construction Application and complete plans and specifications, the Port Authority shall give its written approval or rejection thereof, or shall request such revisions or modifications thereto as the Port Authority may find necessary. The Port Authority shall endeavor to complete plan review within ten (10) days of receipt thereof. The Lessee shall not engage any contractor or permit the use of any subcontractor unless and until each such contractor or subcontractor, and the contract such contractor is operating under, have been approved by the Port Authority. The Lessee shall include in any such contract or subcontract such provisions as are required in accordance with the provisions of this Agreement and the Construction Application approved by the Port Authority. The Lessee shall obtain and maintain or cause each contractor to obtain and maintain in force such insurance coverage as is described in subparagraphs (j) and (k) of this paragraph and such performance bonds as the Port Authority may specify. All of the Lessee's Construction Work shall be performed by the Lessee in accordance with the Construction Application and final plans and specifications approved by the Port Authority, shall be subject to inspection by the Port Authority during the progress of the work and after the completion thereof, and the Lessee shall redo or replace at its own expense any work not done in accordance therewith. Upon final completion of all of the Lessee's Construction Work the Lessee shall deliver to the Port Authority a certificate to such effect signed by a responsible officer of the Lessee and by the architect or engineer who sealed the Lessee's plans pursuant to the provisions of this subparagraph certifying that all of the work has been performed in accordance with the approved plans and specifications and the provisions of this Agreement, and the Lessee shall supply the Port Authority with as-built drawings of the Lessee's Construction Work in such form and number requested by the Port Authority. The Lessee shall keep said drawings current during the term of the letting under the Lease as herein amended. No changes or modifications to such work shall be made without prior Port Authority consent. Following its receipt of the Lessee's certificate, the Port

Authority shall inspect the work and, unless such certification is not correct, or the Port Authority determines that the Additional Premises are unsuitable for occupancy and use by the Lessee, a certificate of final completion shall be delivered to the Lessee by the Port Authority.

(d) Except as set forth in subparagraph (e) of this paragraph, the Lessee shall not commence any portion of the Lessee's Construction Work until the Construction Application and plans and specifications covering such work, referred to in subparagraph (c) of this paragraph, have been finally approved by the Port Authority.

(e) If the Lessee desires to commence construction of portions of the Lessee's Construction Work prior to the approval by the Port Authority of the complete Construction Application and plans and specifications covering all of such work pursuant to subparagraph (c) of this paragraph, the Lessee shall submit to the Port Authority a separate Construction Application for each portion of the Lessee's Construction Work the Lessee so desires to commence (each such portion of the Lessee's Construction Work being hereinafter designated as "Partial Approval Work") which shall be executed by an authorized officer of the Lessee and shall be accompanied by final and complete plans, specifications, drawings, and data with respect to such portion of the Lessee's Construction Work (the final and complete plans, specifications, drawings, and data covering each such portion of the Lessee's Construction Work are hereinafter referred to as "the Partial Approval Work Plans" with respect to such portion of the Lessee's Construction Work) setting forth in detail the work to be performed in connection with each such portion of the Lessee's Construction Work. The Port Authority shall have full and complete discretion as to whether to permit the Lessee to proceed with the performance of any Partial Approval Work. If the Port Authority consents to the performance of any Partial Approval Work, the Port Authority shall review the Construction Application covering such work and shall give its written approval or rejection of the Partial Approval Work Plans with respect thereto or shall request such revisions or modifications thereto as the Port Authority may find necessary. Upon the Port Authority's approval of the Construction Application covering an item of Partial Approval Work and its approval of the Partial Approval Work Plans with respect thereto, the Lessee may proceed to perform such item of Partial Approval Work subject to and in accordance with the following terms and conditions:

(1) The performance by the Lessee of any item of Partial Approval Work in accordance with the Port Authority's approval will be at its sole risk and if for any reason the plans and specifications for the balance of the Lessee's Construction Work or, any part thereof, are not approved by the Port Authority

or if the approval thereof calls for modifications or changes in any item of Partial Approval Work undertaken by the Lessee under any approval granted by the Port Authority pursuant to this subparagraph, the Lessee will, as directed by the Port Authority, and at the Lessee's sole cost and expense, either restore the area affected to the condition existing prior to the commencement of such item of Partial Approval Work or make such modifications and changes to such work as may be required by the Port Authority.

(2) Nothing contained in any approval given pursuant to this subparagraph shall constitute a determination or indication by the Port Authority that the Lessee has complied with any laws, rules, orders, ordinances, enactments, resolutions, regulations, statutes, requirements, codes, directions, and executive orders, including but not limited to those of the City of Newark, which may pertain to the Partial Approval Work to be performed and which the Lessee is required to comply with pursuant to the Lease as herein amended.

(3) Each item of Partial Approval Work shall be performed in accordance with and subject to the terms and provisions of this Agreement covering the Lessee's Construction Work and in accordance with the approved Construction Application covering such item of Partial Approval Work and in accordance with the approved Partial Approval Work Plans constituting a part of such Construction Application, and subject to any requirements, stipulations, and provisions which the Port Authority may impose in its approval of the performance of such item of Partial Approval Work.

(4) No Partial Approval Work performed by the Lessee pursuant to the provisions of this subparagraph shall affect or limit the obligations of the Lessee under any prior approvals it may have obtained with respect to the Lessee's Construction Work.

(5) The fact that the Lessee has performed any item of Partial Approval Work and that the Port Authority has consented to the performance thereof shall not affect or limit the obligations of the Lessee under this Agreement with respect to the Lessee's Construction Work. The Lessee specifically understands that neither the Port Authority's approval of any Construction Application and Partial Approval Work Plans covering any item of Partial Approval Work nor the performance by the Lessee of any item of Partial Approval Work pursuant to such approval shall obligate the Port Authority to approve the Construction Application and plans and specifications submitted by the Lessee for the balance of the Lessee's Construction Work or shall create or be deemed to create any obligation on the part of the Port Authority to permit subsequent Partial Approval Work to be performed. Without limiting the generality of the

provisions of this subparagraph, it is specifically understood that the Port Authority may withhold its approval of a Construction Application and Partial Approval Work Plans covering any item of Partial Approval Work if the Port Authority determines that review of subsequent items of Partial Approval Work is required before the Port Authority can approve, reject, or comment upon such Partial Approval Work Plans.

(6) In the event that in the opinion of the Port Authority the Lessee at any time during the performance of any portion of any item of Partial Approval Work under the approval granted by the Port Authority pursuant to this subparagraph shall fail to comply with all of the provisions of this Agreement with respect to such work or shall fail to comply with the provisions of the Construction Application covering such work and the plans and specifications forming a part thereof, or shall fail to comply with any requirements, stipulations, or provisions imposed by the Port Authority in its approval of the performance of such item of Partial Approval Work, or if in the Port Authority's opinion the Lessee shall be in breach of any of the provisions of this Agreement covering such work or shall be in breach of any of the provisions of the Construction Application and plans and specifications covering the performance of such work, or shall be in breach of any requirements, stipulations, or provisions imposed by the Port Authority in its approval of the work, the Port Authority shall have the right to cause the Lessee to cease all or such part of such item of the Partial Approval Work as is being performed in violation of this Agreement, the Construction Application and plans and specifications, or the conditions of the Port Authority's approval. Upon written direction from the Port Authority, the Lessee shall promptly cease performance of the portion of the Partial Approval Work specified. The Lessee shall thereupon submit to the Port Authority for its written approval the Lessee's proposal for making modifications, corrections or changes in or to the item of Partial Approval Work that has been or is to be performed so that the same will comply with the provisions of this Agreement, the Construction Application and plans and specifications, or the conditions of the Port Authority's approval covering such work. The Lessee shall not commence construction of the portion of the Partial Approval Work that has been halted until it has received written approval of the proposed modifications, corrections or changes.

(7) It is hereby expressly understood and agreed that the Port Authority has no duty or obligation of any kind whatsoever to inspect or police the performance of any Partial Approval Work by the Lessee and the rights granted to the Port Authority hereunder shall not create or be deemed to create such a duty or obligation. Accordingly, the fact that the Port Authority has not exercised its right to require the Lessee to cease performance of all or any part of the Partial Approval Work shall not be or be deemed to be an agreement or acknowledgment on

the part of the Port Authority that the Lessee has in fact performed such work in accordance with the terms of this Agreement, the Construction Application and plans and specifications covering such work, or the conditions of the Port Authority's approval of such work, nor shall such fact be or be deemed to be a waiver by the Port Authority of any of the requirements of this Agreement with respect to such work, or any of the requirements of the Construction Application and plans and specifications covering such work, or any of the conditions of the Port Authority's approval of such work.

(f) Without limiting the generality of any of the provisions of this Agreement, the Lessee's Construction Work (including any Partial Approval Work performed by the Lessee) shall be performed in such a manner that there will be at all times during construction a minimum of air pollution, water pollution or any other type of pollution, and a minimum of noise emanating from, arising out of, or resulting from construction. Subject to the provisions of this Agreement, the Lessee shall construct such reasonable structures, fences, equipment, devices and other facilities as may be necessary or appropriate to accomplish the objectives set forth in this subparagraph, and, without limiting the generality of the foregoing, such construction shall be subject to the Port Authority's review and approval in accordance with the provisions of this paragraph.

(g) Without limiting the generality of subparagraph (c) of this paragraph the Lessee shall be solely responsible for the plans and specifications used by it and for the adequacy or sufficiency of such plans, specifications and all the improvements, fixtures, and equipment depicted thereon or covered thereby, regardless of the consent thereto or approval thereof by the Port Authority or the incorporation therein of any Port Authority requirements or recommendations. The Port Authority shall have no obligation or liability in connection with the performance of any of the Lessee's Construction Work or for the contracts for the performance thereof entered into by the Lessee. Any warranties extended or available to the Lessee in connection with the aforesaid work shall be for the benefit of the Port Authority as well as the Lessee. The Lessee shall conduct no public operations in the Additional Premises with respect to any improvements, fixtures or equipment constituting the Lessee's Construction Work until the Port Authority shall have notified the Lessee in writing that the Lessee's Construction Work has been completed or substantially completed to its satisfaction. In the event of any inconsistency between the provisions of this Agreement and those of the Construction Application referred to in subparagraph (c) of this paragraph the provisions of this Agreement shall control.

(h) Without limiting or affecting any other term or provision of this Agreement, the Lessee shall be solely

responsible for the design, adequacy and operation of all utility, mechanical, electrical, communications and other systems installed in the Additional Premises by the Lessee and all other improvements, additions, fixtures, finishes, decorations and equipment made or installed by the Lessee in the Additional Premises and shall do all preventive maintenance and make all repairs, replacements, rebuilding (ordinary or extraordinary, structural or non-structural) and painting necessary to keep such systems, improvements, additions, fixtures, finishes, decorations and equipment (whether the same involves structural or non-structural work) in the condition they were in when made or installed except for reasonable wear which does not adversely affect the efficient or proper utilization of any part of the Additional Premises.

(i) The Lessee shall pay all claims lawfully made against it by its contractors, subcontractors, materialmen and workmen, and all claims lawfully made against it by other third persons arising out of or in connection with or because of the performance of the work, and shall cause its contractors and subcontractors to pay all such claims lawfully made against them. Nothing herein contained shall be deemed to constitute consent to the creation of any lien or claim against the Additional Premises or any part thereof, nor to prevent the Lessee from contesting claims in good faith.

(j) In addition to all policies of insurance otherwise required by the Lease as herein amended, the Lessee shall procure and maintain or cause to be procured and maintained in effect during the performance of the Lessee's Construction Work:

(i) Comprehensive General Liability Insurance including but not limited to coverage for Products Liability-Completed Operations and for Broad Form Property Damage and Independent Contractor coverage, with a contractual liability endorsement covering the obligations assumed by the Lessee under subparagraph (b) of this paragraph, which coverage shall not exclude claims arising out of or in connection with work performed within fifty feet of railroad property, and which are customarily insured under such a policy, with a minimum combined single limit coverage for bodily injury and property damage of $25 million. Said insurance shall also include coverage for explosion, collapse and underground property damage hazards.

(ii) Comprehensive Automobile Liability Insurance covering all owned, non-owned or hired vehicles used in connection with said construction with a minimum combined single limit coverage for bodily injury and property damage of $3 million.

(iii) Workers' Compensation and Employers' Liability Insurance in accordance with the requirements of law. The Workers' Compensation Policy shall be specially endorsed to include Coverage - B under the Federal Employers' Liability Act.

(k) In addition to the insurance required pursuant to the provisions of subparagraph (j) of this paragraph, the Lessee shall procure or cause to be procured prior to the commencement of any work Builder's Risk Insurance (All Risk) covering loss or damage (including any loss or damage resulting from flood or earthquake) to any structures, improvements, fixtures and equipment and furnishing and materials on the Additional Premises during said construction, whether or not attached to the land, in an amount equal to the full replacement cost. Such insurance shall name the Port Authority as an insured and such policy shall provide that the loss shall be adjusted with the Port Authority, and that the proceeds thereof shall be paid to the Port Authority and shall be made available to the Lessee for and applied strictly and solely to the payment of the cost of the repair, replacement, rebuilding or other performance of the Lessee's Construction Work.

(l) With the exception of the Workers' Compensation and Employers' Liability Insurance policy each policy of insurance described in subparagraph (j) of this paragraph shall include the Port Authority as an additional insured, and no such policy shall contain any care, custody or control exclusions, or any exclusion for bodily injury to or sickness, disease or death of any employee of the Lessee or of any of its contractors which would conflict with or in any way impair the coverages resulting from the Port Authority's status as an additional insured or the coverage under the contractual liability endorsement described in subdivision (i) of subparagraph (j) of this paragraph. Such insurance shall also contain an endorsement providing that the protection afforded the Lessee thereunder with respect to any claim or action against the Lessee by a third party shall pertain and apply with like effect with respect to any claim or action against the Lessee by the Port Authority and against the Port Authority by the Lessee, but said endorsement shall not limit, vary, change or affect the protections afforded the Port Authority as an additional insured. Such insurance shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(m) Unless otherwise set forth herein, each policy of insurance described in subparagraphs (j) and (k) of this paragraph shall be subject to the applicable provisions of Section 15(e) of the Lease.

(n) Title to and property in all improvements and fixtures placed, constructed or installed in or on the Additional Premises, including all such improvements and fixtures as shall constitute the Lessee's Construction Work, shall vest in the Port Authority upon placement, construction or installation thereof and title to and property in any and all equipment and trade fixtures removable without substantial injury to the Additional Premises placed in or installed upon the Additional Premises shall vest in the Lessee upon the installation thereof. No equipment or trade fixtures shall be removed by the Lessee prior to the expiration date of the letting under the Lease as herein amended unless replaced with substantially similar property of equal or greater value. Without limiting any other term of the Lease as herein amended, and notwithstanding the foregoing provisions, upon notice given by the Port Authority either prior to or within sixty (60) days after expiration or earlier termination of the letting of the Additional Premises under the Lease as herein amended the Lessee shall remove from the Additional Premises any improvements, fixtures, trade fixtures, or equipment as the Port Authority may specify in its notice, and shall repair any damage to the Additional Premises caused by such removal.

(o) In the performance of the Lessee's Construction Work the Lessee shall not permit any situation or condition to continue that may cause or be conducive to any labor troubles at the Facility which interferes with the progress of other Construction Work at the Facility. The determinations of the Port Authority shall be conclusive on the Lessee and, upon notice from the Port Authority, the Lessee shall or shall cause its contractor to immediately rectify any condition specified in the notice. In the event of failure by the Lessee or any of its contractors to immediately comply with the requirements of this subparagraph (whether or not such failure is due to the Lessee's fault) the Port Authority by notice shall have the right to suspend the Port Authority's permission to the Lessee to proceed with any portion of the Lessee's Construction Work being performed by or on behalf of the Lessee, and the Lessee shall thereupon immediately cease the same. When labor troubles shall be so settled that such interference or the danger thereof no longer exists, the Port Authority by notice to the Lessee shall reinstate the permission to the Lessee to perform the work on all the same terms and conditions as before the suspension. "Labor troubles" shall mean and include strikes, boycotts, picketing, work-stoppages, slowdowns, complaints, disputes, controversies or any other type of labor trouble, regardless of the employer of the person involved or their employment status, if any.

(p) In consideration of the performance by the Lessee of the Lessee's Construction Work in accordance with the provisions of this Agreement, the Port Authority will pay to the Lessee a sum (which sum is hereinafter called "the Construction Work reimbursement Amount") equal to the lesser of: (1) the reasonable cost, as hereinafter defined, of the Lessee's Construction Work, or (2) Five Hundred Thousand Dollars and No Cents ($500,000.00). To the extent permitted by sound accounting practice, and subject to the terms and conditions of subparagraph (q) of this paragraph, the sum of the following items of cost incurred by the Lessee in performing the Lessee's Construction Work shall constitute the cost thereof for the purposes of this Agreement:

(1) The Lessee's payments to contractors;

(2) The Lessee's payments for supplies and materials;

(3) The Lessee's payments to persons, firms or corporations other than construction contractors or suppliers of materials, for services rendered or rights granted in connection with construction, not including services of the types mentioned in items (4), (5) and (6) of this subparagraph;

(4) The Lessee's payments of premiums for performance bonds and for the insurance the Lessee is required to maintain in effect in accordance with the provisions of subparagraphs (j) and (k) of this paragraph during the period of construction only;

(5) The Lessee's payments for engineering services in connection with the Lessee's Construction Work, and during the period of the construction only;

(6) The Lessee's payments for architectural, planning and design services in connection with the Lessee's Construction Work;

(7) The sum of the costs approved under items (4), (5) and (6) of this subparagraph shall not exceed 20% of the sum of the costs approved under items (1), (2) and (3) of this subparagraph; if in fact there is any such excess, such excess shall not be a part of the cost incurred by the Lessee in the performance of the Lessee's Construction Work for the purposes of this paragraph.

No payment or payments on account of administrative or other overhead costs and no payment to employees of the Lessee shall be included in the cost of the Lessee's Construction Work whether or not allocated to the cost of the Lessee's Construction Work by

the Lessee's own accounting practices. No payment to a firm or corporation wholly or partially owned by or in common ownership with the Lessee shall be included in the cost of the Lessee's Construction Work.

(q) Upon final completion of all of the Lessee's Construction Work to be performed by the Lessee as set forth in this paragraph, the Lessee shall submit to the Port Authority a certificate signed by a responsible officer of the Lessee certifying: (1) that all of the Lessee's Construction Work has been completed and was performed in accordance with the approved plans and specifications referred to in subparagraph (c) of this paragraph and the provisions of this Agreement; (2) the final cost of the Lessee's Construction Work and the total payments made by the Lessee on account of such cost; and (3) that except for the amount, if any, stated in such certificate to be due for services and materials, there is no outstanding indebtedness known to the person signing such certificate, after due inquiry, then due on account of the purchase of any equipment or fixtures described in the certificate or for labor, wages, materials, supplies or services in connection with any work described therein which, if unpaid, might become the basis of a vendor's, mechanic's, laborer's or materialmen statutory or similar lien or alleged lien upon such work or upon the Additional Premises or any part thereof, or upon the Lessee's leasehold interest therein, nor are any of the equipment or fixtures described in such certificate secured by any liens, mortgages, security interests or other encumbrances. Nothing contained herein shall be deemed or construed as a submission by the Port Authority to the application to itself of any such lien. Such certificate shall also contain a certification by the architect or engineer who sealed the Lessee's plans and specifications pursuant to the provisions of subparagraph (c) of this paragraph certifying that all of the Lessee's Construction Work has been performed in accordance with the approved plans and specifications. The Lessee shall also supply to the Port Authority such supporting documents and records as the Port Authority shall deem necessary to substantiate the matters set forth in the Lessee's certificate. If all of the work has been completed in accordance with said approved plans and specifications and the provisions of this Agreement and the Lessee's certificate is fully satisfactory to the Port Authority, the Port Authority shall pay to the Lessee on account of the cost of the Lessee's Construction Work the Construction Work Reimbursement Amount. No payment made by the Port Authority to the Lessee pursuant to this subparagraph shall be deemed final until the cost of the Lessee's Construction Work has been finally determined by the Port Authority, nor shall any such payment be deemed a final determination by the Port Authority of the cost of the Lessee's Construction Work. Such final determination shall occur only after the Port Authority has examined and approved the Lessee's certificate of cost and such records and other documentation of the Lessee as the Port

Authority shall deem necessary to substantiate such cost. The Lessee shall permit the Port Authority by its agents, employees and representatives at all reasonable times prior to a final determination of the cost of the Lessee's Construction Work to examine and audit the records and other documentation of the Lessee which pertain to and will substantiate such cost. In no event whatsoever shall the cost of any portion of the Lessee's Construction Work as finally determined and computed in accordance with the provisions of subparagraph (p) of this paragraph and in accordance with the provisions of this subparagraph include any expenses, outlays or charges whatsoever by or for the account of the Lessee for or in connection with any improvements, equipment or fixtures or the performance of any work unless such are actually and completely installed in and/or made to the Additional Premises nor shall cost include the costs of any equipment, fixture or improvements which are secured by liens, mortgages, other encumbrances or conditional bills of sale. If the cost of the Lessee's Construction Work as finally determined shall be less than the amount of the payment previously made by the Port Authority to the Lessee on account of the cost the Lessee's Construction Work pursuant to this paragraph, the Lessee shall pay the difference to the Port Authority within ten (10) days after notification to the Lessee stating the amount thereof; and if such cost shall be greater than the amount of such payment, the Lessee shall be entitled to a credit against the basic rental payable hereunder for the difference. No amount paid by the Port Authority to the Lessee pursuant to the provisions of this paragraph shall or shall be deemed to imply that the Lessee's Construction Work has been completed in accordance with law or the provisions of this Agreement.

(r) The Port Authority's entire obligation under the Lease as herein amended to make any payment to the Lessee on account of the Lessee's Construction Work shall be limited in amount to the Construction Work Reimbursement Amount. No contractor or third party shall or shall be deemed to have acquired any rights against the Port Authority by virtue of the execution of this Agreement and nothing contained herein shall operate or give to any such contractor or third party any claim or right of action against the Port Authority and its Commissioners, officers, agents and employees.

(s) Without limiting any of the terms and conditions hereof, the Lessee understands and agrees that it shall put into effect prior to the commencement of the Lessee's Construction Work an affirmative action program and Minority Business Enterprise (MBE) program and Women-owned Business Enterprise (WBE) program in accordance with the provisions of Schedule E, attached hereto and hereby made a part hereof. The provisions of Schedule E shall be applicable to the Lessee's contractor or contractors and subcontractors at any tier of

construction as well as to the Lessee, and the Lessee agrees to include the provisions of Schedule E in all of its construction contracts so as to make the provisions and undertakings set forth in Schedule E the direct obligation of the construction contractor or contractors and subcontractors at any tier of construction. The Lessee agrees to and shall require its contractors and subcontractors to furnish to the Port Authority such data, including but not limited to compliance reports, relating to the operation and implementation of the affirmative action, MBE, and WBE programs of the Lessee and its contractor, contractors, and subcontractors at any tier of construction called for under the provisions of this paragraph and Schedule E annexed hereto as the Port Authority may request at any time and from time to time and the Lessee agrees to and shall also require that its contractors and subcontractors at any tier of construction make and put into effect such modifications and additions thereto as may be directed by the Port Authority pursuant to the provisions of this paragraph and Schedule E annexed hereto to effectuate the goals of affirmative action, MBE, and WBE programs. The obligations imposed on the Lessee under this paragraph and Schedule E annexed hereto shall not be construed to impose any greater requirements on the Lessee than those which may be imposed on the Lessee under applicable law.

(t) In addition to and without limiting any terms and provisions hereof, the Lessee shall provide in all of its contracts and subcontracts covering the Lessee's Construction Work, or any portion thereof, that:

(1) The contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and shall undertake or continue existing programs of affirmative action to ensure that minority group persons are afforded equal employment opportunity without discrimination. Such programs shall include, but not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selections for training or retraining, including apprenticeships and on-the-job training;

(2) At the request of either the Port Authority or the Lessee, the contractor shall request such employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding and which is involved in the performance of the contract with the Lessee to furnish a written statement that such employment agency, labor union or representative shall not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will cooperate in the implementation of the contractor's obligations hereunder;

(3) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor in the performance of the contract, that all qualified applicants will be afforded equal employment opportunity without discrimination because of race, creed, color, national origin, sex, age, disability or marital status;

(4) The contractor will include the provisions of subdivisions (1) through (3) of this paragraph in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work in connection with the contract;

(5) "Contractor" as used in paragraph (s) and in this paragraph shall include each contractor and subcontractor at any tier of construction.

10. In addition to all other rights under the Lease, the Port Authority and the Lessee shall each have the right to terminate the letting of the Additional Premises on sixty (60) days' prior written notice to the other party in the event that the Lessee's permanent intermodal rail facility shall become operational; provided, however, that any notice given by the Lessee in accordance with the provisions of this paragraph shall not be effective if the Lessee is under notice of default as to which any applicable period to cure has passed, or is under notice of termination, from the Port Authority, either on the date of the giving of said notice or on the intended effective date thereof. Termination under the provisions of this paragraph shall have the same effect as if the effective date of termination stated in the notice were the date of expiration of the term of the letting of the Additional Premises under the Lease as herein amended.

11. (a) Attached hereto as Exhibit Y is a form of election pursuant to Section 142(b) of the Internal Revenue Code of 1986, as amended. The Lessee acknowledges that two counterparts of said form of election have been delivered to it by the Port Authority. Upon the execution of this Agreement by the Lessee and its delivery to the Port Authority, the Lessee shall execute the said two counterparts and deliver one fully executed counterpart to the Port Authority with its delivery of this Agreement, and the Lessee shall keep the second executed counterpart with its records for the balance of the entire term of the letting under the Lease as herein amended.

(b) The Lessee is not acquiring an ownership interest in the premises under the Lease as herein amended (which premises, as therein defined, are hereinafter in this paragraph referred to as "the Property"). The Lessee hereby irrevocably elects not to claim for purposes of federal, state or local taxation of income any depreciation deductions or investment tax

credits, for which it may be eligible with respect to the Property, including without limitation the Lessee's Construction Work identified in subparagraph (a) of paragraph 9 hereof. The Lessee further agrees that this irrevocable election shall be binding upon its successors in interest, if any, under the Lease as herein amended, and as a condition of any permitted sale or assignment of the interest of the Lessee under the Lease as herein amended, every successor in interest shall furnish an executed irrevocable election in the form of the immediately preceding sentence to the Port Authority. The foregoing shall not grant or be deemed to grant to the Lessee the right to sell or assign, in any manner, its interests under the Lease as herein amended.

(c) In the event the Lessee records any documents in lieu of recording the Lease or this Agreement, such documents shall incorporate the substance of subparagraph (b) of this paragraph.

(d) It is understood that the election set forth in subparagraph (b) of this paragraph shall not apply to any personal property of the Lessee (including equipment and trade fixtures) removable without material damage to the premises leased to the Lessee pursuant to the Lease as herein amended which are installed by the Lessee in or on the premises leased to the Lessee pursuant to the Lease as herein amended and which shall be deemed to be and remain the property of the Lessee.

12. If the Port Authority shall not give possession of the Additional Premises on the date fixed in paragraph 1 hereof for the commencement of the term thereof, by reason of the fact that the Additional Premises or any part thereof are in the course of construction, repair, alteration or improvement or by reason of the fact that any occupant thereof failed or refused to deliver possession to the Port Authority, or by reason of any cause or condition beyond the control of the Port Authority, the Port Authority shall not be subject to any liability for the failure to give possession on said date. No such failure to give possession on the date of commencement of the term of the letting of the Additional Premises shall in any wise affect the validity of this Agreement or the Lease or the obligations of the Lessee hereunder or thereunder, nor shall the same be construed in any wise to extend the term of the letting of the Additional Premises beyond the date stated in paragraph 1 hereof for the expiration thereof. However, the Rental Commencement Date of November 1, 2001 set forth in paragraph 6(b)(1) hereof shall not commence until possession of the Additional Premises is tendered by the Port Authority to the Lessee and said Rental Commencement Date shall be postponed one day for each day past September 1, 2001 that the delivery of possession of the Additional Premises is delayed; the tender shall be made by notice given at least five (5) days prior to the effective date of the tender and in the

event that such notice of tender is not given for possession to commence on or before one hundred eighty-five (185) days after the date stated in paragraph 1 for the commencement of the term of the letting of the Additional Premises, then the contemplated letting of the Additional Premises shall be and be deemed cancelled, except that each party shall and does hereby release the other party of and from any and all claims or demands based on the contemplated letting of the Additional Premises, or a breach or alleged breach of any provision of this Agreement regarding the Additional Premises. Nothing contained in this paragraph shall affect in any way the letting under the Lease as herein amended of the premises other than the Additional Premises, the letting as to which shall continue in full force and effect notwithstanding any cancellation of the letting of the Additional Premises under this paragraph.

13. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect.

14. The Lessee represents and warrants that no broker has been concerned in the negotiation of this Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation or execution of this Agreement.

15. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

16. This Agreement, together with the Lease (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and

the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

ACTING SECRETARY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____
RICHARD M. LARRABEE

(Title) DIRECTOR, PORT COMMERCE DEPT.

(Seal)

WITNESS:

PORT NEWARK CONTAINER TERMINAL LLC

By _____
THOMAS J. FIMMERS

(Title) Manager

APPROVED:
FORM
TERMS

(a) If at any time the Lessee shall become entitled to an abatement of basic rental under the provisions of the Lease as herein amended or otherwise, such abatement shall be computed as follows:

(1) For each square foot of usable open area the use of which is denied to the Lessee, at the annual rate of $ 0.22

(2) For each square foot of usable covered area the use of which is denied to the Lessee, at the annual rate of N/A

(b) If no rates are filled in above then the abatement of basic rental shall be made on an equitable basis, giving effect to the amount and character of the area the use of which is denied the Lessee, as compared with the entire area of such character included in the premises.

(c) If an exemption amount is fixed in the Lease as herein amended the basic rental shall be reduced in the same proportion as the total basic rental is abated.

(d) In the event that during the term of the letting under the Lease as herein amended the Lessee shall be partially evicted (actually or constructively) and shall remain in possession of the premises or the balance thereof, the Lessee agrees that notwithstanding it might have the right to suspend payment of the rent in the absence of this provision, it will pay at the times and in the manner herein provided, the full basic rental less only an abatement thereof computed in accordance with the above.

Standard Endorsement No. L27.4

Abatement

All Marine Terminals

10/6/68

SCHEDULE E

PART I

Affirmative Action Guidelines - Equal Employment Opportunity

I. The Lessee agrees to comply with and the Lessee shall require the Contractor, as hereinafter defined, to comply with the provisions set forth hereinafter and in paragraphs (s) and (t) of paragraph 9 of the Agreement to which this schedule is attached (herein called "the Agreement"). The provisions set forth in this Part I are similar to the conditions for bidding on federal government contracts adopted by the Office of Federal Contract Compliance and effective May 8, 1978.

The Lessee agrees fully to comply with and shall require each bidder, contractor and subcontractor of the Lessee and each subcontractor of a contractor at any tier of construction (herein collectively referred to as "the Contractor") fully to comply with the following conditions set forth in this Schedule as to each construction trade to be used on the construction work or any portion thereof (said conditions being herein called "Bid Conditions"). The Lessee hereby agrees to commit itself to the goals for minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions. The Lessee agrees to require the Contractor to commit itself to the said goals for minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions by submitting a properly signed bid.

II. The Lessee agrees to and shall require the Contractor to appoint an executive of its respective company to assume the responsibility for the implementation of the requirements, terms and conditions of the following Bid Conditions:

(a) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work are as follows:

(1) Minority participation: 32%

(2) Female participation: 6.9%

These goals are applicable to all the Contractor's construction work performed in and for the premises.

The Contractor's specific affirmative action obligations set forth herein of minority and female employment and training shall be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make good faith efforts to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract. Compliance with the goals will be measured against the total work hours performed.

(b) The Contractor shall provide written notification to the Lessee and the Lessee agrees to provide written notification to the Manager of the Equal Opportunity Programs Unit of the Port Authority within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

(c) As used in these specifications:

(1) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

(2) "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(d) Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the construction work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 those provisions which include the applicable goals for minority and female participation.

(e) The Contractor shall implement the specific affirmative action standards provided in subparagraphs (1) through (16) of paragraph (h) hereof. The goals set forth above are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the premises. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

(f) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations hereunder.

(g) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period, and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

(h) The Contractor shall take specific affirmative actions to ensure equal employment opportunity ("EEO").

The evaluation of the Contractor's compliance with these provisions shall be based upon its good faith efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

(1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each phase of the construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other supervisory personnel at the premises are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at the premises.

(2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

(4) Provide immediate written notification to the Lessee when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and training programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (2) above.

(6) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the Contractor's newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the Contractor's EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(7) Review, at least every six months the Contractor's EEO policy and affirmative action obligations hereunder with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-premises supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at the premises. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

(9) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations and to State-certified minority referral agencies serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the premises and in other areas of a Contractor's workforce.

(11) Tests and other selection requirements shall comply with 41 CFR Part 60-3.

(12) Conduct, at least every six months, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations hereunder are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and supplies, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least every six months, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

(i) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (subparagraphs (1)-(16) of Paragraph (h) above). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Paragraph (h) hereof provided that the Contractor actively participates in the group, makes good faith efforts to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes good faith efforts to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.

(j) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation hereof if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation hereof if a specific minority group of women is underutilized).

(k) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

(l) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

(m) The Contractor shall carry out such sanctions and penalties for violation of this clause including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered by the Lessee. Any Contractor who fails to carry out such sanctions and penalties shall be in violation hereof.

(n) The Contractor, in fulfilling its obligations hereunder shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph (h) hereof so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of these provisions, the Lessee shall proceed accordingly.

(o) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

(p) Nothing herein provided shall be construed as a limitation upon the application of any laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(q) Without limiting any other obligation, term or provision under the Lease, the Contractor shall cooperate with all federal, state or local agencies established for the purpose of implementing affirmative action compliance programs and shall comply with all procedures and guidelines established or which may be established by the Port Authority.

PART II

Minority Business Enterprises/Women-Owned Business Enterprises

The Lessee agrees to and shall require the general contractor or other construction supervisor and each of the Lessee's contractors to use every good faith effort to provide for meaningful participation by Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) in the construction work, pursuant to the provisions hereof and in accordance with the Agreement. For purposes hereof, Minority Business Enterprise (MBE) shall mean any business enterprise which is at least fifty-one percentum owned by or in the case of a publicly owned business, at least fifty-one percentum of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing. For the purposes hereof, Women-owned Business Enterprise (WBE) shall mean any business enterprise which is at least fifty-one percentum owned by, or in the case of a publicly owned business, at least fifty-one percentum of the stock of which is owned by women and such ownership is real, substantial and continuing. A minority shall be as defined in paragraph II(c) of Part I of this Schedule E. "Meaningful participation" shall mean that at least seventeen percent (17%) of the total dollar value of the construction contracts (including subcontracts) covering the construction work are for the participation of Minority Business Enterprises and Women-owned Business Enterprises, of which at least twelve percent (12%) are for the participation of Minority Business Enterprises. Good faith efforts to include meaningful participation by MBEs and WBEs shall include at least the following:

(a) Dividing the Work to be subcontracted into smaller portions where feasible.

(b) Actively and affirmatively soliciting bids for subcontracts from MBEs and WBEs, including circulation of solicitations to minority and female contractor associations. The Contractor shall maintain records detailing the efforts made to provide for meaningful MBE and WBE participation in the Work, including the names and addresses of all MBEs and WBEs contacted and, if any such MBE or WBE is not selected as a joint venturer or subcontractor, the reason for such decision.

(c) Making plans and specifications for prospective construction work available to MBEs and WBEs in sufficient time for review.

(d) Utilizing the list of eligible MBEs and WBEs maintained by the Port Authority or seeking minorities and women from other sources for the purpose of soliciting bids for subcontractors.

(e) Encouraging the formation of joint ventures, partnerships or other similar arrangements among subcontractors, where appropriate, to insure that the Lessee and Contractor will meet their obligations hereunder.

(f) Insuring that provision is made to provide progress payments to MBEs and WBEs on a timely basis.

(g) Not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs, where appropriate.

For the Port Authority

Initialled:

For the Lessee

EXHIBIT Y

ELECTION

(PURSUANT TO SECTION 142 (b) OF THE INTERNAL REVENUE CODE OF 1986)

1. PORT NEWARK CONTAINER TERMINAL LLC (hereinafter called "the Lessee") pursuant to an Agreement of Lease bearing Port Authority Lease No. L-PN-264 (hereinafter, as the same has been heretofore amended, modified and supplemented, called "the Lease") made under date of December 1, 2000, between the Lessee and The Port Authority of New York and New Jersey (hereinafter called "the Port Authority"), as supplemented by that certain agreement made between the Port Authority and the Lessee, dated as of August 31, 2001 and denominated "Supplement No. 1" to the Lease (hereinafter called "the Supplement"), has leased a site and the structures, improvements, additions, buildings and facilities located or to be located thereon at Port Newark, all as described in the Lease and the Supplement (hereinafter called "the Leased Premises") to be used basically as marine terminal premises constituting a portion of a public port for a term commencing on December 1, 2000 and expiring November 30, 2030.

2. The principal office of the Port Authority is at One World Trade Center, New York, New York 10048 and its taxpayer identification number is 13-6400654W.

3. The principal office of the Lessee is at 99 Wood Avenue South, Iselin, New Jersey 08830, and its taxpayer identification number is 22-3730069.

4. Capital expenditures in connection with the Leased Premises are expected to be made in whole or in part by the Port Authority from "exempt facility bonds" (within the meaning of Section 142(a) of the Internal Revenue Code of 1986) issued by the Port Authority from time to time with respect to "the Lessee's Construction Work" as defined in paragraph 9 of the Supplement (such capital expenditures with respect to the Lessee's Construction Work being hereinafter called "the Property").

5. The Lessee has not acquired and is not acquiring an ownership interest in the Property. The Lessee hereby irrevocably elects not to claim for purposes of federal, state or local taxation of income any depreciation or investment credits, with respect to the Property. The Lessee further agrees that this irrevocable election shall be binding upon its successors in interest, if any, under the Lease, and as a condition of any permitted sale or assignment of the interest of the Lessee under the Lease, every successor in interest shall furnish an executed irrevocable election in the form of the immediately preceding sentence to the Port Authority. The foregoing shall not grant or

be deemed to grant to the Lessee the right to sell or assign, in any manner, its interests under the Lease.

6. It is understood that the foregoing election shall not apply to any personal property of the Lessee (including equipment and trade fixtures) removable without material damage to the Leased Premises, installed by the Lessee in or on the Leased Premises pursuant to the Lease or the Supplement, and which are deemed to be and remain the property of the Lessee.

WITNESS:

R.D.L

PORT NEWARK CONTAINER TERMINAL LLC

By THOMAS J. SIMMERS

(Title) Manager

Dated: 6 September 2001

Form - All-Purpose Ack. N.Y. (rev 9/1/99)

STATE OF NEW ~~YORK~~ Jersey)
) ss.
COUNTY OF ~~NEW YORK~~ Essex)

On the 23rd day of Oct in the year 2001, before me, the undersigned, a Notary Public in and for said state, personally appeared RICHARD M. LARRABEE DIRECTOR, PORT COMMERCE DEPT., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(notarial seal and stamp)

MICHELE LEAHEY
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 6, 2006

STATE OF New Jersey)
) ss.
COUNTY OF Middlesex)

On the 6th day of Sept. in the year 2001, before me, the undersigned, a Notary Public in and for said state, personally appeared THOMAS J. SIMMERS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(notarial seal and stamp)

SUSAN AGLIPAY
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JAN 20, 2003

Port Authority Lease No. L-PN-264
Supplement No. 2

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of November 26, 2001, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and PORT NEWARK CONTAINER TERMINAL LLC (hereinafter called "the Lessee"),

WITNESSETH, That:

WHEREAS, heretofore and as of December 1, 2000, the Port Authority and the Lessee entered into an agreement of lease (hereinafter, as the said agreement of lease has been heretofore amended, modified and supplemented, called "the Lease") covering premises at Port Newark, in the City of Newark, County of Essex and State of New Jersey; and

WHEREAS, the Port Authority and the Lessee desire to amend the Lease;

NOW, THEREFORE, for and in consideration of the foregoing and the agreements hereinafter contained the Port Authority and the Lessee hereby agree as follows:

1. (a) The Lessee has previously made representations to the Port Authority in Section 48 of the Lease regarding the entities having direct or indirect beneficial ownership of the Lessee, which Section 48 imposes restrictions on the transfer of certain ownership interests of certain of the aforesaid entities such that such transfers are subject to the Lessee's obtaining the prior written approval of the Port Authority. One such restriction applies to any transfer of the five hundred (500) membership interests in the Lessee (constituting fifty percent (50%) of all of the membership interests in the Lessee) owned by P&O Nedlloyd B.V. (which corporation is hereinafter called "PONLBV" and its five hundred (500) membership interests are hereinafter collectively called "the Nedlloyd Membership Interest"), a corporation organized and existing under the laws of the Netherlands and having an office and place of business at Boompjes 40, 3011 XB Rotterdam, Netherlands. The Lessee has requested that the Port Authority grant its approval to the transfer of the Nedlloyd Membership Interest to Farrell Lines Incorporated (hereinafter called "Farrell"), a corporation organized and existing under the laws of the State of Delaware and having an office and place of

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business at One Meadowlands Plaza, East Rutherford, New Jersey 07094. The Lessee hereby represents, knowing that the Port Authority is relying on the accuracy of such representation, that the following two corporations have been formed for the purpose of effecting the transfer of the Nedlloyd Membership Interest from PONLBV to Farrell: (1) P&O Nedlloyd Container Terminals and Shipping B.V. (hereinafter called "Nedlloyd Container Terminals"), a corporation organized and existing under the laws of the Netherlands and having an office and place of business at Boompjes 40, 3011 XB Rotterdam, Netherlands, and which is a wholly-owned subsidiary of PONLBV; and (2) P&O Nedlloyd Terminal Holdings, Inc. (hereinafter called "Nedlloyd Terminal Holdings"), a corporation organized and existing under the laws of the State of Delaware and having an office and place of business at One Meadowlands Plaza, East Rutherford, New Jersey 07094, and which is a wholly-owned subsidiary of Nedlloyd Container Terminals. The Lessee hereby further represents, knowing that the Port Authority is relying on the accuracy of such representation, that P&O Nedlloyd Limited (hereinafter called "Nedlloyd Limited"), a corporation organized and existing under the laws of England and having an office and place of business at One Meadowlands Plaza, East Rutherford, New Jersey 07094, has one hundred percent (100%) of the direct beneficial ownership of Farrell. The Lessee hereby further represents, knowing that the Port Authority is relying on the accuracy of such representation, that the transfer of the Nedlloyd Membership Interest from PONLBV to Farrell will be effected as follows: (i) Nedlloyd Limited will transfer all of the issued and outstanding capital stock of Farrell to Nedlloyd Terminal Holdings, such that Farrell will be a wholly-owned subsidiary of Nedlloyd Terminal Holdings; (ii) PONLBV will thereafter cause the Nedlloyd Membership Interest to be contributed to Nedlloyd Container Terminals; (iii) Nedlloyd Container Terminals will thereafter cause the Nedlloyd Membership Interest to be contributed to Nedlloyd Terminal Holdings; and (iv) Nedlloyd Terminal Holdings will thereafter cause the Nedlloyd Membership Interest to be contributed to Farrell.

(b) Subject to the terms and conditions set forth below in this subparagraph and in subparagraph (c) of this paragraph, the Port Authority hereby grants its approval under Section 48 of the Lease to the transfer of the Nedlloyd Membership Interest from PONLBV to Farrell by means of the transactions described in subparagraph (a) of this paragraph. The Lessee agrees that from and after the effective date of said transfer of the Nedlloyd Membership Interest from PONLBV to Farrell, Section 48 of the Lease shall be and be deemed amended as follows: (1) Farrell shall be and be deemed substituted for PONLBV in paragraph (a)(1) of said Section 48 as the owner of

five hundred (500) of the membership interests in the Lessee; (2) Farrell shall be and be deemed substituted for PONLBV in paragraph (a)(3) of said Section 48 as one of the two entities subject to the restrictions on the transfer of membership interests in the Lessee, and all of said restrictions shall apply to Farrell as the direct owner of five hundred (500) membership interests in the Lessee; (3) the second sentence of paragraph (a)(4) of said Section 48 shall be and be deemed deleted therefrom and the following sentence shall be and be deemed substituted in lieu thereof: "The Lessee further represents and agrees for itself, PONL and Farrell, and any successor in interest thereof, respectively, that without the prior written approval of the Port Authority, PONL shall maintain direct or indirect beneficial ownership of one hundred percent (100%) of PONLBV and Farrell."; and (4) subdivision (ii) of paragraph (a)(6) of said Section 48 shall be and be deemed deleted therefrom and the following subdivision (ii) shall be and be deemed substituted in lieu thereof: "(ii) said acquiring corporation shall also acquire the direct or indirect beneficial ownership of one hundred percent (100%) of PONLBV and Farrell and said acquiring corporation shall continue the operation of the Shipping Business."

(c) The Lessee acknowledges and agrees that P&O Nedlloyd Container Line Limited (hereinafter called "PONL"), a corporation organized and existing under the laws of England and having an office and place of business at Beagle House, Braham Street, London E1 8EP, England, is engaged in "the Shipping Business" as defined in Section 48(a)(2) of the Lease, and Farrell is not engaged in the Shipping Business for any purpose of said Section 48.

2. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect, including without limitation all of the terms, provisions, covenants and conditions of Section 48 thereof.

3. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

4. This Agreement, together with the Lease (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument

in writing duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

Karen E. Eastman
Acting Secretary

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

By _____

(Title) RICHARD M. LARRABEE
DIRECTOR, PORT COMMERCE DEPT.

(Seal)

WITNESS:

_____

PORT NEWARK CONTAINER TERMINAL LLC

By _____

(Title) Manager

APPROVED:
FORM
TERMS

Form - All-Purpose Ack. N.Y. (rev 9/1/99)

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 15th day of January in the year 2002 before me, the undersigned, a Notary Public in and for said state, personally appeared RICHARD M. LARRABEE DIRECTOR, PORT COMMERCE DEPT. , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Linda C Handel
(notarial seal and stamp)

LINDA C HANDEL
My Commission Expires
January 3 2006
No. 01HA6035589

STATE OF New Jersey)
) ss.
COUNTY OF Bergen)

On the 21st day of Dec in the year 2001, before me, the undersigned, a Notary Public in and for said state, personally appeared MICHAEL J. WHITE , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Kathleen Lovatt
(notarial seal and stamp)

KATHLEEN LOVATT
Notary Public of New Jersey
Commission Expires 6/29/2002

PORT NEWARK CONTAINER TERMINAL L.L.C.

UNANIMOUS WRITTEN CONSENT OF THE
BOARD OF MANAGERS IN LIEU OF A MEETING
Pursuant to Delaware General Corporation Law

The undersigned, being all of the Managers of Port Newark Container Terminal L. L.C., a limited liability Delaware corporation (the "Corporation"), hereby adopt the following resolutions:

RESOLVED, that the form, terms and transactions contemplated by Supplemental Agreement No. 2 to Lease Agreement between The Port Authority of New York and New Jersey and Port Newark Container Terminal L.L.C. dated as of December 1, 2000, covering premises at Port Newark, State of New Jersey, a copy of which Supplemental Agreement No. 2 has been attached to and made a part of this Consent, be, and it hereby is in all respects, authorized, approved, adopted and ratified; and be it further

RESOLVED, that the form, terms and transactions contemplated by the Novation and Amendment Agreement novating the membership interest of P&O Nedlloyd B. V. to its indirect wholly-owned subsidiary, Farrell Lines Incorporated, a copy of which has been attached hereto, be in all respects, authorized, approved, adopted and ratified.

RESOLVED, that Michael J. White be, and he hereby is, authorized and directed, in the name and on behalf of the Corporation, to execute and deliver Supplemental Agreement No. 2 and to take all such other actions as may be necessary, appropriate or advisable in connection with the said Supplemental Agreement No. 2 as such person executing the same deems necessary or appropriate, the execution and delivery thereof by such person constituting conclusive evidence of such person's authority so to do.

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Consent as of the 11th day of December, 2001.

Pieter Bas Bredius

Rutger van Slobbe

Robert Scavone

Patrick Walters

Thomas J. Simmers

Michael J. White

PORT NEWARK CONTAINER TERMINAL L.L.C.

UNANIMOUS WRITTEN CONSENT OF THE
BOARD OF MANAGERS IN LIEU OF A MEETING
Pursuant to Delaware General Corporation Law

The undersigned, being all of the Managers of Port Newark Container Terminal L. L.C., a limited liability Delaware corporation (the "Corporation"), hereby adopt the following resolutions:

RESOLVED, that the form, terms and transactions contemplated by Supplemental Agreement No. 2 to Lease Agreement between The Port Authority of New York and New Jersey and Port Newark Container Terminal L.L.C. dated as of December 1, 2000, covering premises at Port Newark, State of New Jersey, a copy of which Supplemental Agreement No. 2 has been attached to and made a part of this Consent, be, and it hereby is in all respects, authorized, approved, adopted and ratified; and be it further

RESOLVED, that the form, terms and transactions contemplated by the Novation and Amendment Agreement novating the membership interest of P&O Nedlloyd B. V. to its indirect wholly-owned subsidiary, Farrell Lines Incorporated, a copy of which has been attached hereto, be in all respects, authorized, approved, adopted and ratified.

RESOLVED, that Michael J. White be, and he hereby is, authorized and directed, in the name and on behalf of the Corporation, to execute and deliver Supplemental Agreement No. 2 and to take all such other actions as may be necessary, appropriate or advisable in connection with the said Supplemental Agreement No. 2 as such person executing the same deems necessary or appropriate, the execution and delivery thereof by such person constituting conclusive evidence of such person's authority so to do.

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Consent as of the 11th day of December, 2001.

Pieter Bas Bredius

Rutger van Slobbe

Robert Scavone

Patrick Walters

Thomas J. Simmers

Michael J. White

Port Authority Lease No. L-PN-264
Supplement No. 3

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of March 25, 2002, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and PORT NEWARK CONTAINER TERMINAL LLC (hereinafter called "the Lessee"),

WITNESSETH, That:

WHEREAS, heretofore and as of December 1, 2000, the Port Authority and the Lessee entered into an agreement of lease (hereinafter, as the said agreement of lease has been heretofore amended, modified and supplemented, called "the Lease") covering premises at Port Newark, in the City of Newark, County of Essex and State of New Jersey; and

WHEREAS, the Port Authority and the Lessee desire to amend the Lease;

NOW, THEREFORE, for and in consideration of the foregoing and the agreements hereinafter contained the Port Authority and the Lessee hereby agree as follows:

1. Subject to all of the provisions of this Agreement, the Port Authority and the Lessee agree that the Port Authority shall perform on behalf of the Lessee the "Specific Work Items", as that term is defined in Section 8(a)(1) of the Lease, described in subdivisions (viii) and (ix) of said Section 8(a)(1) respectively as "the dredging of approximately one thousand eight hundred seventy-five (1,875) linear feet of the berthing area eastward from Station 31+50 to forty-nine (49) feet below mean low water" and "the dredging of approximately one thousand eight hundred seventy-five (1,875) linear feet of the berthing area eastward from Station 31+50 to fifty-two (52) feet below mean low water" (hereinafter collectively called "the Berths 57, 59 and 61 Dredging"). The Lessee acknowledges that "the Added Space", as that term is defined in Section 44 of the Lease, has not been added to the premises under the Lease and that as a result, and in accordance with the provisions of Section 8(a)(7) of the Lease, the Lessee does not have the right to perform the "Additional Specific Work Items", as that term is defined in said Section 8(a)(7), described in subdivisions (dd) and (ee) of said Section 8(a)(7) respectively as "the dredging of approximately four hundred twenty-five (425) linear feet of the berthing area

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eastward from Station 50.75 to forty-nine (49) feet below mean low water" and "the dredging of approximately four hundred twenty-five (425) linear feet of the berthing area eastward from Station 50.75 to fifty-two (52) feet below mean low water" (hereinafter collectively called "the Berth 63 Dredging"). Notwithstanding the matters set forth in the immediately preceding sentence, the Lessee has requested that the Port Authority perform the Berth 63 Dredging on behalf of the Lessee, and the Port Authority and the Lessee agree that the Port Authority shall perform the Berth 63 Dredging in conjunction with the Berths 57, 59 and 61 Dredging (which two dredgings are hereinafter collectively called "the Fifty-two Foot Dredging"), subject to all of the terms and conditions of this Agreement including, without limitation, the payment by the Lessee of the cost of the Berth 63 Dredging as part of "the Port Authority's Costs of the Fifty-two Foot Dredging", as that term is defined in paragraph 3 hereof, in accordance with the provisions of said paragraph 3. The parties agree that this Agreement is being entered into solely for the purpose of facilitating the performance of certain of "the Lessee's Construction Work", as that term is defined in Section 8(a)(1) of the Lease, and except to the extent that any provision of this Agreement is specifically inconsistent with the provisions of the Lease, nothing contained in this Agreement shall increase, expand, alter, or limit any of the rights or obligations of either party as set forth in the Lease. Without limiting the generality of the provisions of the immediately preceding sentence, the parties agree that nothing contained in this Agreement shall create or be deemed to create any right on the part of the Lessee to have the Added Space added to the premises under the Lease as herein amended.

2. The Port Authority shall provide the Lessee with ten (10) days' prior written notice of the commencement of the Fifty-two Foot Dredging or any portion thereof, and if a portion thereof, a description of the berthing area to be dredged. Upon giving the aforesaid notice(s), and subject to the provisions of Section 36 of the Lease entitled "Force Majeure", the Port Authority shall proceed to deepen the berthing area to be dredged as specified in said notice (or such portion thereof as may be necessary), either directly or through a contractor, to a depth of fifty-two (52) feet below mean low water to such sloped depths as are deemed appropriate by the Port Authority, and which shall include normal overdraft amounts. The term "mean low water" as used in this paragraph shall mean mean low water as most recently at the time of execution of this Agreement determined by observations of the United States Coast and Geodetic Survey. Notwithstanding the foregoing, any dredging required under this

Agreement shall be only such as shall produce (or leave in place) such depths and slopes as may be required in the opinion of the Port Authority for underwater support of structures, which opinion shall be controlling. The Port Authority's obligation to perform the Fifty-two Foot Dredging shall be conditioned upon all necessary permits and governmental authorizations for said dredging having been obtained, including any such permits and governmental authorizations regarding the dredging, transportation or disposal of dredged material.

3. Upon completion of the Fifty-two Foot Dredging, the Port Authority shall by written certification notify the Lessee that the said dredging work has been completed and set forth the items of cost described below in this paragraph with respect to said work. Within sixty (60) days of its receipt of said certification, the Lessee shall pay to the Port Authority "the Port Authority's Costs of the Fifty-two Foot Dredging", as that term is hereinafter defined in this paragraph. "The Port Authority's Costs of the Fifty-two Foot Dredging" shall mean all payments by the Port Authority made on account of the performance by the Port Authority of the Fifty-two Foot Dredging, with said dredging to be calculated from the difference in bottom elevations as determined by pre-dredge soundings and the bottom elevations (including normal overdredge amounts) called for hereunder, and with such costs to include, but not be limited to, payments on account of dredging, transportation, processing (including amendment, separation, removal, transportation and disposal of trash and debris), disposal (including mobilization at disposal sites) of any dredged material, insurances, compliance with environmental laws (including any required testing) and obtaining necessary permits, work to address unanticipated site conditions, and an amount equal to one hundred fifteen percent (115%) of all of the direct staff costs to the Port Authority attributable to all of the foregoing, with such direct staff costs to include, without limitation, planning and engineering work relating to the Fifty-two Foot Dredging.

4. The provisions of Sections 8(c), 8(e), and 8(o) of the Lease shall not be applicable to the Fifty-two Foot Dredging if performed under this Agreement.

5. Section 8(a)(3) of the Lease shall be amended as follows: in lieu of the Lessee's being entitled to receive the credit set forth therein commencing on the first day of the first full calendar month following the delivery to the Lessee by the Port Authority of the certificate of final completion referred to in the eleventh through the thirteenth lines of said Section 8(a)(3), the Lessee shall be entitled to receive the credit set forth in said Section 8(a)(3) commencing on the first day of the

first full calendar month following the payment to the Port Authority by the Lessee of the Port Authority's Costs of the Fifty-two Foot Dredging in accordance with the provisions of paragraph 3 of this Agreement.

6. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect.

7. The Lessee represents and warrants that no broker has been concerned in the negotiation of this Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation or execution of this Agreement.

8. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

9. This Agreement, together with the Lease (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and

the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

SECRETARY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By RICHARD M. LARRABEE

(Title) DIRECTOR, PORT COMMERCE DEPT.

(Seal)

WITNESS:

PORT NEWARK CONTAINER TERMINAL LLC

By

(Title) Manager

APPROVED:
FORM
TERMS

Form - All-Purpose Ack. N.Y. (rev 9/1/99)

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 1ST day of NOV. in the year 2002, before me, the undersigned, a Notary Public in and for said state, personally appeared RICHARD M. LARRABEE DIRECTOR, PORT COMMERCE DEPT. personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

MILLIE DOMINGUEZ
Notary Public - State of New York
NO. 01DO6051706
Qualified in Bronx County
My Commission Expires 12/4/03

(notarial seal and stamp)

STATE OF NEW JERSEY)
) ss.
COUNTY OF MIDDLESEX)

On the 18TH day of JULY in the year 2002, before me, the undersigned, a Notary Public in and for said state, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(notarial seal and stamp)

SUSAN AGLIPAY
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JAN 20, 2003

UNANIMOUS WRITTEN CONSENT
OF MANAGERS OF
PORT NEWARK CONTAINER TERMINAL L.L.C.

The undersigned, being all of the managers of Port Newark Container Terminal L.L.C., a Delaware limited liability company (the "Company"), acting in lieu of a meeting pursuant to Article 9.8 of that certain Limited Liability Agreement dated as of August 1, 2000, by and among P&O Ports North America Inc., P&O Nedlloyd B.V., and the Company, hereby consent to the adoption of the following resolutions and actions set forth herein as of the date and year set forth below:

WHEREAS, there has been presented to the managers for their consideration a substantially final draft of a certain supplement no. 3 (the "Lease Supplement") to the Lease Agreement dated December 1, 2000 (No. L-PN-264) (the "Lease") between the Port Authority of New York and New Jersey (the "Port Authority") and the Company, relating to the performance of certain dredging activities required under the Lease, as more fully described in the Lease Supplement.

NOW, THEREFORE, it is

RESOLVED, that the form, terms and provisions of the Lease Supplement be, and hereby are, authorized, adopted and approved, in such form and containing such terms and conditions, with such changes, additions, deletions, amendments or modifications, as the manager executing the same deems necessary, proper or advisable; and it is further

RESOLVED, that all actions taken by the managers of the Company prior to the date of this Unanimous Written Consent which are within the authority conferred hereby are ratified and approved; and it is further

RESOLVED, that the managers and officers of the Company be, and they hereby are, authorized and directed to take such action and execute and deliver on behalf of the Company such documents and/or instruments as may be necessary to accomplish the intent of the resolutions herein; and it is further

RESOLVED, that the managers and officers of the Company be, and each of them acting alone hereby is, authorized, empowered and directed to execute, deliver and cause the performance of the Lease Supplement, in the name and on behalf of the Company, with such changes therein, deletions therefrom or additions thereto as the manager or officer executing the same shall approve, the execution and delivery thereof to be conclusive evidence of the approval and ratification thereof by such manager or officer and by the Board of Managers; and it is further

RESOLVED, that the managers and officers of the Company be, and each of them acting alone hereby is, authorized and empowered to take, from time to time in the name and on behalf of the Company, such actions and execute and deliver such certificates, instruments, notices and documents, including amendments thereto, as may be required from time to time or as such manager or officer may deem necessary, advisable or proper in order to carry out and perform the obligations of the Company under the Lease Supplement, or any other instrument or documents executed pursuant to or in connection with the Lease Supplement; all such certificates, instruments, notices and documents to be executed and delivered in such form

as the manager executing the same shall approve, the execution and delivery thereof by such manager to be conclusive evidence of the approval and ratification thereof by such manager or officer and by the Board of Managers of the Company.

The actions taken by the execution of this Unanimous Written Consent shall have the same force and effect as if taken at a meeting of the Board of Managers of the Company duly called and constituted in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent as of this 3rd day of June, 2002.

Rob Scavone

Patrick Walters

Thomas J. Simmers

Rutger van Slobbe

Pieter Bas Bredius

Michael White

Port Authority Lease No. L-PN-264
Supplement No. 4

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made ab initio as of the 1st day of December, 2000, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and PORT NEWARK CONTAINER TERMINAL LLC (hereinafter called "the Lessee"),

WITNESSETH, That:

WHEREAS, heretofore and as of December 1, 2000, the Port Authority and the Lessee entered into an agreement of lease (hereinafter, as the said agreement of lease has been amended, modified and supplemented, called "the Lease") covering premises at Port Newark, in the City of Newark, County of Essex and State of New Jersey; and

WHEREAS, the Port Authority and the Lessee desire to amend the Lease;

NOW, THEREFORE, for and in consideration of the foregoing and the agreements hereinafter contained the Port Authority and the Lessee hereby agree as follows:

1. The addendum attached hereto and marked "Addendum No. 1 to Exhibit I to Lease No. L-PN-264 between The Port Authority of New York and New Jersey and Port Newark Container Terminal LLC" is hereby made a part of Exhibit I of the Lease as set forth in Section 9 of the Lease (which addendum is herein and in the Lease referred to as "Addendum I")

2. The paragraph constituting Section 44 of the Lease, commencing with the phrase, "Subject to the provisions" and ending with the phrase, "Section 9 hereof" is hereby deleted in its entirety from the Lease ab initio as of the 1st day of December 2000 and the following paragraphs (a) through (f) shall be deemed to have been inserted ab initio as of the 1st day of December, 2000 in lieu thereof to read as follows:

"(a) The following terms when used in this Agreement shall have the respective meanings given below:

(1) 'Added Environmental Survey' shall mean Addendum I attached to Supplement No 4 of the Lease, as amended.

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(2) 'Added Space' shall collectively mean the open area shown in stipple and the water area shown in honeycomb on Exhibit A, Sheet 4 of the Lease.

(3) 'Effective Date' shall mean June 1st, 2002.

(b) Effective at 12:01 o'clock A.M. on the Effective Date, in addition to the premises heretofore let to the Lessee under the Lease, the letting of which shall continue in full force and effect, the Port Authority hereby lets to the Lessee and the Lessee hires and takes from the Port Authority upon all the terms, provisions, covenants and conditions of the Lease, as amended, the Added Space at Port Newark in the City of Newark, in the County of Essex and State of New Jersey, together with the buildings, structures, fixtures, improvements, and other property, if any, of the Port Authority located or to be located or constructed therein or thereon (the Added Space and all of the foregoing buildings, structures, fixtures, improvements, and other property, if any, of the Port Authority being herein collectively called the "Added Premises"), all of the Added Premises to be and become a part of the premises let under the Lease subject to all the terms, provisions, covenants and conditions of the Lease, as amended.

(c) In the event that the Added Environmental Survey indicates that remediation of the Added Space and/or the assumption of additional obligations is required, such remediation and/or additional obligations shall be subject to and in accordance with the provisions of Section 9 of this Agreement.

(d) Effective as of the Effective Date, the Lessee shall pay an annual basic rental to the Port Authority for the Added Premises (which basic rental is herein called the 'Added Premises Basic Rental') throughout the remainder of the term of the letting as follows:

(i) during the period from the Effective Date through November 30, 2002, the Added Premises Basic Rental shall be in the amount of One Hundred Fifty-one Thousand Three Hundred Fifty-seven Dollars and Fifty Cents ($151,357.50) per annum and shall be payable in advance in equal monthly installments of Twelve Thousand Six Hundred Thirteen Dollars and Thirteen Cents ($12, 613.13) on the first day of each calendar month thereafter occurring during such period; and

(ii) during the period from December 1, 2002 through November 30, 2030, the Added Premises Basic Rental shall be in the amount of Two Hundred One Thousand Eight Hundred Ten Dollars and No Cents ($201,810.00) per annum and shall be payable in advance in equal monthly installments of Sixteen Thousand Eight Hundred Seventeen Dollars and Fifty Cents ($16,817.50) on the first day of each calendar month thereafter occurring during such period, as the same shall be adjusted in accordance with the provisions of paragraph (e) of this Section

(e) The Added Premises Basic Rental set forth in paragraph (d)(ii) of this Section, as the same may have been most recently adjusted in accordance with this paragraph (e), shall be adjusted during the term of the letting in accordance with the provisions of this paragraph (e).

(1) As used in this paragraph (e):

(i) 'Index' shall mean the Consumer Price Index for All Urban Consumers - New York-Northern New Jersey-Long Island, NY-NJ-CT (All Items, unadjusted 1982-84=100) published by the Bureau of Labor Statistics of the United States Department of Labor.

(ii) 'Added Premises Basic Rental Base Period' shall mean, as the context requires, the calendar month of November 2001 and the calendar month of November (excluding November 2029 and 2030) in each calendar year which thereafter occurs during the term of the letting under this Agreement.

(iii) 'Added Premises Basic Rental Adjustment Period' shall mean, as the context requires, the calendar month of November 2002 and the calendar month of November (excluding November 2030) in each calendar year which thereafter occurs during the term of the letting under this Agreement.

(iv) 'Added Premises Basic Rental Adjustment Date' shall mean, as the context requires, December 1, 2002 and each anniversary of such date which thereafter occurs during the term of the letting under this Agreement.

(v) 'Added Premises Basic Rental Percentage Increase' shall mean the percentage of increase in the Index on each Added Premises Basic Rental Adjustment Date equal to a fraction the numerator of which shall be the Index for the Added Premises Basic Rental Adjustment Period immediately preceding such Added Premises Basic Rental Adjustment Date less the Index for the Added Premises Basic Rental Base Period preceding such Added Premises Basic Rental Adjustment Period by one year and the denominator of which shall be the Index for the Added Premises Basic Rental Base Period preceding such Added Premises Basic Rental Adjustment Period by one year.

(2) Commencing on each Added Premises Basic Rental Adjustment Date and for the period commencing with such Added Premises Basic Rental Adjustment Date and continuing through to the day preceding the next Added Premises Basic Rental Adjustment Date, or the expiration date of the term of the letting under this Agreement, as the case may be, both dates inclusive, in lieu of the Added Premises Basic Rental set forth in paragraph (d)(ii) of this Section the Lessee shall pay a Added Premises Basic Rental at a rate per annum equal to the greater of:

(i) the sum obtained by adding to the Added Premises Basic Rental payable immediately prior to such Added Premises Basic Rental Adjustment Date (including all amounts included therein as a result of prior adjustments thereof pursuant to the provisions of this paragraph) the product obtained by multiplying such Added Premises Basic Rental by one hundred percent (100%) of the Added Premises Basic Rental Percentage Increase for such Added Premises Basic Rental Adjustment Date; provided, however, that for purposes of the calculation of the Added Premises Basic Rental payable for the one-year period commencing on December 1, 2002, the Added Premises Basic Rental payable immediately prior to such Added Premises Basic Rental Adjustment Date shall be deemed to be set forth in paragraph (e)(ii) of this Section; or

(ii) the product obtained by multiplying the Added Premises Basic Rental payable immediately prior to such Added Premises Basic Rental Adjustment Date (including all amounts included therein as a result of prior adjustments thereof pursuant to the provisions of this paragraph) by one hundred two and five one-hundredths percent (102.5%); provided, however, that for purposes of the calculation of the Added Premises Basic Rental payable for the one-year period commencing on December 1, 2002, the Added Premises Basic Rental payable immediately prior to such Added Premises Basic Rental Adjustment Date shall be deemed to be the Added Premises Basic Rental set forth in paragraph (d)(ii) of this Section

(3) Notwithstanding any other provision of this Agreement, the Added Premises Basic Rental that shall be payable pursuant to paragraph (d)(ii) of this Section and this paragraph (e) commencing with each Added Premises Basic Rental Adjustment Date and continuing through to the day preceding the following Added Premises Basic Rental Adjustment Date, or the expiration date of the term of the letting under this Agreement, as the case may be, both dates inclusive, shall in no event exceed the product obtained by multiplying the Added Premises Basic Rental payable immediately prior to such Added Premises Basic Rental Adjustment Date (including all amounts included therein as a result of prior adjustments thereof pursuant to the provisions of this paragraph) by one hundred four percent (104%); provided, however, that for purposes of the calculation of the Added Premises Basic Rental payable for the one-year period commencing on December 1, 2002, the Added Premises Basic Rental payable immediately prior to such Added Premises Basic Rental Adjustment Date shall be deemed to be the Added Premises Basic Rental set forth in paragraph (d)(ii) of this Section. For example, if the Added Premises Basic Rental Percentage Increase for the calendar month of November, 2002 is shown to be three percent (3%) then the Added Premises Basic Rental payable under paragraph (d)(ii) of this Section and this paragraph (e) for the one-year period commencing December 1, 2002 shall be $201,810.00 plus three percent (3%) thereof or $207,864.30, but if (1) said increase is shown to be two percent (2%) or less then the Added Premises Basic Rental for that one-year period shall be $206,855.25, and if (2) said increase is shown to be five percent (5%) or more then the basic annual rental for that one-year period shall be $209,882.40.

(4) In the event the Index to be used in computing any adjustment referred to in paragraph (b) of this Section is not available on the effective date of such adjustment, the Lessee shall continue to pay the Added Premises Basic Rental at the annual rate then in effect subject to retroactive adjustment at such time as the specified Index becomes available, provided, however, that the Port Authority may at its option substitute for such Index the Index for the latest preceding month then published to constitute the specified Index. In the event the United States Consumer Price Index for All Urban Consumers - New York-Northern New Jersey-Long Island, NY-NJ-CT (All Items, unadjusted 1982-84=100) shall hereafter be converted to a different standard reference base or otherwise revised or the United States Department of Labor shall cease to publish the United States Consumer Price Index for All Urban Consumers - New York-Northern New Jersey-Long Island, NY-NJ-CT (All Items, unadjusted 1982-84=100), then for the purposes hereof there shall be substituted for the Index such other appropriate index or indices properly reflecting changes in the value of current United States money in a manner similar to that established in the Index used in the latest adjustment as the Port Authority may in its discretion determine.

(5) If after an adjustment in Added Premises Basic Rental shall have been fixed for any period, the Index used for computing such adjustment shall be changed

or adjusted, then the rental adjustment for that period shall be recomputed and from and after notification of the change or adjustment, the Lessee shall make payments based upon the recomputed rental and upon demand shall pay any excess in the Added Premises Basic Rental due for such period as recomputed over amounts theretofore actually paid on account of the Added Premises Basic Rental for such period. If such change or adjustment results in a reduction in the Added Premises Basic Rental due for any period prior to notification, the Port Authority will credit the Lessee with the difference between the Added Premises Basic Rental as recomputed for that period and amounts of Added Premises Basic Rental actually paid.

(6) If any adjustment of Added Premises Basic Rental referred to in this paragraph (e) of this Section is effective on a day other than the first day of a calendar month, there shall be payable in advance on the effective date of rental adjustment an installment of Added Premises Basic Rental equal to 1/12th of the increment of annual Added Premises Basic Rental as adjusted multiplied by a fraction, the numerator of which shall be the number of days from the effective date of the rental adjustment to the end of the calendar month in which the rental adjustment was effective and the denominator of which shall be the number of days in that calendar month.

(f) The Lessee acknowledges that is has not relied upon any representation or statement of the Port Authority or its Commissioners, officers, employees or agents as to the condition of the Added Premises or the suitability thereof for the operations permitted on the Added Premises by this Agreement. The Port Authority shall deliver the Added Premises in its presently existing 'as is' condition. The Lessee, prior to the execution of Supplement No. 4 to the Lease, thoroughly examined the Added Premises as existing and has found the same to be suitable and satisfactory for the operations of the Lessee contemplated and permitted under this Agreement. The Lessee agrees to and shall take the Added Premises in its 'as is' condition and the Port Authority shall have no obligations under this Agreement for finishing work or preparation of any portion of the Added Premises for the Lessee's use. Without limiting any obligation of the Lessee to commence operations under this Agreement at the time and in the manner stated elsewhere in this Agreement, the Lessee agrees that no portion of the Added Premises will be used initially or at any time during the letting which is in a condition unsafe or improper for the conduct of the operations of the Lessee, so that there is possibility of injury or damage to life or property, and the lessee further agrees that before any use it will immediately correct any such unsafe or improper condition."

3. Effective as of the Effective Date, subparagraph (a)(29) of Section 9 of the Lease shall be deemed amended by redesignating clause (iv) of said subparagraph (a)(29) as clause "(v)" and by inserting the following new clause (iv) immediately after clause (iii) thereof to read as follows:

"(iv) the area within a radius of one hundred (100) feet from Soil Boring MW-1 as identified in the Initial Environmental Survey, "

4. It is recognized that the RAW contained tests results for certain Analyzed Items for monitoring wells MW-5 and MW-11 identified in the Initial Environmental Survey which were different than the test results set forth in the Initial Environmental Survey. It is hereby agreed that the test results set forth in the exhibit attached hereto, hereby made a part

hereof and marked "Exhibit I-A" and entitled "Addendum No. I to Initial Environmental Survey" shall be and become a part of the Initial Environmental Survey and the ground water test results for each of the Analyzed Items set forth in Exhibit I-A attached hereto shall with respect to monitoring wells MW-5 and MW-11 replace the tests results for such Analyzed Items set forth in the Initial Environmental Survey attached to the Lease when it was executed, provided, however, in making any determination of the concentration of arsenic in the ground water at the locations of MW-5 and MW-11, the ground water at the locations of MW-5 and MW-11 shall be sampled and analyzed using the United States Environmental Protection Agency low-flow sampling methods to minimize turbidity.

5. Without waiving any rights or remedies of the Port Authority or any obligations of the Lessee under the Lease as herein amended, including without limitation paragraph (n) of Section 9 of the Lease, as herein amended, the Lessee agrees that it shall promptly locate, overdrill and decommission at its sole cost and expense and in accordance with all Environmental Requirements, including without limitation NJAC7:9-9.1, the wells located on the premises that were installed as part of the Initial Environmental Survey. Without limiting the generality of the foregoing, a Well Abandonment Report is to be completed for each well and signed by the certified well sealer performing the work. If during the overdrilling, the well cannot be found, the certified well sealer must indicate in the Well Abandonment Report that every effort has been made to locate the well and provide an explanation as to why the well cannot be located. Photo documentation showing the overdrilling at the location of the former well is to be performed. All Well Abandonment Reports, including photo documentation, is to be provided to the Manager of the Facility.

6. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

7. This Agreement, together with the Lease (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in

writing in the Lease or in this Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

(Secretary)

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____
RICHARD M. LARRABEE

(Title) DIRECTOR, PORT COMMERCE DEPT.

(Seal)

WITNESS:

(Secretary)

JoAnn A. McAleer
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 10/16/2007

PORT NEWARK CONTAINER TERMINAL LLC

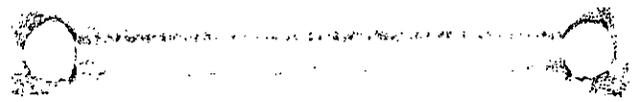
By _____
DONALD P. HAMM

(Title) PRESIDENT MANAGER

(Seal)

Gary Willmot
Manager

APPROVED:
FORM | TERMS
SE by NR



Port Authority Lease No. L-PN-264
Supplement No. 5

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made *ab initio* as of the first day of October, 2002, by and between **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** (hereinafter called the "Port Authority") and **PORT NEWARK CONTAINER TERMINAL LLC** (hereinafter called the "Lessee"),

WITNESSETH, That:

WHEREAS, heretofore and as of December 1, 2000, the Port Authority and the Lessee entered into an agreement of lease (the said agreement of lease, as it has heretofore been amended, modified and supplemented, being hereinafter called the "Lease") covering premises at Port Newark, in the City of Newark, County of Essex and State of New Jersey; and

WHEREAS, the Port Authority and the Lessee desire to add to the premises under the Lease and to amend the Lease in certain other respects;

NOW, THEREFORE, for and in consideration of the foregoing and the agreements hereinafter contained the Port Authority and the Lessee hereby agree as follows:

1. In addition to the premises heretofore let to the Lessee under the Lease, the letting of which shall continue in full force and effect upon all the terms, provisions, covenants and conditions of the Lease, the Port Authority hereby lets to the Lessee and the Lessee hires and takes from the Port Authority at Port Newark (hereinafter called the "Facility") in the City of Newark, in the County of Essex and State of New Jersey, the space shown in diagonal cross hatching outlined by the points numbered 1 through 6 on the sketch annexed hereto, marked "Exhibit A-1a" and hereby made a part hereof, together with all the buildings, structures, fixtures, improvements, additions, facilities and other property, if any, of the Port Authority located or to be located or constructed therein or thereon (the said space and all of the foregoing buildings, structures, fixtures, improvements, additions, facilities and other property, if any, of the Port Authority being hereinafter sometimes collectively called "Area A1A"), all of Area A1A to be and become a part of the premises under the Lease from and after October 8, 2002 (said date being hereinafter called the "Area A1A Commencement Date"), at 12:01 o'clock A.M. and continuing through the expiration or earlier termination of the Lease.

2. The Lessee shall use Area A1A for the purposes set forth in the Section of the Lease entitled "*Rights of User*" and for no other purpose whatsoever.

CONFORMED COPY

3. (a) The Lessee shall pay to the Port Authority a basic rental for Area A1A (the "A1A Basic Rental") as follows:

(1) For the period from the Area A1A Commencement Date through November 30, 2004, at the annual rate of Two Hundred Forty-four Thousand Two Hundred Eighty-seven Dollars and Eighty-four Cents ($244,287.84) payable in advance in equal monthly installments of Twenty Thousand Three Hundred Fifty-seven Dollars and Thirty-two Cents ($20,357.32) on the Area A1A Rent Commencement Date, as defined in paragraph (b) of this Section, and on the first day of each calendar month thereafter through November 30, 2004;

(2) For the period from December 1, 2004, through November 30, 2005, at the annual rate of Seven Hundred Thirty-two Thousand Eight Hundred Sixty-three Dollars and Twenty-eight Cents ($732,863.28) payable in advance in equal monthly installments of Sixty-one Thousand Seventy-one Dollars and Ninety-four Cents ($61,071.94) on said December 1, 2004, and on the first day of each calendar month thereafter through November 30, 2005;

(3) For the period from December 1, 2005, through November 30, 2010, at the annual rate of Nine Hundred Seventy-seven Thousand One Hundred Fifty-one Dollars and No Cents ($977,151.00) payable in advance in equal monthly installments of Eighty-one Thousand Four Hundred Twenty-nine Dollars and Twenty-five Cents ($81,429.25) on said December 1, 2005, and on the first day of each calendar month thereafter through November 30, 2010, as the same shall be adjusted in accordance with the provisions of Section 4 of this Agreement; and

(4) For the period from December 1, 2010, throughout the balance of the term of the letting under the Lease, at an annual rate equal to the product obtained by multiplying (i) the adjusted annual basic rental for all of the premises shown on Sheets 1, 2, 3 and 4 of Exhibit A attached to the Lease pursuant to the provisions of Sections 3 and 4 of the Lease and paragraphs (d) and (e) of Section 2 of Supplement No. 4 thereto for the one-year period commencing on December 1, 2009, and ending on November 30, 2010, by (ii) a factor of Nine and Three Hundred Fourteen Thousandths Percent (.09314), subject to adjustment as set forth in the following sentences, payable in advance in equal monthly installments of one-twelfth of said annual amount on said December 1, 2010, and on the first day of each calendar month thereafter throughout the balance of the term of the letting under the Lease, as the same shall be adjusted in accordance with the provisions of Section 4 of this Agreement. The factor set forth in clause (ii) of this subparagraph (4) is the ratio of 653,858.4, being the size of Area A1A in rentable square feet, divided by 7,020,129.6, being the size in rentable square feet of the portions of the premises shown on Sheets 1, 2, 3, and 4 of Exhibit A attached to the Lease, in each case as of the effective date of this Agreement. In the event that a part of the portions of the premises shown on said sheets or a portion of Area A1A shall be surrendered to the Port Authority pursuant to written agreement with the Lessee or

additional areas at the facility shall be let to the Lessee at the same rate, and adjusted on the same basis, as set forth in Sections 3 and 4 of the Lease and paragraphs (d) and (e) of Section 2 of Supplement No. 4 thereto with respect to the portions of the premises shown on said sheets, then, in such event, the factor set forth in said clause (ii) shall be recomputed by dividing (W) the rentable square footage in Area A1A, as set forth above or, if a portion of Area A1A has been surrendered, as may be set forth in the agreement providing for such surrender, by (X) the rentable square footage in the continuing portions of the premises shown on said sheets, as set forth above, or if a part of the portions of the premises shown on said sheets has been surrendered to the Port Authority or additional areas at the facility shall be let to the Lessee at the rate set forth in said Sections of the Lease and Supplement No. 4 thereto, as set forth in the surrender agreement or the supplemental or other agreement providing for such surrender or for the letting of such additional area or areas at the facility, and rounding the result at five decimal places. In the further event that such agreement or agreements reducing the size of Area A1A or reducing or enlarging the portions of the premises let to the Lessee at the rates set forth in Sections 3 and 4 of the Lease and paragraphs (d) and (e) of Section 2 of Supplement No. 4 thereto do not set forth the size in rentable square feet of the areas surrendered or added, do not set forth the resulting size of Area A1A or of the portions of the premises let to the Lessee at such rates, and do not amend this subparagraph (4) to adjust the factor set forth in said clause (ii), or in the event that a part of Area A1A or of such portions of the premises shall be taken by condemnation or required by the Port Authority to comply with governmental requirements as provided in Section 19 of the Lease, then, in either event, the parties, acting in good faith, shall by agreement between them make such adjustment to said factor as they shall deem proper, prior to computing the basic rental for Area A1A for the one-year period commencing on December 1, 2009, and ending on November 30, 2010, as the same shall be adjusted in accordance with the provisions of Section 4 of this Agreement.

(b) For the purposes of this Agreement the term "Area A1A Rent Commencement Date" shall mean December 1, 2003.

4. The Area A1A Basic Rental set forth in subparagraphs (3) and (4) of paragraph (a) of Section 3 of this Agreement, as the same may have been most recently adjusted in accordance with this Section 4, shall be adjusted during the term of the letting in accordance with the provisions of this Section 4.

(a) As used in this Section:

(1) "Index" shall mean the Consumer Price Index for All Urban Consumers - New York-Northern New Jersey-Long Island, NY-NJ-CT (All Items, unadjusted 1982-84=100) published by the Bureau of Labor Statistics of the United States Department of Labor.

(2) "Area A1A Basic Rental Base Period" shall mean, as the context requires, the calendar month of November 2004 and the calendar month of November (excluding November 2029 and 2030) in each calendar year which thereafter occurs during the term of the letting under this Agreement.

(3) "Area A1A Basic Rental Adjustment Period" shall mean, as the context requires, the calendar month of November 2005 and the calendar month of November (excluding November 2030) in each calendar year which thereafter occurs during the term of the letting under this Agreement.

(4) "Area A1A Basic Rental Adjustment Date" shall mean, as the context requires, December 1, 2005, and each anniversary of such date which thereafter occurs during the term of the letting under this Agreement.

(5) "Area A1A Basic Rental Percentage Increase" shall mean the percentage of increase in the Index on each Area A1A Basic Rental Adjustment Date equal to a fraction, the numerator of which shall be the Index for Area A1A Basic Rental Adjustment Period immediately preceding such Area A1A Basic Rental Adjustment Date less the Index for Area A1A Basic Rental Base Period preceding such Area A1A Basic Rental Adjustment Period by one year and the denominator of which shall be the Index for Area A1A Basic Rental Base Period preceding such Area A1A Basic Rental Adjustment Period by one year.

(b) Commencing on each Area A1A Basic Rental Adjustment Date and for the period commencing with such Area A1A Basic Rental Adjustment Date and continuing through to the day preceding the next Area A1A Basic Rental Adjustment Date, or the expiration date of the term of the letting under this Agreement, as the case may be, both dates inclusive, in lieu of Area A1A Basic Rental set forth in subparagraphs (3) and (4) of paragraph (a) of this Section 3 of this Agreement the Lessee shall pay an Area A1A Basic Rental at a rate per annum equal to the greater of:

(1) the sum obtained by adding to the Area A1A Basic Rental payable immediately prior to such Area A1A Basic Rental Adjustment Date (including all amounts included therein as a result of prior adjustments thereof pursuant to the provisions of this paragraph) the product obtained by multiplying such Area A1A Basic Rental by one hundred percent (100%) of the Area A1A Basic Rental Percentage Increase for such Area A1A Basic Rental Adjustment Date; *provided, however*, that for purposes of the calculation of the Area A1A Basic Rental payable for the one-year periods commencing on December 1, 2005, and December 1, 2010, the Area A1A Basic Rentals payable immediately prior to such Area A1A Basic Rental Adjustment Date shall be deemed to be the annual amounts set forth in subparagraphs (3) and (4), respectively, of paragraph (a) of Section 3 of this Agreement; or

(2) the product obtained by multiplying the Area A1A Basic Rental payable immediately prior to such Area A1A Basic Rental Adjustment Date

(including all amounts included therein as a result of prior adjustments thereof pursuant to the provisions of this paragraph) by one hundred two and five tenths percent (102.5%); *provided, however*, that for purposes of the calculation of Area A1A Basic Rental payable for the one-year periods commencing on December 1, 2005, and December 1, 2010, the Area A1A Basic Rental payable immediately prior to such Area A1A Basic Rental Adjustment Date shall be deemed to be the annual amounts set forth in subparagraphs (3) and (4), respectively, of paragraph (a) of Section 3 of this Agreement.

(c) Notwithstanding any other provision of this Agreement, the Area A1A Basic Rental that shall be payable pursuant to subparagraphs (3) and (4) of paragraph (a) of Section 3 of this Agreement and this Section commencing with each Area A1A Basic Rental Adjustment Date and continuing through to the day preceding the following Area A1A Basic Rental Adjustment Date, or the expiration date of the term of the letting under this Agreement, as the case may be, both dates inclusive, shall in no event exceed the product obtained by multiplying the Area A1A Basic Rental payable immediately prior to such Area A1A Basic Rental Adjustment Date (including all amounts included therein as a result of prior adjustments thereof pursuant to the provisions of this paragraph) by one hundred four percent (104%); *provided, however*, that for purposes of the calculation of the Area A1A Basic Rental payable for the one-year periods commencing on December 1, 2005, and December 1, 2010, the Area A1A Basic Rental payable immediately prior to such Area A1A Basic Rental Adjustment Date shall be deemed to be the annual amounts set forth in subparagraphs (3) and (4), respectively, of paragraph (a) of Section 3 of this Agreement. For example, if the Area A1A Basic Rental Percentage Increase for the calendar month of November, 2005, is shown to be three percent (3%) then the Area A1A Basic Rental payable under subparagraph (3) of paragraph (a) of Section 3 of this Agreement and this Section for the one-year period commencing December 1, 2005, shall be Nine Hundred Seventy-seven Thousand One Hundred Fifty-one Dollars and No Cents ($977,151.00) plus three percent (3%) thereof or One Million Six Hundred Thousand Four Hundred Sixty-five Dollars and Fifty-three Cents ($1,006,465.53), but if (1) said increase is shown to be two and four tenths percent (2.4%) or less then the Area A1A Basic Rental for that one-year period shall be One Million One Hundred Thousand Five Hundred Seventy-nine Dollars and Seventy-eight Cents ($1,001,579.78), and if (2) said increase is shown to be five percent (5%) or more then the basic annual rental for that one-year period shall be One Million Sixteen Hundred Thousand Two Hundred Thirty-seven Dollars and Four Cents ($1,016,237.04).

(d) In the event the Index to be used in computing any adjustment referred to in paragraph (b) of this Section is not available on the effective date of such adjustment, the Lessee shall continue to pay the Area A1A Basic Rental at the annual rate then in effect subject to retroactive adjustment at such time as the specified Index becomes available, *provided, however*, that the Port Authority may at its option substitute for such Index the Index for the latest preceding month then published to constitute the specified Index. In the event the United States Consumer Price Index for All Urban Consumers - New York-Northern New Jersey-Long Island, NY-NJ-CT (All Items, unadjusted 1982-84=100) shall hereafter be converted to a different standard reference base or otherwise revised or the United States Department of Labor shall cease to publish the United States Consumer Price Index for All Urban Consumers - New York-Northern New Jersey-Long Island, NY-NJ-CT (All Items,

unadjusted 1982-84=100), then for the purposes hereof there shall be substituted for the Index such other appropriate index or indices properly reflecting changes in the value of current United States money in a manner similar to that established in the Index used in the latest adjustment as the Port Authority may in its discretion determine.

(e) If after an adjustment in Area A1A Basic Rental shall have been fixed for any period, the Index used for computing such adjustment shall be changed or adjusted, then the rental adjustment for that period shall be recomputed and from and after notification of the change or adjustment, the Lessee shall make payments based upon the recomputed rental and upon demand shall pay any excess in Area A1A Basic Rental due for such period as recomputed over amounts theretofore actually paid on account of Area A1A Basic Rental for such period. If such change or adjustment results in a reduction in Area A1A Basic Rental due for any period prior to notification, the Port Authority will credit the Lessee with the difference between Area A1A Basic Rental as recomputed for that period and amounts of Area A1A Basic Rental actually paid.

(f) If any adjustment of Area A1A Basic Rental referred to in this Section is effective on a day other than the first day of a calendar month, there shall be payable in advance on the effective date of the rental adjustment an installment of Area A1A Basic Rental equal to 1/12th of the increment of the annual Area A1A Basic Rental as adjusted multiplied by a fraction, the numerator of which shall be the number of days from the effective date of the rental adjustment to the end of the calendar month in which the rental adjustment was effective and the denominator of which shall be the number of days in that calendar month.

5. (a) Effective as of the date of the Lease, Section 45 of the Lease shall be deleted in its entirety and shall be of no force or effect.

(b) Effective as of the date of the Lease, the words and figure, "Two Million Dollars and No Cents ($2,000,000.00)", set forth in the seventeenth and eighteenth lines of Section 8B of the Lease shall be deemed deleted and the words and figure, "Three Million Eight Hundred Thousand Dollars and No Cents ($3,800,000.00)", shall be deemed inserted in lieu thereof, and for all the purposes of the Lease the term "Wharf Rehabilitation Reimbursement Amount" shall mean up to Three Million Eight Hundred Thousand Dollars and No Cents ($3,800,000.00).

(c) Effective as of the date of Supplement No. 1 to the Lease, paragraph (b) of Section 6 of said Supplement No. 1 shall be deemed deleted and the following shall be deemed inserted in lieu thereof:

"(b) 'Rental Commencement Date' shall mean October 1, 2002."

(d) Effective as of the date of Supplement No. 1 to the Lease, Section 12 of said Supplement No. 1 shall be deemed deleted in its entirety.

(e) Effective as of the date of Supplement No.1 to the Lease, the words and figure, "Five Hundred Thousand Dollars and No Cents ($500,000.00)", set forth in the eighth and ninth lines of paragraph (p) of Section 9 of said Supplement No.1 shall be deemed deleted and the words and figure, "Nine Hundred Seventy Thousand Dollars and No Cents ($970,000.00)", shall be deemed inserted in lieu thereof, and for all the purposes of said Supplement No. 1 the term "Construction Work Reimbursement Amount" shall mean the lesser of (1) the reasonable cost, as defined in said Supplement No.1, of the Lessee's Construction Work (as also defined therein), or (2) Nine Hundred Seventy Thousand Dollars and No Cents ($970,000.00).

(f) Effective as of January 1, 2004, (1) paragraphs (b), (c) and (d) of Section 41 of the Lease entitled *"Terminal Guarantee"* shall be deemed deleted and Addendum A attached to this Agreement and incorporated by reference herein shall be deemed inserted in lieu thereof; (2) paragraphs (f) and (g) of said Section 41 shall be deemed deleted and Addendum B attached to this Agreement and incorporated by reference herein shall be deemed inserted in lieu thereof; and (3) Schedule D and Schedule E attached to the Lease shall be deemed deleted and Schedule D and Schedule E attached to this Agreement and incorporated by reference herein shall be deemed substituted therefor. From and after January 1, 2004, the Lessee shall pay the Guaranteed Rental, as defined in the Lease as amended hereby, in accordance with the provisions of said Section 41 as so amended.

(g) On or before December 31, 2005, the Lessee shall purchase not less than four (4) straddle container carriers for use at the premises under the Lease, as amended hereby, which straddle carriers shall have an aggregate cost of not less than three million dollars and no cents ($3,000,000.00) and the Lessee shall supply to the Port Authority evidence satisfactory to it of such purchase and of the location of such straddle carriers.

6. (a) The Lessee acknowledges that is has not relied upon any representation or statement of the Port Authority or its Commissioners, officers, employees or agents as to the condition of Area A1A or the suitability thereof for the operations permitted on Area A1A by this Agreement. The Port Authority shall deliver Area A1A in its presently existing "as is" condition. The Lessee, prior to the execution of this Agreement, thoroughly examined Area A1A as existing and has found the same to be suitable and satisfactory for the operations of the Lessee contemplated and permitted under this Agreement. The Lessee agrees to and shall take Area A1A in its "as is" condition and, except as expressly provided in Section 7 of this Agreement with respect to the Remediation Work (as defined in paragraph (a) of Section 7 of this Agreement), the Port Authority shall have no obligations under this Agreement for finishing work or preparation of any portion of Area A1A for the Lessee's use. The Lessee agrees that no portion of Area A1A will be used initially or at any time during the letting which is in a condition unsafe or improper for the conduct of the operations of the Lessee, so that there is possibility of injury or damage to life or property, and the lessee further agrees that before any use it will immediately correct any such unsafe or improper condition.

(b) The Lessee agrees to perform at its sole cost and expense, except as provided in paragraphs (c), (d) and (e) of this Section, all demolition work and all construction and installation work that it may require to prepare Area A1A for its use, including without limitation thereto all work necessary to prepare Area A1A for the Lessee's container operations (hereinafter sometimes called the "Area A1A Construction Work"), pursuant to the applicable provisions of the Lease, including without limitation Sections 8 and 20 thereof entitled *"Construction by the Lessee"*, excluding paragraphs (a) and (o) of said Section 8, and for the purpose of said provisions, the term "the Lessee's Construction Work" shall be deemed to include the Area A1A Construction Work and the term "Specific Work Items" shall be deemed to include each of the individual items of work set forth in subparagraphs (1) through (4) of this paragraph. The Lessee will perform the Area A1A Construction work in compliance with the requirements of such Lease provisions, including without limitation thereto the requirement that all Area A1A Construction work be performed in accordance with a Construction Application and plans and specification approved by the Port Authority and, in the case of all Area A1A Construction Work performed subsequent to November 20, 2003, in accordance with the requirements of the plans and certifications enumerated on Exhibit S, attached hereto and herby made a part hereof, which plans and certifications, prior to the commencement of such Area A1A Construction Work, shall be delivered to the Port Authority and shall be acceptable to and approved by the Port Authority in its sole discretion. The Lessee shall perform the following items of construction work as part of the Area A1A Construction Work:

(1) the paving of the entire open area of Area A1A in a manner suitable for the Lessee's container operations, including the installation of any necessary lighting towers, lighting fixtures and related underground electrical, storm drain and water utility pipes, conduits, mains and wires, the excavation of all geotechnically unsuitable material, the screening of large debris from such material, the reuse of a portion of such material as a base for the new pavement and the disposal of the remaining material excavated or removed from Area A1A in connection with such paving, but excluding any material excavated, removed and disposed of as part of the Remediation Work (such paving, installation, screening, reuse and disposal being hereinafter called the "Paving Work");

(2) the installation of approximately two thousand three hundred (2,300) feet of twelve inch (12") water main on the premises under the Lease, as amended hereby, near Starboard Street and the disposal of any material excavated or removed from Area A1A in connection with such installation (hereinafter called the "Water Main Work");

(3) the demolition of the building numbered 186 at the northwest corner of the premises under the Lease, shown on Sheets 1 and 2 of Exhibit A attached to the Lease (hereinafter called the "Demolition Work"); and

(4) the performance by the Lessee of that portion of the Remediation Work which the Port Authority shall designate by notice to the Lessee as set forth in subparagraph (2) of paragraph (a) of Section 7 of this Agreement.

(c) (1) In consideration of the Lessee's performance of the Area A1A Construction Work, the Port Authority will pay to the Lessee the following amounts:

(i) the lesser of (X) the cost (as defined in paragraph (e) of this Section) of the Paving Work, or (Y) Nineteen Million Six Hundred Thousand Dollars and No Cents ($19,600,000.00) (such lesser amount being hereinafter called the "Paving Reimbursement Amount"); and

(ii) the lesser of (X) the cost (as defined in said paragraph (e)) of the Water Main Work and the Demolition Work, or (Y) Six Hundred Fifty Thousand Dollars and No Cents ($650,000.00) (such lesser amount being hereinafter called the "Additional Reimbursement Amount").

(2) In consideration of the Lessee's performance of the Remediation Work, if the Port Authority shall request the Lessee to perform all or a part of the Remediation Work, the Port Authority will pay to the Lessee the lesser of (i) the cost (as defined in paragraph (e) of this Section) of the Remediation Work, or (ii) an amount equal to the excess of Four Hundred Thousand Dollars and No Cents ($400,000.00) over the amount expended by the Port Authority on the investigation and remediation of the High TPH Areas (as defined in Section 7 of this Agreement) prior to the performance by the Lessee of its portion of the Remediation Work, including without limitation thereto amounts expended by the Port Authority on its portion of the Remediation Work, *provided,* that the cost of the Remediation Work performed by the Port Authority shall not include any costs incurred prior to the date of this Agreement. Such lesser amount is hereinafter called the "Remediation Reimbursement Amount". The Port Authority will notify the Lessee of the available amount described in clause (ii) of this subparagraph at the time the Port Authority requests the Lessee to perform a portion of the Remediation Work and will notify the Lessee of the Port Authority's good faith estimate of the cost of performing such portion of the Remediation Work; in the event that the aggregate of the Lessee's contractors' bids for performing such portion of the Remediation Work, obtained as required by subparagraph (2) of paragraph (a) of Section 7 of this Agreement, exceed the available amount described in said clause (ii), the Port Authority will adjust the portion of the Remediation Work to be performed by the Lessee so that the aggregate of such contractor bids does not exceed such available amount. The Lessee shall not be required to perform any portion of the Remediation Work which portion, if performed, would result in the cost of such Remediation Work exceeding the available amount described in clause (ii) of this subparagraph; in making

such determination, the rendered bills shall be used to determine the cost of work already performed and contractor's bids shall be used to determine the cost of work not yet performed.

(d) The amounts set forth in paragraph (c) of this Section will be paid to the Lessee as follows: On or about the 10th day of the calendar month following the calendar month in which the Lessee commences the Paving Work, the Water Main Work, the Demolition Work or the Remediation Work, as the case may be, in the premises pursuant to the provisions of this Section and on the 10th day of each calendar month thereafter during the period of performance of such work, the Lessee shall deliver a certificate to the Port Authority signed by a responsible officer of the Lessee familiar with the subject matter which shall certify as follows:

(1) the Paving Work, Water Main Work, Demolition Work or Remediation Work, as the case may be, performed by the Lessee in the preceding calendar month separately stating the cost, as defined in this Section, for which reimbursement is sought, of performing each of the Paving Work, Water Main Work, Demolition Work and Remediation Work, as the case may be, described in the certificate, the amount of the cost of each type of work which is on that date due and payable by the Lessee and the amount of such cost which on that date has actually been paid by the Lessee;

(2) except in the case of the first such certificate delivered to the Port Authority, the cumulative amount of the cost of performing each of the Paving Work, Water Main Work, Demolition Work and Remediation Work, as the case may be, paid by the Lessee from the commencement of the Area A1A Construction Work or the Remediation Work, as the case may be, to the date of the certificate and the cumulative amount of all payments made by the Lessee which are properly includible in the cost of performing each of such types of Work, from the commencement of such work to the date of the certificate;

(3) that there is no outstanding indebtedness known to the person executing such certificate, after due inquiry, then due for labor, wages, materials, supplies or services in connection with any construction and installation work described therein which, if unpaid, might become the basis of a vendor's, mechanic's, laborer's or materialman's statutory or similar lien or alleged lien upon such work, the premises, any part thereof or the Lessee's leasehold interest therein;

(4) that the portion of the Paving Work, Water Main Work, Demolition Work or Remediation Work, as the case may be, performed by the Lessee since the last such certificate (or since the earlier of the commencement of the Area A1A Construction Work or of the Remediation Work, in the case of the first such certificate) and covered by such certificate has been performed in accordance with the terms of this Agreement and the construction application; and

(5) that attached to such certificate are copies of cancelled checks, bills or invoices marked paid by the issuer or other evidence of payment satisfactory to the Port Authority for all amounts certified as paid in such certificate.

Nothing contained in this Agreement shall be deemed or construed as a submission by the Port Authority to the application to it of any vendor's, mechanic's, laborer's or materialman's statutory or similar lien. Within forty-five (45) days after the delivery of each such certificate by the Lessee, the Port Authority shall pay to the Lessee the amount constituting the cost of performing the Paving Work, Water Main Work, Demolition Work or Remediation Work, as the case may be, certified by the Lessee as paid in its certificate relating to the preceding calendar month less ten percent (10%) thereof and also less the amount of any claims made against the Port Authority by subcontractors, materialmen or workmen, if any, in connection with any of the work described in such certificate and not bonded or discharged prior to the date of such payment, *provided*, that the total of such periodic payments made by the Port Authority shall not exceed ninety (90%) of the Paving Reimbursement Amount, Additional Reimbursement Amount or Remediation Reimbursement Amount, as the case may be. Upon final completion of all of the Paving Work, of all the Water Main Work and Demolition Work, or of all the Remediation Work, as the case may be, to be performed by the Lessee as set forth in this Section, the Lessee shall submit to the Port Authority a certificate signed by a responsible officer of the Lessee familiar with the subject matter certifying: (A) that all of the Paving Work, all the Water Main Work and Demolition Work, or all of the Remediation Work, as the case may be, has been completed and was performed in accordance with the approved plans and specifications referred to in paragraph (c) of Section 8 of the Lease and the provisions of this Agreement; (B) the final cost of the Paving Work, the Water Main Work and Demolition Work, or of the Remediation Work, as the case may be, and the total payments made by the Lessee on account of such cost; and (3) that there is no outstanding indebtedness known to the person signing such certificate, after due inquiry, then due on account of the purchase of any equipment or fixtures described in the certificate or for labor, wages, materials, supplies or services in connection with any work described therein which, if unpaid, might become the basis of a vendor's, mechanic's, laborer's or materialmen statutory or similar lien or alleged lien upon such work or upon the premises under the Lease, as amended hereby, or any part thereof, or upon the Lessee's leasehold interest therein, nor are any of the equipment or fixtures described in such certificate secured by any liens, mortgages, security interests or other encumbrances. Such certificate shall also contain a certification by the architect or engineer who sealed the Lessee's plans and specifications pursuant to the provisions of paragraph (c) of Section 8 of the Lease certifying that all of the Paving Work, all of the Water Main Work and Demolition Work, or all of the Remediation Work, as the case may be, has been performed in accordance with the approved plans and specifications. The Lessee shall also supply to the Port Authority such supporting documents and records as the Port Authority shall deem necessary to substantiate the matters set forth in the Lessee's certificate. If all of the work has been completed in accordance with said approved plans and specifications and the provisions of this Agreement, the Lessee's certificate is fully satisfactory to the Port Authority and the Port Authority has examined and approved the Lessee's certificate and such records and other documentation of the Lessee as the Port Authority shall deem necessary to substantiate such cost, the Port Authority shall finally determine the cost of

the Paving Work and the Paving Reimbursement Amount, the cost of the Water Main Work and Demolition Work and the Additional Reimbursement Amount, or the cost of the Remediation Work and the Remediation Reimbursement Amount, as the case may be. No payment made by the Port Authority to the Lessee pursuant to this paragraph (d) shall be deemed final until the cost of the Paving Work, of the Water Main Work and Demolition Work, or of the Remediation Work, as the case may be, has been finally determined by the Port Authority, nor shall any such payment be deemed a final determination by the Port Authority of the cost of the Paving Work, of the Water Main Work and Demolition Work, or of the Remediation Work, as the case may be. The Lessee shall permit the Port Authority by its agents, employees and representatives at all reasonable times prior to a final determination of the cost of the Paving Work, of the Water Main Work and Demolition Work, or of the Remediation Work, as the case may be, to examine and audit the records and other documentation of the Lessee which pertain to and will substantiate such cost. If the cost of the Paving Work, of the Water Main Work and Demolition Work, or of the Remediation Work, as the case may be, as finally determined shall exceed payments previously made of the Paving Reimbursement Amount, the Additional Reimbursement Amount or the Remediation Reimbursement Amount, respectively, whether by reason of the ten percent (10%) deductions made in connection with the prior periodic payments of such amounts or otherwise, the Port Authority will pay the same to the Lessee less the amount of any claims made against the Port Authority by subcontractors, materialmen or workmen, if any, in connection with the construction and installation work described in such certificate and not bonded or discharged prior to the date of such payment; but if the payments previously made of the Paving Reimbursement Amount, the Additional Reimbursement Amount or the Remediation Reimbursement Amount, as the case may be, exceed the cost of the Paving Work, of the Water Main Work and Demolition Work, or of the Remediation Work, respectively, or if any component of such payments exceed the twenty percent (20%) or other limitation set forth in the definition of cost set forth in this Section, the Lessee shall repay such excess to the Port Authority within ten (10) days after demand therefor. No amount paid by the Port Authority to the Lessee pursuant to the provisions of this paragraph shall or shall be deemed to imply that the Area A1A Construction Work or the Remediation Work has been completed in accordance with law or the provisions of this Agreement.

(e) To the extent permitted by sound accounting practice, and subject to the terms and conditions of paragraph (d) of this Section, the sum of the following items of cost incurred by the Lessee in performing the Paving Work, Water Main Work, Demolition Work or Remediation Work shall constitute the cost thereof for the purposes of this Agreement:

(1) The Lessee's payments to contractors for services rendered and equipment employed in such work, including, in the case of the Paving Work, the cost of environmental sampling and testing and including in such cost, without limitation thereto, the cost of such sampling and testing as may be required by subparagraph (3) of paragraph (m) of Section 9 of the Lease, as amended by subparagraph (3) of paragraph (b) of Section 7 of this Agreement;

(2) The Lessee's payments for supplies and materials, including, without limitation thereto, equipment installed in the premises;

(3) The Lessee's payments to persons, firms or corporations other than construction contractors or suppliers of materials, for services rendered or rights granted in connection with such work, not including services of the types mentioned in items (4), (5) and (6) of this paragraph;

(4) The Lessee's payments of premiums for performance bonds and for the insurance the Lessee is required to maintain in effect in accordance with the provisions of paragraphs (i), (j) and (k) of this Section 8 of the Lease during the period of construction only;

(5) The Lessee's payments for engineering services in connection with the Paving Work, Water Main Work, Demolition Work or Remediation Work, as the case may be, and during the period of the construction only;

(6) The Lessee's payments for architectural, planning and design services in connection with the Paving Work, Water Main Work, Demolition Work or Remediation Work, as the case may be; and

(7) The sum of the costs approved under items (4), (5) and (6) of this paragraph shall not exceed 20% of the sum of the costs approved under items (1), (2) and (3) of this paragraph; if in fact there is any such excess, such excess shall not be a part of the cost incurred by the Lessee in the performance of the Paving Work, Water Main Work, Demolition Work or Remediation Work, as the case may be, for the purposes of this paragraph.

No payment or payments on account of administrative or other overhead costs and no payment to employees of the Lessee shall be included in the cost of the Paving Work, Water Main Work, Demolition Work or Remediation Work, whether or not allocated to the cost of the such work by the Lessee's own accounting practices. No payment to a firm or corporation wholly or partially owned by or in common ownership with the Lessee shall be included in the cost of the Paving Work, Water Main Work, Demolition Work or Remediation Work. In no event whatsoever shall the cost of any portion of the Paving Work, Water Main Work, Demolition Work or Remediation Work as finally determined and computed in accordance with the provisions of paragraph (d) of this Section and in accordance with the provisions of this paragraph (e) include any expenses, outlays or charges whatsoever by or for the account of the Lessee for or in connection with any improvements, equipment or fixtures or the performance of any work unless such are actually and completely installed in and/or made to the premises under the Lease, as amended hereby, nor shall cost include the costs of any equipment, fixture or improvements installed in the premises which are secured by liens, mortgages, other encumbrances or conditional bills of sale. Notwithstanding the provisions of subparagraph (1) of paragraph (k) of Section 9 of the Lease, the cost of the Disposal of Matter (each as defined in said subparagraph (1)) excavated as part of

the Paving Work, the Water Main Work or the Remediation Work (if the Port Authority shall request the Lessee to perform the Disposal of Matter resulting from the Remediation Work) may be included in the Lessee's cost of performing such work to be reimbursed pursuant to this Section.

(f) The parties to this Agreement recognize that the contracts to be entered into by the Lessee for the performance of the Area A1A Construction Work may cover construction work which does not constitute Paving Work, Water Main Work, Demolition Work or Remediation Work. The Lessee shall at all times maintain, and each certificate submitted by the Lessee pursuant to this Section shall set forth, a proper breakdown and allocation of costs and payments as between the Paving Work, Water Main Work, Demolition Work, Remediation Work (if the Port Authority shall request the Lessee to perform all or a part of the Remediation Work) and other construction work at the Facility, the cost of which is not eligible for reimbursement under this Agreement, and the Lessee shall assure that each applicable contract provides for such breakdown and allocation or, in the case of work done before June 1, 2004, that the contract identifies the kind and location of work with enough specificity to allocate its cost between such categories of the Area A1A Construction Work. In submitting the statements and certifications required of the Lessee hereunder, the Lessee shall in each case specifically and separately state the amounts expended under each such contract for the portions of the Area A1A Construction Work which respectively constitute Paving Work, Water Main Work, Demolition Work and Remediation Work (if the Port Authority shall request the Lessee to perform all or a part of the Remediation Work) in addition to those portions of the construction work at the Facility, the cost of which is not eligible for reimbursement under this Agreement.

7. (a) (1) The Port Authority, as an undertaking collateral to the letting of Area A1A hereunder, and subject to all of the provisions of the Lease and this Agreement (including but not limited to the Section of the Lease entitled *"Force Majeure"*), through its employees, agents, representatives, contractors and subcontractors, at its cost and expense, shall cause the soil in the vicinity of the four (4) locations designated as Area A, Area C, Area D and Area E (sometimes hereinafter called "High TPH Areas") on the attached drawing marked "Exhibit T" and entitled "Total Petroleum Hydrocarbons Delineation Borings", to be removed, disposed in accordance with all applicable Environmental Requirements, as defined in subparagraph (8) of paragraph (a) of Section 9 of the Lease, including without limitation thereto those relating to the remediation of Hazardous Substances pursuant to a remedial action work plan approved by the New Jersey Department of Environmental Protection ("NJDEP"), and replaced with fill which does not exceed the NJDEP guidances for unrestricted use. Such removal, disposal and replacement is referred to in this Agreement and the Lease, as amended hereby, as the "Remediation Work." The obligation set forth in this paragraph (a) is limited to the High TPH Areas and to the remediation work expressly set forth in this paragraph (a).

(2) At the election of the Port Authority, by notice to the Lessee, the Lessee shall perform the Remediation Work or that portion of the

Remediation Work set forth in the Port Authority's notice, as the case may be, subject to the provisions of this subparagraph (2) and the portion of the Remediation Work so designated by the Port Authority shall be a part of the Area A1A Construction Work. The Lessee shall perform the Remediation Work pursuant to the applicable provisions of the Lease, including without limitation Sections 8 and 20 thereof entitled *"Construction by the Lessee"*, excluding paragraphs (a) and (o) of said Section 8, and for the purpose of said provisions, the term "the Lessee's Construction Work" shall be deemed to include the Remediation Work; *provided*, that the Lessee shall file a separate Construction Application for the Remediation Work distinct from those filed in connection with the performance of the rest of the Area A1A Construction Work, such Remediation Work Construction Application shall incorporate plans and specifications supplied by the Port Authority for the portion of the Remediation Work to be performed by the Lessee and may be reviewed separately from such other Construction Applications and shall be subject to separate approval by the Port Authority. The Lessee shall prepare separate cost estimates for the Remediation Work and shall obtain bids from its contractors separately setting forth the cost of performing the Remediation Work as a separate portion of the Area A1A Construction Work. The Lessee shall not perform any Remediation Work covered by the Lessee's Construction Application therefor until receiving specific Port Authority approval for such Construction Application as set forth in the Lease. Remediation Work performed by the Lessee shall be at the Lessee's expense, except as set forth in paragraphs (c), (d) and (e) of Section 6 of this Agreement. The Port Authority shall not be required pursuant to subparagraph (1) of this paragraph (a) to perform any portion of the Remediation Work which it has elected to have the Lessee perform pursuant to this subparagraph (2).

(b) Section 9 of the Lease, entitled *"Environmental Responsibilities"* is hereby amended as follows:

(1) Paragraph (a) of said Section 9 shall be amended as follows:

(i) Subparagraph (4) of said paragraph (a) shall be amended to read as follows:

"(4) With respect to ground water, 'Analyzed Item' shall mean each of, and 'Analyzed Items' shall mean all of, the constituents for which ground water was tested and the results thereof reported (i) in the Area A1A Initial Baseline, with respect to the ground water under Area A1A, and (ii) in the Initial Environmental Survey, with respect to the ground water under all other portions of the premises, and with respect to soil, 'Analyzed Item' shall mean each of, and 'Analyzed Items' shall mean all of, the constituents for which soil was tested

and the results thereof reported (i) in the Area A1A Initial Baseline, with respect to Area A1A, and (ii) in the Initial Environmental Survey, with respect to all other portions of the premises."

(ii) The phrase, ", and on or after the Area A1A Commencement Date, with respect to Area A1A", shall be inserted immediately after the word, "Space", and before the semi-colon appearing in the last line of clause (iii) of subparagraph (5) of said paragraph (a).

(iii) The phrase, ", the Area A1A Construction Work, the Remediation Work (if the Lessee performs any of such work)", shall be inserted immediately after the term, "Wharf Rehabilitation Work", and before the word, "and", appearing in the sixth (6th) line of clause (iii) of subparagraph (7) of said paragraph (a).

(iv) Subparagraph (14) of paragraph (a) of Section 9 shall be amended to read as follows:

"(14) 'Exhibit I' shall mean the Initial Environmental Survey, all Additional Sampling Reports and all Remediation Completion Reports, if any, together with (i) the Added Environmental Survey, from and after the Effective Date, and (ii) the Area A1A Initial Baseline, from and after the Area A1A Commencement Date, and (iii) the Area A1A Revised Baseline, from and after the Area A1A Revised Baseline Effective Date."

(v) Subparagraph (15) of paragraph (a) of Section 9 shall be amended to read as follows:

"(15) 'Existing Condition' shall mean:

"(A) for the period from December 1, 2000 to the day immediately preceding the Effective Date, both dates inclusive, the levels of Analyzed Items in the soil and ground water for all portions of the premises as derived by applying the methodology set forth in paragraph (j) of this Section 9 to the test results in the Initial Environmental Survey, as such test results may be superceded and supplemented by the test results in each Additional Sampling Report and in each Remediation Completion Report in accordance with the provisions of paragraph (m) of this Section, and

"(B) (i) from and after the Effective Date with respect to all portions of the premises except for Area A1A shall mean the levels of Analyzed Items in the soil and ground water for all portions of the premises except for Area A1A as derived by applying the methodology set forth in paragraph (j) of this Section 9 to the test results in the Initial Environmental Survey and the Added Environmental Survey, as such test results may be superceded and supplemented by the test results in each Additional Sampling Report and in each Remediation Completion Report in accordance with the provisions of paragraph (m) of this Section 9, and

"(ii) from and after the Area A1A Commencement Date to the day immediately preceding the Area A1A Revised Baseline Effective Date, both dates inclusive, with respect to the portion of the premises constituting Area A1A shall mean the levels of Analyzed Items in the soil and ground water for all portions of Area A1A as derived by applying the methodology set forth in paragraph (j) of this Section to the test results in the Area A1A Initial Baseline, as such test results may be superceded and supplemented by the test results in each Remediation Completion Report in accordance with the provisions of paragraph (m) of this Section, and

"(iii) from and after the Area A1A Revised Baseline Effective Date with respect to the portion of the premises constituting Area A1A shall mean for the ground water the levels of Analyzed Items in the ground water for all portions of Area A1A as derived by applying the methodology set forth in paragraph (j) of this Section 9 to the ground water test results in the Area A1A Initial Baseline Area and shall mean for the soil the levels of Analyzed Items in the soil for all portions of Area A1A as derived by applying the methodology set forth in paragraph (j) of this Section 9 to the soil test results in the Area A1A Revised Baseline, as such test results may be

superceded and supplemented by the test results in each Remediation Completion Report in accordance with the provisions of paragraph (m) of this Section."

(vi) Subparagraph (25) of paragraph (a) of Section 9 of the Lease shall be deleted and the following shall be inserted in lieu thereof:

"(25) 'Ground Area C' shall mean the ground area defined as 'Area A1A' in Section 1 of Supplement No. 5 to the Lease."

(vii) The phrase, "or the Area A1A Construction Work or the Remediation Work", shall be inserted immediately after the phrase, "Lessee's Construction Work", in both instances where such phrase appears in subparagraph (30) of said paragraph (a).

(viii) The following new subparagraphs (34) through (40) shall be inserted immediately after subparagraph (33) of paragraph (a) to read as follows:

"(34) 'Area A1A' shall have the meaning set forth in Section 1 of Supplement No. 5 to the Lease.

"(35) 'Area A1A Commencement Date' shall have the meaning set forth in Section 1 of Supplement No. 5 to the Lease.

"(36) 'Area A1A Construction Work' shall have the meaning set forth in paragraph (b) of Section 6 of Supplement No. 5 to the Lease.

"(37) 'Area A1A Initial Baseline' shall mean Addendum No. 2 to Exhibit I to the Lease attached to Supplemental Agreement No. 5 of this Lease.

"(38) 'Area A1A Revised Baseline' shall have the meaning set forth in subparagraph (3) of paragraph (m) of this Section, as amended.

"(39) 'Area A1A Revised Baseline Effective Date' shall have the meaning set forth in

subparagraph (3) of paragraph (m) of this Section, as amended.

"(40) 'Remediation Work' shall have the meaning set forth in paragraph (a) of Section 7 of Supplement No. 5 of the Lease."

(2) The phrase, "or the performance of the Area A1A Construction Work (as defined in paragraph (b) of Section 6 of Supplement No. 5 to the Lease) or the Remediation Work (as defined in paragraph (a) of Section 7 of said Supplement No. 5, if the Lessee performs any of such work,)", shall be inserted immediately after the phrase, "(as defined in Section 8C of this Agreement)", in the eighteenth (18th) and nineteenth (19th) lines of subparagraph (1) of Paragraph (k) of Section 9 of the Lease.

(3) The following new subparagraph (3) shall be deemed to have been inserted immediately after subparagraph (2) of paragraph (m) of said Section 9 to read as follows:

"(3) It is hereby recognized that as a result of the performance of the Area A1A Construction Work and the Remediation Work, a substantial portion of the subsurface soil of the premises will be disturbed, removed and/or replaced thereby causing the test results for the soil in Area A1A set forth in Addendum No. 2 to Exhibit I to be no longer relevant. The Lessee hereby agrees that prior to submitting to the Port Authority the certificate of the Lessee and of the Lessee's architect or engineer referred to in paragraph (c) of Section 8 of the Lease certifying that all of the Paving Work has been performed in accordance with the approved plans and specifications and the provisions of the Lease, the Lessee shall at its sole cost and expense (except as provided in paragraphs (c), (d) and (e) of Section 6 of Supplement No. 5 to the Lease) as part of the Paving Work (as defined in subparagraph (1) of paragraph (b) of said Section 6) and subject to the terms and provisions of Section 8 of the Lease entitled "*Construction by the Lessee*" and of Section 6 of Supplement No. 5 to the Lease, sample and test the soil of Area A1A for the Analyzed Items for Area A1A or the sixty (60) pollutants plus forty (40) tentatively identified compounds set forth in the latest edition of the New Jersey Department of Environmental Protection Field Sampling and Procedures Manual (the "Manual") in accordance with the Manual in not less than one location in each acre of Area A1A as specified by the Port Authority. The testing and analysis shall be performed by a laboratory with a current Data Certification in accordance

with NJAC 7:18. The Lessee shall set forth the test results of such sampling in a report, which report shall be in the same form as Exhibit I of the Lease (such report is herein referred to as the "Area A1A Revised Baseline"). All such sampling, testing and the preparation of the Area A1A Revised Baseline shall be performed by an independent consultant and laboratory licensed by the State of New Jersey. The Lessee shall deliver a copy of the Area A1A Revised Baseline to the Port Authority prior to or at the same time as the Lessee delivers to the Port Authority the certificate of the Lessee and of its architect or engineer referred to above, and after such delivery of the Area A1A Revised Baseline by the Lessee to the Port Authority the Area A1A Revised Baseline shall replace the Area A1A Baseline for all purposes under this Lease for determining the Existing Condition of the soil in Area A1A of the premises. The date of receipt by the Port Authority of the A1A Revised Baseline is herein called the "Area A1A Revised Baseline Effective Date."

(4) (i) The phrase, ", or whose presence in, on or under Area A1A occurred after the Area A1A Commencement Date", shall be inserted immediately after the word, "any" and before the period appearing in the eighth (8th) line from the end of subparagraph (i) of paragraph (u) of said Section 9.

(ii) The phrase, "or the obligations set forth in subparagraph (iv) of this paragraph (u), as amended by Supplement No. 5 to the Lease", shall be inserted immediately after the words and figures, "Sections 11 and 16 hereof", and before the word, "and", appearing in the third line of subparagraph (iii) of said paragraph (u).

(iii) The following shall be inserted immediately after subparagraph (iii) of paragraph (u) as subparagraph (iv) of said paragraph (u):

"(iv) Notwithstanding anything to the contrary in this Lease, in the event that after the performance of the Paving Work on any portion of Area AIA any Governmental Authority or any Environmental Requirement shall require, either as a condition of any approval or otherwise, that the Existing Condition on such portion of Area A1A be removed or remediated, the Lessee shall, when such removal and/or remediation is completed or upon earlier written notice from the Port Authority, expeditiously at its sole cost and expense repair and/or replace the pavement that may be damaged or destroyed by such remediation or removal on such

portion of Area A1A, including without limitation performing all required backfilling of such portion of Area AIA in accordance with all Environmental Requirements (including without limitation any remedial action work plan covering such soil removal and/or remediation)."

(5) Addendum No. 2 and Addendum No. 3 attached hereto are hereby made a part hereof, of the Lease and of Exhibit I to the Lease.

(c) The Lessee has requested that it be allowed to perform the Paving Work at its risk (except as expressly provided in paragraphs (c), (d) and (e) of Section 6 of this Agreement), to accommodate the needs of the Lessee's expanding business, even though sampling and testing of the groundwater at Area A1A indicate the presence of Hazardous Substances (as defined in subparagraph (26) of paragraph (a) of Section 9 of the Lease) in the soil which exceed the NJDEP soil clean up guidances for both restricted and unrestricted use and in the groundwater which exceed applicable NJDEP ground water criteria, *provided*, that the Port Authority shall perform, or reimburse the Lessee for performing in the manner set forth in Section 6 of this Agreement, the Remediation Work, as set forth in paragraph (a) of this Section.

(1) The Port Authority has advised the Lessee that it is reluctant to permit the Lessee to perform the Paving Work until (i) all governmental approvals have been obtained with respect to addressing the presence of Hazardous Substances currently in, on or under Area A1A which exceed or are in violation of any Environmental Requirement (including without limitation the soil clean up criteria used by NJDEP and applicable NJDEP groundwater criteria), which approvals include but are not limited to, the approval by the prior tenants of Area A1A and the NJDEP of all relevant remedial action work plans for Hazardous Substances currently in, on and under Area A1A, the reclassification or waiver of classification with respect to the groundwater under Area A1A and the approval by NJDEP of the conditions upon which it will permit Area A1A to be used for container terminal operations (all of the foregoing required approvals referred to in this clause (i) being herein collectively called the "Required Environmental Approvals" and all the terms, conditions, provisions and requirements of all of the Required Environmental Approvals when given are herein referred to as the "Regulatory Environmental Conditions"), and (ii) the Port Authority has determined that it can and will comply with all the Regulatory Environmental Conditions (such determination by the Port Authority being herein referred to as the "Port Authority Environmental Determination"). Nevertheless, the Lessee has advised the Port Authority that it wishes to proceed with the Paving Work prior to all of the Required Environmental Approvals having been obtained and prior to the Port Authority Environmental Determination having been made. Without limiting any other term or condition of this Agreement, if the Lessee proceeds with the Paving Work, except as expressly provided with respect to cost reimbursement in paragraphs (c), (d) and (e) of Section 6 of this Agreement, subject to the provisions of subparagraph (2) of paragraph (b) of Section 9 of the Lease, and unless the Port Authority elects to perform all or part of the Remediation

Work itself, the Lessee shall assume all risks arising out of or in connection with all Hazardous Substances on Area A1A, all Environmental Requirements relating to Area A1A or its use and occupancy and the Paving Work, all Required Environmental Approvals, all Regulatory Environmental Conditions and the Port Authority Environmental Determination, including without limitation, the fact that not all of the Environmental Approvals may be obtained, the fact that the NJDEP may never approve, or may not continue any approval of the extent of the remediation to be performed in, on or under Area A1A or on the conditions that Area A1A may be used for container terminal operations, the fact that the Port Authority may determine that it will not comply or can not comply with all of the Regulatory Environmental Conditions (including without limitation the conditions imposed by NJDEP for use of Area A1A for container terminal operations), the fact that the NJDEP or Environmental Requirements may require remediation of the soil in, on or under Area A1A after all or some of the Paving Work has been performed which may require the removal of all or some of the Paving Work, the removal of all or part of the soil beneath the paved portion of Area A1A and the repaving of the affected portions of Area A1A, and the fact that the Hazardous Substances in, on and under Area A1A may increase the cost to the Lessee to perform the Paving Work.

(2) The Lessee acknowledges that the Port Authority has provided the Lessee results of soil sampling and testing previously performed at Area A1A entitled "Soil Sample Exceedence Plan, Semivolatile Organic Compounds"; "Soil Sample Exceedence Plan, Polychlorinated Biphenols/Pesticides"; "Soil Sample Exceedence Plan, "Inorganic Compounds; and "Soil Sample Exceedence Plan, Total Petroleum Hydrocarbon each dated December 2001, a map dated 6/27/02 entitled "Total Petroleum Hydrocarbon Excavation Areas" and an environmental report entitled "Environmental Baseline Environmental Evaluation - Former Naprano Iron and Metal Company and Metro Metals Facility (15 Acre Site) - Port Newark Port Authority Marine Terminal", dated July 2001 (hereinafter collectively called the "Subsurface Environmental Reports") which show Hazardous Substances in, on and under Area A1A that exceed NJDEP's soil clean up guidances for both restricted and unrestricted use and applicable ground water criteria. Without limiting the generality of any other term or provision of the Lease, as amended by this Agreement, including without limitation thereto paragraph (l) of Section 9 thereof and Section 22 thereof, the Lessee shall not rely on the Subsurface Environmental Reports being comprehensive or representative of the complete extent of the presence of Hazardous Substances on, under or about Area A1A. The Lessee hereby grants permission to the Port Authority, or to any third person designated by the Port Authority by notice to the Lessee, to enter upon Area A1A on seven (7) days' prior notice for the purpose of performing soil remediation of any Hazardous Substance which exceeds NJDEP's soil clean up guidances for unrestricted use and for the purpose of performing groundwater remediation of any Hazardous Substance that exceeds any applicable groundwater quality standards, it hereby being understood and agreed that, except as expressly set forth in the Lease or in this Agreement, the Port Authority shall have no obligation whatsoever to the Lessee to

perform or pay for any such remediation and no permission or approval of the Port Authority hereunder, or of the Paving Work, or in connection with either, shall be or be deemed to have imposed any obligation whatsoever on the Port Authority to perform or pay for any soil, groundwater or other remediation in, on or under Area A1A. The Lessee agrees that no performance of any remediation work in, on or under Area A1A shall constitute an eviction or constructive eviction of the Lessee nor be grounds for any abatement of fees or charges payable by the Lessee under the Permit or otherwise nor give rise to or be the basis of any claim or demand by the Lessee against the Port Authority, its Commissioners, officers, employees or agents for damages, consequential or otherwise. Further, the Port Authority shall have no obligation whatsoever to the Lessee arising out of the performance of any remediation work on, in or under Area A1A, including without limitation, any obligation to back fill the excavations, replace the millings installed on Area A1A by the Lessee, repave the affected portions of Area A1A or otherwise restore Area A1A to the condition existing immediately prior to the performance of any such remediation work. Prior to the date set forth in any notice to the Lessee from the Port Authority of the performance of any remediation work in, on or under Area A1A, the Lessee shall make available the areas designated in such notice for the performance of the remediation, including without limitation the removal of all containers and other personal property from said designated areas and the removal of required portions of the Paving Work and all millings installed by the Lessee on such designated areas.

(3) Notwithstanding this Agreement, or the approval of the Paving Work by the Port Authority or any other Port Authority approvals in connection therewith, or the performance of any remediation work by the Port Authority, the Lessee or others, including without limitation any excavation or disposal of soil which contains any Hazardous Substances whether in the performance of the Paving Work or pursuant to an approved remedial action work plan or on a voluntary basis or otherwise, the Port Authority shall have no obligation whatsoever, in law or equity under the Lease, this Agreement, any Construction Application or otherwise, to the Lessee to obtain any Required Environmental Approvals, to comply with any Regulatory Environmental Conditions or Environmental Requirements, or to perform any remediation in, on or under Area A1A or to make the Port Authority Environmental Determination.

(4) The Lessee hereby specifically acknowledges and agrees that neither this Agreement nor any approval of the Paving Work by the Port Authority nor any performance of the Paving Work nor any expenditure of monies thereon shall grant or shall be deemed to have granted any rights whatsoever in the Lessee (i) to be reimbursed by the Port Authority for the Lessee's cost of performing the Paving Work or any portion thereof, except as expressly provided in Section 6 of this Agreement, (ii) to be reimbursed by the Port Authority for the Lessee's cost of removal of any of the Paving Work or repairing of the affected portions of Area A1A, if required as provided for in this Agreement, (iii) to the performance of any Regulatory Environmental Approvals or any other Environmental Requirements by the Port Authority or any third person, or (iv) to

the Port Authority Environmental Determination being made. The Lessee understands that there may be many problems to be resolved before all Required Environmental Approvals are obtained and before the Port Authority Environmental Determination is made, and that all such problems may not be resolved. The Lessee hereby acknowledges and agrees that if it proceeds with the Paving Work covered by this Agreement, it shall do so at its sole risk being fully cognizant of the fact that the entire expenditure of monies by it on the performance of the Paving Work may be of limited or no benefit to the Lessee and without consideration in that the Lessee may not enjoy any or only limited beneficial use of the Paving Work in that remediation of Area A1A may be required after the Paving Work has been performed or NJDEP may not approve or may not continue its approval of the use of Area A1A for container terminal purposes on conditions that are acceptable to the Port Authority, and all or any other Required Environmental Approvals may not be obtained or the Port Authority Environmental Determination may not be made.

8. (a) The Port Authority and the Lessee have heretofore entered into a Space Permit dated as of July 12, 2001, bearing Port Authority Agreement No. MNS-263 and covering Area A1A; a Supplement to Permit, dated as of March 18, 2002, extending said permit; and a construction letter agreement dated August 23, 2002, relating to construction to be performed on Area A1A, said permit and agreement, as the same have heretofore been supplemented and amended, being hereinafter called the "Existing Agreements."

(b) Effective at 11:59 o'clock P.M. on the day preceding the Area A1A Commencement Date, the Existing Agreements and the permission granted the Lessee to occupy Area A1A thereunder shall be revoked with the same force and effect as if the period of the said permission were in and by the provisions of the Existing Agreements originally fixed to expire on said preceding day and the Lessee and the Port Authority each do by these presents release and discharge the other from any and all obligations of every kind whatsoever on the part of the other to be performed under the Existing Agreements with respect to Area A1A for that portion of the period of permission subsequent to said preceding day; it being understood that nothing herein contained shall release, relieve or discharge the Lessee from any liability for fees, charges or other amounts that may be due or become due to the Port Authority for any period or periods prior to said preceding day, or for breach of any other obligation on the Lessee's part to be performed under the Existing Agreements for or during such period or periods or maturing on the revocation of such permission, *provided*, that the construction letter agreement referred to in paragraph (a) of this Section shall remain in effect with respect to any Construction Application and plans and specifications filed by the Lessee prior to the Area A1A Commencement Date and with respect to any Area A1A Construction Work performed prior to the Area A1A Commencement Date.

9. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Agreement, or because of its

execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

10. This Agreement, together with the Lease (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

(Secretary)

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By RICHARD M. LARRABEE

(Title) DIRECTOR, PORT COMMERCE DEPT.

(Seal)

WITNESS:

PORT NEWARK CONTAINER TERMINAL LLC

By

(Title) PRESIDENT

APPROVED:
FORM | TERMS

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Port Authority Lease No. L-PN-264
Supplement No. 6

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of the 15th day of February, 2003, by and between **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** (hereinafter called the "Port Authority") and **PORT NEWARK CONTAINER TERMINAL LLC** (hereinafter called the "Lessee"),

WITNESSETH, That:

WHEREAS, heretofore and as of December 1, 2000, the Port Authority and the Lessee entered into an agreement of lease (the said agreement of lease, as it has heretofore been amended, modified and supplemented, being hereinafter called the "Lease") covering certain premises at Port Newark, in the City of Newark, County of Essex and State of New Jersey; and

WHEREAS, in connection with the issuance of bonds by the NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY (hereinafter called the "EDA") for the financing of certain improvements to the premises under the Lease, the Lessee proposes to enter into a sublease agreement with the Lessee as sub-sublessor and the EDA as sub-sublessee dated as of February 15, 2003 (hereinafter called the "EDA Sublease"), pursuant to which the Lessee would sublease such premises to the EDA, and further in the same agreement proposes to enter into a sub-sublease agreement with the EDA as sub-sub-sublessor and the Lessee as sub-sub-sublessee, dated as of February 15, 2003 (hereinafter referred to as the "Financing Sublease"; the EDA Sublease and the Financing Sublease, being hereinafter collectively called the "Subleases") pursuant to which the EDA simultaneously with the execution of the EDA Sublease would sub-sublease the said premises back to the Lessee;

NOW, THEREFORE, for and in consideration of the foregoing and the agreements hereinafter contained the Port Authority and the Lessee hereby agree as follows:

1. Notwithstanding anything to the contrary set forth in the Lease, including without limitation thereto the provisions of subparagraph (6) of paragraph (a) of Section 8 thereof, of paragraphs (a) and (b) of Section 18 thereof, and of subparagraph (4) of paragraph (a) of Section 25 thereof, the Lessee may enter into the Subleases, subject to the prior written consent of the Port Authority.

2. Except as hereby amended, all the terms, provisions, covenants and conditions of the Lease shall be and remain in full force and effect.

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3. The Lessee represents and warrants that no broker has been concerned in the negotiation of this Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation or execution of this Agreement.

4. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

5. This Agreement, together with the Lease (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

(Secretary)

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____
RICHARD M. LARRABEE

(Title) DEP. DIRECTOR, PORT COMMERCE DEPT.

(Seal)

WITNESS:

PORT NEWARK CONTAINER TERMINAL LLC

By _____

(Title) Manager

APPROVED:
FORM TERMS

ACKNOWLEDGEMENT

FOR THE PORT AUTHORITY

STATE OF NEW YORK)
)ss.
COUNTY OF NEW YORK)

On the 21ST day of FEBRUARY in the year 2003 before me, the undersigned, a Notary Public in and for said state, personally appeared Myron Roris ~~RICHARD M. LARRABEE~~ DEP DIRECTOR, PORT COMMERCE DEPT. personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

MILLIE DOMINGUEZ
Notary Public - State of New York
NO. 01DO6051706
Qualified in Bronx County
My Commission Expires 12/4/06

Millie Dominguez
(notarial seal and stamp)

FOR THE LESSEE

STATE New Jersey)
)ss.
COUNTY OF Middlesex)

On the 19TH day of February in the year 2003, before me, the undersigned, a Notary Public in and for said state, personally appeared Gary Willmot, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Michael Bellifemini
MICHAEL BELLIFEMINI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 24, 2007
(notarial seal and stamp)

UNANIMOUS WRITTEN CONSENT
OF MANAGERS OF
PORT NEWARK CONTAINER TERMINAL L.L.C.

The undersigned, being all of the managers of Port Newark Container Terminal L.L.C., a Delaware limited liability company (the "Company"), acting in lieu of a meeting pursuant to Article 9.8 of that certain Limited Liability Agreement dated as of August 1, 2000, by and among P&O Ports North America Inc., P&O Nedlloyd B.V., and the Company, as amended, hereby consent to the adoption of the following resolutions and actions set forth herein as of the date and year set forth below:

WHEREAS, the Company, as lessee, and The Port Authority of New York and New Jersey (the "Port Authority"), as lessor, are parties to a certain Lease Agreement dated December 1, 2000 (No. L-PN-264) (as amended, the "Lease") covering a certain marine terminal facility located in Port Newark, New Jersey (the "Terminal");

WHEREAS, the Company has undertaken extensive demolition, construction and improvements at the Terminal (the "Project"), as required or otherwise allowed or contemplated under the Lease, which Project is more particularly described on Exhibit A to these Resolutions;

WHEREAS, the Company has made application to The New Jersey Economic Development Authority ("NJEDA") to obtain financial assistance for the Project and, by preliminary resolution adopted on August 8, 2000, NJEDA has accepted the application of the Company;

WHEREAS, by further resolution dated November 12, 2002 (the "Bond Resolution"), NJEDA has authorized the issuance of its Special Facility Revenue Bonds (Port Newark Container Terminal LLC Project) Series 2003 (the "Bonds"), in an amount not to exceed $125,000,000, to provide funds to finance the Project, including the payment of issuance costs incurred by the Company for the Bonds;

WHEREAS, in connection with the issuance of the Bonds, and the transactions contemplated thereby (collectively, the "Bond Transactions"), there has been presented to the managers for their consideration a substantially final draft of the bond documents listed on Schedule A hereto (the "Bond Documents"), the Port Authority documents listed on Schedule B hereto (the "Port Authority Documents"), the bank documents listed on Schedule C hereto (the "Bank Documents") (the Bank Documents and the Bond Documents shall be collectively referred to herein as the "Transaction Documents"), and the Preliminary Official Statement (the "Preliminary Official Statement").

NOW, THEREFORE, it is

RESOLVED, that the form, terms and provisions of the Transaction Documents be, and hereby are, authorized, adopted and approved, in such form and containing such terms and conditions, with such changes, additions, deletions, amendments or modifications, as the manager executing the same deems necessary, proper or advisable; and it is further

RESOLVED, that the Bond Transactions be, and hereby are, authorized and approved, and that the form of the Preliminary Official Statement (and any final Official Statement derived therefrom) be, and hereby is, approved and deemed final, and that such Preliminary Official Statement (and any final Official Statement derived therefrom) be delivered in accordance with the Bond Transactions; and it is further

RESOLVED, that all actions taken by the managers of the Company prior to the date of this Unanimous Written Consent which are within the authority conferred hereby are ratified and approved; and it is further

RESOLVED, that the managers and officers of the Company be, and they hereby are, authorized and directed to take such action and execute and deliver on behalf of the Company such documents, certificates and/or instruments as may be necessary to accomplish the intent of the resolutions herein; and it is further

RESOLVED, that the managers and officers of the Company be, and each of them acting alone hereby is, authorized, empowered and directed to execute, deliver and cause the performance of the Transaction Documents, in the name and on behalf of the Company, with such changes therein, deletions therefrom or additions thereto as the manager or officer executing the same shall approve, the execution and delivery thereof to be conclusive evidence of the approval and ratification thereof by such manager or officer and by the Board of Managers; and it is further

RESOLVED, that the managers and officers of the Company be, and each of them acting alone hereby is, authorized and empowered to take, from time to time in the name and on behalf of the Company, such actions and execute and deliver such certificates, instruments, notices and documents, including amendments thereto, as may be required from time to time or as such manager or officer may deem necessary, advisable or proper in order to carry out and perform the obligations of the Company under the Transaction Documents, or any other instrument or documents executed pursuant to or in connection with the Transaction Documents; all such certificates, instruments, notices and documents to be executed and delivered in such form as the manager executing the same shall approve, the execution and delivery thereof by such manager to be conclusive evidence of the approval and ratification thereof by such manager or officer and by the Board of Managers of the Company.

The actions taken by the execution of this Unanimous Written Consent shall have the same force and effect as if taken at a meeting of the Board of Managers of the Company duly called and constituted in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent as of this _____ day of January, 2003.

Rob Scavone

Gary Willhot

Chris Lytle

Rutger van Slobbe

Pieter Bas Bredius

Michael White

EXHIBIT A

Project Description

The Project will include one or more of the following: (a) the upgrading of the waterside crane beam, extension of the landside crane beam, and installation of new crane rails; (b) the removal, repair and/or upgrading of the existing pavement, where necessary, and the construction of new heavy duty pavement; (c) the construction of a new entry complex, including gatehouse, weigh houses and pre-check facilities, together with outfitting thereof; (d) the construction or renovation of administration buildings, maintenance and repair facilities and other ancillary buildings, together with outfitting thereof; (e) the removal or demolition of buildings and other structures not required by PNCT; (f) the strengthening of adjacent berths to permit dredging to fifty feet; (g) the dredging of two berths to accommodate vessels having fifty foot alongside drafts; (h) the upgrading of the container yard, including the installation of high mast lighting towers, water mains, underground high voltage electrical systems, storm drains, utility pipes, reefer racks and conduits; (i) the installation of a closed circuit TV system and security fencing for the entire terminal; (j) the purchase and installation of additional piling, including pile coating, pile extensions and stiffeners to permit strengthening of the wharf to accommodate increased alongside drafts; (k) the construction of new substations for the new high voltage system; (l) the excavation and disposal of materials; (m) the installation of rail switches and removal and replacement of railroad tracks and ties, where necessary; (n) the installation of traffic improvements; and (o) improvements to the PNCT rail yard.

Schedule A

Bond Documents

- Lease Agreement between NJEDA and the Company (Draft No. 11 dated January 6, 2003)
- Guaranty Agreement from the Company to Deutsche Bank Trust Company Americas (Draft No. 8 dated January 6, 2003)
- Administration Expense Guaranty Agreement from the Company to NJEDA (Draft No. 8 dated January 6, 2003)
- Letter of Representation from the Company to Solomon Smith Barney Inc. and NJEDA (Draft dated January __, 2003)
- Bond Purchase Agreement between NJEDA and Solomon Smith Barney Inc., as approved and accepted by the Company (Draft dated January __, 2003)
- Remarketing Agreement between the Company and Solomon Smith Barney Inc. (Draft dated January __, 2003)
- Tax Certificate and Agreement (Draft dated January __, 2003)

Schedule B

Port Authority Documents

- Lease Supplement No. 6 between the Port Authority and the Company (Draft transmitted for review by Neil Reid of the Port Authority under cover of his e-mail dated November 19, 2002)

- Consent to Subleases Agreement by and among the Port Authority, the Company, NJEDA and Deutsch Bank (Draft No. 9 dated January 6, 2003)

Schedule C

Bank Documents

- Reimbursement Agreement by and among Citibank, N.A., as Issuing Lender and as Administrative Agent, the Lenders (as defined in the Reimbursement Agreement) other than Citibank N.A., and the Company (MTHM Draft 1/10/03)

Port Authority Lease No. L-PN-264
Supplement No. 7

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of May 31, 2005, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and PORT NEWARK CONTAINER TERMINAL LLC (hereinafter called "the Lessee"),

WITNESSETH, That:

WHEREAS, heretofore and as of December 1, 2000, the Port Authority and the Lessee entered into an agreement of lease (hereinafter, as the said agreement of lease has been heretofore amended, modified and supplemented, called "the Lease") covering premises at Port Newark, in the City of Newark, County of Essex and State of New Jersey; and

WHEREAS, the Port Authority and the Lessee desire to amend the Lease;

NOW, THEREFORE, for and in consideration of the mutual agreements hereinafter contained the Port Authority and the Lessee hereby agree as follows:

1. In addition to the premises heretofore let to the Lessee under the Lease, the letting as to which shall continue in full force and effect, subject to and in accordance with all the terms, provisions, covenants and conditions of the Lease as amended by this Agreement, the Port Authority hereby lets to the Lessee and the Lessee hires and takes from the Port Authority, at Port Newark aforesaid, the open area shown in diagonal crosshatching on the sketch attached hereto, hereby made a part hereof and marked "Exhibit A-3", together with the structures, fixtures, improvements and other property, if any, of the Port Authority located or to be located therein or thereon, the said open area, and the said structures, fixtures, improvements and other property (all of which is sometimes hereinafter in this Agreement called "the Additional Premises") to be and become a part of the premises under the Lease at 12:01 o'clock A.M. on June 1, 2005 let to the Lessee, subject to and in accordance with all of the terms, covenants and conditions of the Lease as herein amended, for a term expiring at 11:59 o'clock P.M. on August 31, 2015, unless sooner terminated. The parties hereby acknowledge that the Additional Premises constitute non-residential property.

CONFORMED COPY

2. The Lessee shall use the Additional Premises solely for the storage of chassis and such other equipment as shall have the prior consent of the Port Authority and used in connection with its container terminal operations under the Lease, and for no other purpose or purposes whatsoever.

3. The Port Authority shall deliver the Additional Premises to the Lessee in its presently existing "as is" condition. The Lessee acknowledges that prior to the execution of this Agreement, it has thoroughly examined and inspected the Additional Premises and has found it in good order and repair and has determined it to be suitable for the Lessee's operations therein under the Lease as herein amended. The Lessee agrees to and shall take the Additional Premises in its "as is" condition and the Port Authority shall have no obligations under the Lease as herein amended for finishing work or preparation of any portion of the Additional Premises for the Lessee's use.

4. The Lessee acknowledges that it has not relied upon any representation or statement of the Port Authority or its Commissioners, officers, employees or agents as to the suitability of the Additional Premises for the operations permitted thereon by the Lease as herein amended. Without limiting any obligation of the Lessee to commence operations under the Lease as herein amended at the time and in the manner stated elsewhere in this Agreement, the Lessee agrees that no portion of the Additional Premises will be used initially or at any time during the letting thereof under the Lease as herein amended which is in a condition unsafe or improper for the conduct of the Lessee's operations therein under the Lease as herein amended so that there is possibility of injury or damage to life or property.

5. The Port Authority shall have no obligation to supply to the Lessee any services or utilities in the Additional Premises.

6. In addition to all other rentals payable under the Lease as herein amended, the Lessee shall pay a basic rental for the Additional Premises at the annual rate of Two Hundred Eighty-eight Thousand Six Hundred Seventy-one Dollars and Seven Cents ($288,671.07) payable in advance in equal monthly installments of Twenty-four Thousand Fifty-five Dollars and Ninety-two Cents ($24,055.92) on June 1, 2005 and on the first day of each calendar month thereafter during the term of the letting of the Additional Premises. The basic rental set forth in this paragraph shall be adjusted during the term of the letting of the Additional Premises in accordance with the provisions of subparagraph (b) of paragraph 7 of this Agreement.

7. (a) As used in subparagraph (b) of this paragraph:

(1) "Index" shall mean the Consumer Price Index for All Urban Consumers - New York-Northern New Jersey-Long Island, NY-NJ-CT (All Items, unadjusted 1982-84=100) published by the Bureau of Labor Statistics of the United States Department of Labor.

(2) "Base Period" shall mean, as the context requires, the calendar month of May 2005 and the calendar month of May (excluding May 2015) in each calendar year which thereafter occurs during the term of the letting of the Additional Premises under the Lease as herein amended.

(3) "Adjustment Period" shall mean, as the context requires, the calendar month of May 2006 and the calendar month of May in each calendar year which thereafter occurs during the term of the letting of the Additional Premises under the Lease as herein amended.

(4) "Anniversary Date" shall mean, as the context requires, June 1, 2006 and each anniversary of such date which thereafter occurs during the term of the letting of the Additional Premises under the Lease as herein amended.

(5) "Percentage Increase" shall mean the percentage of increase in the Index on each Anniversary Date equal to a fraction the numerator of which shall be the Index for the Adjustment Period immediately preceding such Anniversary Date less the Index for the Base Period preceding such Adjustment Period by one year and the denominator of which shall be the Index for the Base Period preceding such Adjustment Period by one year.

(b) Commencing on each Anniversary Date and for the period commencing with such Anniversary Date and continuing through to the day preceding the next Anniversary Date, or the expiration date of the term of the letting of the Additional Premises under the Lease as herein amended, as the case may be, both dates inclusive, in lieu of the basic rental set forth in paragraph 6 hereof the Lessee shall pay a basic rental for the Additional Premises at a rate per annum equal to the greater of:

(1) the sum obtained by adding to the basic rental payable for the Additional Premises immediately prior to such Anniversary Date (including all amounts included therein as a result of prior adjustments thereof pursuant to the provisions of this subparagraph) the product obtained by

multiplying such basic rental by one hundred percent (100%) of the Percentage Increase for such Anniversary Date; or

(2) the product obtained by multiplying the basic rental payable for the Additional Premises immediately prior to such Anniversary Date (including all amounts included therein as a result of prior adjustments thereof pursuant to the provisions of this subparagraph) by one hundred two and five one-hundredths percent (102.5%).

Notwithstanding any other provision of the Lease as herein amended, the basic annual rental that shall be payable pursuant to paragraph 6 hereof and this paragraph for the Additional Premises commencing with each Anniversary Date and continuing through to the day preceding the following Anniversary Date, or the expiration date of the term of the letting of the Additional Premises under the Lease as herein amended, as the case may be, both dates inclusive, shall in no event exceed the product obtained by multiplying the basic rental payable for the Additional Premises immediately prior to such Anniversary (including all amounts included therein as a result of prior adjustments thereof pursuant to the provisions of this subparagraph) by one hundred four percent (104%). For example, if the Percentage Increase for the calendar month of May 2006 is shown to be three percent (3%) then the basic annual rental payable under paragraph 6 hereof and this paragraph for the one-year period commencing June 1, 2006 shall be $288,671.07 plus three percent (3%) thereof or $297,331.20, but if (1) said increase is shown to be two percent (2%) then the basic annual rental for that one-year period shall be $295,887.85, and if (2) said increase is shown to be five percent (5%) then the basic annual rental for that one-year period shall be $300,217.91.

(c) In the event the Index to be used in computing any adjustment referred to in subparagraph (b) of this paragraph is not available on the effective date of such adjustment, the Lessee shall continue to pay the basic rental at the annual rate then in effect subject to retroactive adjustment at such time as the specified Index becomes available, provided, however, that the Port Authority may at its option substitute for such Index the Index for the latest preceding month then published to constitute the specified Index. In the event the United States Consumer Price Index for All Urban Consumers - New York-Northern New Jersey-Long Island, NY-NJ-CT (All Items, unadjusted 1982-84=100) shall hereafter be converted to a different standard reference base or otherwise revised or the United States Department of Labor shall cease to publish the United States Consumer Price Index for All Urban Consumers - New York-Northern New Jersey-Long Island, NY-NJ-CT (All Items, unadjusted 1982-

84=100), then for the purposes hereof there shall be substituted for the Index such other appropriate index or indices properly reflecting changes in the value of current United States money in a manner similar to that established in the Index used in the latest adjustment as the Port Authority may in its discretion determine.

If after an adjustment in basic rental shall have been fixed for any period, the Index used for computing such adjustment shall be changed or adjusted, then the rental adjustment for that period shall be recomputed and from and after notification of the change or adjustment, the Lessee shall make payments based upon the recomputed rental and upon demand shall pay any excess in the basic rental due for such period as recomputed over amounts theretofore actually paid on account of the basic rental for such period. If such change or adjustment results in a reduction in the basic rental due for any period prior to notification, the Port Authority will credit the Lessee with the difference between the basic rental as recomputed for that period and amounts of basic rental actually paid.

If any adjustment of basic rental referred to in subparagraph (b) of this paragraph is effective on a day other than the first day of a calendar month, there shall be payable in advance on the effective date of rental adjustment an installment of basic rental equal to 1/12th of the increment of annual basic rental as adjusted multiplied by a fraction, the numerator of which shall be the number of days from the effective date of the rental adjustment to the end of the calendar month in which the rental adjustment was effective and the denominator of which shall be the number of days in that calendar month.

8. Abatement of basic rental, if any, to which the Lessee may be entitled with respect to the Additional Premises shall be computed in accordance with the provisions of Standard Endorsement No. L27.4 attached hereto and hereby made a part hereof.

9. (a) As used in this Agreement, the following terms shall have the meanings set forth below:

(1) "Environmental Damage" and "Environmental Damages" shall mean any one or more of the following: (i) the presence on, about or under the Additional Premises of any Hazardous Substance whose presence occurred during the term of the letting of the Additional Premises under the Lease as herein amended or resulted from any act or omission of the Lessee or others during the term of the letting of the Additional Premises under the Lease as herein amended, and/or (ii) the disposal,

release or threatened release of any Hazardous Substance from the Additional Premises during the term of the letting of the Additional Premises under the Lease as herein amended or thereafter if the Hazardous Substance came to be present on, about or under the Additional Premises during said term of the letting, and/or (iii) the presence of any Hazardous Substance on, about or under other property at the Facility or elsewhere as a result of the Lessee's use and occupancy of the Additional Premises or a migration of a Hazardous Substance from the Additional Premises during the term of the letting of the Additional Premises under the Lease as herein amended or thereafter if the Hazardous Substance came to be present on, about or under the Additional Premises during said term of the letting, and/or (iv) any personal injury, including wrongful death, property damage and/or natural resource damage arising out of or related to any such Hazardous Substance, and/or (v) the violation of any Environmental Requirements pertaining to any such Hazardous Substance, the Additional Premises and/or the activities thereon.

(2) "Environmental Requirement" and "Environmental Requirements" shall mean all applicable (as applicability is set forth and defined in paragraph (b) of Section 11 of the Lease) present and future laws, statutes, enactments, resolutions, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, requirements and similar items of all Governmental Authorities and all applicable (as applicability is set forth and defined in paragraph (b) of Section 11 of the Lease) judicial, administrative and regulatory decrees, judgments and orders relating to the protection of human health or the environment, the foregoing to include, without limitation:

(i) All requirements pertaining to reporting, licensing, permitting, investigation, remediation and mitigation of the emissions, discharges, releases or threatened releases of Hazardous Substances into the air, surface water, groundwater or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances; and

(ii) All requirements pertaining to the protection of the health and safety of employees or the public.

(3) "Hazardous Substance" and "Hazardous Substances" shall mean and include, without limitation, any pollutant, contaminant, toxic or hazardous waste, dangerous

substance, potentially dangerous substance, noxious substance, toxic substance, flammable, explosive or radioactive material, urea formaldehyde foam insulation, asbestos, polychlorinated byphenyls ("PCBs"), chemicals known to cause cancer or reproductive toxicity, petroleum and petroleum products and other substances which have been or in the future shall be declared to be hazardous or toxic, or the regulation or removal of which have been or in the future shall be required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling or ownership of which have been or in the future shall be restricted, prohibited, regulated or penalized by any Environmental Requirement.

(4) "Governmental Authority" and "Governmental Authorities" shall mean all governmental agencies, authorities, departments, commissions, boards, bureaus or instrumentalities of the United States, states and political subdivisions thereof, except that it shall not be construed to include The Port Authority of New York and New Jersey, the lessor under the Lease as herein amended.

(b) Without limiting the generality of any of the other terms and provisions of the Lease as herein amended, the Lessee hereby expressly agrees to assume all responsibility for, and any and all risks of any kind whatsoever caused by, arising out of or in connection with, the conditions of the Additional Premises from and after the date of the letting of the Additional Premises under the Lease as herein amended, including without limitation all Environmental Requirements and all Environmental Damages and, except for Environmental Damages arising from the sole negligent acts of the Port Authority, the Lessee shall indemnify, hold harmless and reimburse the Port Authority, its Commissioners, officers, agents and employees from and against all such risks and responsibilities and all Environmental Damages and Environmental Requirements (including, without limitation, all fines, penalties, payments in lieu of penalties, and legal expenses incurred by the Port Authority in connection therewith). If so directed, the Lessee shall at its own expense defend any suit based upon the foregoing, and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

(c) In addition to and without limiting the generality of the obligations of the Lessee set forth above and elsewhere in

the Lease as herein amended, the Lessee shall at its sole cost and expense and in accordance with and subject to the provisions of Section 20 of the Lease, upon notice from the Port Authority, promptly take all actions to completely remove and remediate: (1) any Hazardous Substance present on, about or under the Additional Premises whose presence occurred during the term of the letting of the Additional Premises under the Lease as herein amended or resulted from any act or omission of the Lessee or others during the term of the letting of the Additional Premises under the Lease as herein amended, (2) any Hazardous Substance disposed of or released from the Additional Premises during the term of the letting of the Additional Premises under the Lease as herein amended or thereafter if the Hazardous Substance came to be present on, about or under the Additional Premises during said term of the letting, and (3) any Hazardous Substance present on, about or under other property at the Facility or elsewhere whose presence resulted from the Lessee's use and occupancy of the Additional Premises or which migrated from the Additional Premises to such other property during the term of the letting of the Additional Premises under the Lease as herein amended or thereafter if the Hazardous Substance came to be present on, about or under the Additional Premises during said term of the letting, which any Governmental Authority or any Environmental Requirements or any violation thereof require to be removed and/or remediated, or which in the sole opinion of the Port Authority are necessary to mitigate Environmental Damages, including, but not limited to, the investigation of the environmental condition of the area to be remediated, the preparation of feasibility studies, reports and remedial plans, and the performance of any cleanup, remediation, mitigation, containment, operation, maintenance, monitoring or restoration work; the standard for any of the foregoing shall be that which requires the lowest level or presence of a particular Hazardous Substance under the laws of the United States or the State of New Jersey, with the strictest to be applied, and which does not require any restriction on the possible use of the Additional Premises or such other property. The Lessee agrees that with respect to any of its obligations set forth above in this paragraph it will not make any claim against the Port Authority and/or the City of Newark for contribution under any Environmental Requirement. Any actions required under this paragraph shall be performed in a good, safe and workmanlike manner and shall minimize any impact on activities off the Additional Premises. The Lessee shall promptly provide to the Port Authority all copies of test results and reports generated in connection with such actions. Promptly upon completion of such investigation and remediation, the Lessee shall seal or cap all monitoring wells and test holes, remove all associated equipment and restore the remediated property.

(d) Without limiting any other of the Lessee's obligations under the Lease as herein amended, the Lessee shall provide the Manager of the Facility at the cost and expense of the Lessee with such information, documentation, records, correspondence, notices, reports, test results, and certifications and any other information as the Port Authority shall request in connection with any Environmental Requirements or Environmental Damages, and as may be necessary for the preparation of any application, registration, statement, certification, notice, non-applicability affidavit, communication, negative declaration, clean-up plan or other information, documentation or communication required by the Environmental Requirements and the Lessee shall promptly swear to, sign or otherwise fully execute the same. The Lessee agrees that any of the foregoing may be filed by the Port Authority with the appropriate Governmental Authority on behalf of the Lessee and at the Lessee's cost and expense. Further, the Lessee agrees unless directed otherwise by the Port Authority, to provide the Manager of the Facility with copies of all information, documentation, records, correspondence, notices, certifications, reports, test results and all other submissions provided by the Lessee to a Governmental Authority at the same time such are provided to a Governmental Authority and by a Governmental Authority to the Lessee at the time the same are provided to the Lessee with respect to any Environmental Requirements.

(e) Notwithstanding any other provision of this paragraph, all of the Lessee's obligations, undertakings and responsibilities under this paragraph shall apply to any Environmental Damage involving any Hazardous Substance whose presence on, about or under the Additional Premises occurred prior to the commencement of the term of the letting of the Additional Premises under the Lease as herein amended if any clean-up, remediation or other response action, or indemnification or other action under this paragraph is required with respect to such Environmental Damage as a result of (1) any violation by the Lessee or the Lessee's Representative, as hereinafter defined, of any Environmental Requirements pertaining to such Hazardous Substance, the Additional Premises and/or the activities thereon, or any failure by the Lessee or the Lessee's Representative to observe and comply with any Port Authority requirements, directives and procedures regarding any Hazardous Substance on, about or under the Additional Premises, including without limitation those set forth in any design guidelines, best management practices, agreements (including voluntary agreements) with Governmental Authorities, or construction guidelines which have been or may be established by the Port Authority for the Facility and submitted to the Lessee, and/or (2) any negligent act or omission by the Lessee or the Lessee's Representative with

respect to such Hazardous Substance. For purposes of this paragraph, "Lessee's Representative" shall mean its officers, employees, agents, representatives, contractors, customers, guests, invitees, or other persons who are doing business with the Lessee or are on the Additional Premises with the Lessee's consent.

(f) Without limiting the Port Authority's remedies that it may have under the Lease as herein amended or at law or in equity, the Port Authority shall have the right during the term of the letting of the Additional Premises under the Lease as herein amended and subsequent to the termination or expiration thereof to such equitable relief, including restraining injunctions and declaratory judgments, as may be required to enforce compliance by the Lessee with its environmental obligations under this paragraph. In the event the Lessee fails to comply with or perform any of its obligations hereunder, the Port Authority at any time during the term of the letting of the Additional Premises under the Lease as herein amended and subsequent to the termination or expiration thereof may elect (but shall not be required) to perform such obligations and the Lessee shall pay to the Port Authority upon demand its costs thereof, including all overhead costs as determined by the Port Authority.

(g) Notwithstanding any other provision of this paragraph, and without limiting the generality of subparagraph (e) of this paragraph, the Lessee's obligations, undertakings and responsibilities under this paragraph shall not apply to any Environmental Damage involving any Hazardous Substance which migrated or shall migrate onto the Additional Premises during the term of the letting of the Addition Premises under the Lease as herein amended (hereinafter called the "Migrated Hazardous Substance"), except that such obligations, undertakings and responsibilities under this paragraph shall apply to any Environmental Damage involving any Migrated Hazardous Substance if any clean-up, remediation or other response action, or indemnification or other action under this paragraph is required with respect to such Environmental Damage as a result of (1) any violation by the Lessee or the Lessee's Representative of any Environmental Requirements pertaining to such Migrated Hazardous Substance, the Additional Premises and/or the activities thereon, or any failure by the Lessee or the Lessee's Representative to observe and comply with any Port Authority requirements, directives and procedures regarding any Hazardous Substance on, about or under the Additional Premises, including without limitation those set forth in any design guidelines, best management practices, agreements (including voluntary agreements) with Governmental Authorities, or construction guidelines which

have been or may be established by the Port Authority for the Facility and submitted to the Lessee, and/or (2) any act or omission of the Lessee or the Lessee's Representative with respect to such Migrated Hazardous Substance.

(h) The Lessee agrees that in any legal action or proceeding in which the Port Authority and the Lessee are opposing parties the Lessee shall have the burden of proof, as hereinafter defined, as to any and all issues of fact with respect to: (1) whether the presence of any Hazardous Substance on, about or under the Additional Premises occurred prior or subsequent to the commencement of the term of the letting of the Additional Premises under the Lease as herein amended; (2) whether any Hazardous Substance disposed of or released from the Additional Premises or which migrated from the Additional Premises came to be present on, about or under the Additional Premises prior or subsequent to the commencement of the term of the letting of the Additional Premises under the Lease as herein amended; and (3) whether the Lessee exacerbated any pre-existing environmental condition so as to cause a Hazardous Substance to first become regulated during the term of the letting of the Additional Premises under the Lease as herein amended. For purposes of this paragraph, "burden of proof" shall mean both the legal burden of going forward with the evidence and the legal burden of establishing the truth of any fact by a preponderance of the evidence.

(i) Without limiting the generality of any other term or provision of the Lease as herein amended, the obligations of the Lessee under this paragraph shall survive the expiration or termination of the letting of the Additional Premises under the Lease as herein amended.

10. The Lessee acknowledges that it has been informed of the presence of the monitor well designated as "MW-30" on Exhibit A-3 hereto and maintained in connection with the New Jersey Department of Environmental Protection Remedial Investigation Case No. 95-10-11-1156-27 (hereinafter respectively called "the Monitor Well", "the NJDEP", and "the Investigation"). The Port Authority, for the benefit of itself, its employees, agents, representatives, contractors, subcontractors and designees, shall have the right to enter upon the Additional Premises for the purpose of access to the Monitor Well exercisable seven (7) days a week and twenty-four (24) hours a day. The right of entry and access provided for in this paragraph with respect to the Monitor Well shall be sufficient at all times for the Port Authority to comply fully with any Environmental Requirements concerning the Investigation or related matters including, without limitation, the right to

maintain, repair, and effect closure of the Monitor Well. Notwithstanding any provision set forth in the Lease as herein amended, the Lessee shall have no obligations with respect to the maintenance or repair or the closure of the Monitor Well except as shall apply under paragraph (b) of Section 16 of the Lease.

11. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect.

12. The Lessee represents and warrants that no broker has been concerned in the negotiation of this Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation or execution of this Agreement.

13. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

14. This Agreement, together with the Lease (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and

the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

SECRETARY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____
RICHARD M. LARRABEE

(Title) DIRECTOR, PORT COMMERCE DEPT.

(Seal)

WITNESS:

PORT NEWARK CONTAINER TERMINAL LLC

By _____
DONALD P. HAMM

(Title) PRESIDENT

APPROVED:
FORM | TERMS

(a) If at any time the Lessee shall become entitled to an abatement of basic rental under the provisions of the Lease as herein amended or otherwise, such abatement shall be computed as follows:

(1) For each square foot of usable open area the use of which is denied to the Lessee, at the annual rate of $1.55*

(2) For each square foot of usable covered area the use of which is denied to the Lessee, at the annual rate of Not Applicable

(b) If no rates are filled in above then the abatement of basic rental shall be made on an equitable basis, giving effect to the amount and character of the area the use of which is denied the Lessee, as compared with the entire area of such character included in the premises.

(c) If an exemption amount is fixed in the Lease as herein amended, it shall be reduced in the same proportion as the total basic rental is abated.

(d) For the purposes of this Endorsement, the number of square feet of covered area shall be computed as follows: by measuring from the inside surface of outer building walls to the surface of the public area side, or of the non-exclusive area side, as the case may require, of all partitions separating the area measured from adjoining areas designated for the use of the public or for use by the Lessee in common with others, and to the center of partitions separating the area measured from adjoining area exclusively used by others; no deduction will be made for columns, partitions, pilasters or projections necessary to the building and contained within the area measured. Permanent partitions enclosing elevators shafts, stairs, fire towers, vents, pipe shafts, meter closets, flues, stacks and any vertical shafts have the same relation to the area measured as do outer building walls.

(e) In the event that during the term of the letting under the Lease as herein amended the Lessee shall be partially evicted (actually or constructively) and shall remain in possession of the premises or the balance thereof, the Lessee agrees that notwithstanding it might have the right to suspend payment of the rent in the absence of this provision, it will pay at the times and in the manner herein provided, the full basic rental less only an abatement thereof computed in accordance with the above.

* during the period from June 1, 2005 through May 31, 2006; the rate thereafter to be adjusted during the term of the letting proportionately to the adjustment in basic rental in accordance with the provisions of paragraph 7 hereof.

Form - All-Purpose Ack. N.Y. (rev 9/1/99)

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the ~~July~~ 25th day of May in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared RICHARD M. LARRABEE DIRECTOR, PORT COMMERCE DEPT., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(notarial seal and stamp)

LUCY AMBROSINO
NOTARY PUBLIC, STATE OF NEW YORK
No. 01AM6101070
QUALIFIED IN NEW YORK COUNTY
MY COMMISSION EXPIRES NOV. 3, 2007

STATE OF New Jersey)
) ss.
COUNTY OF Essex)

On the 6th day of December in the year 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared Donald P. Hamm, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(notarial seal and stamp)

ANDREA GOC
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 2/27/07

UNANIMOUS WRITTEN CONSENT
OF MANAGERS OF
PORT NEWARK CONTAINER TERMINAL L.L.C.

The undersigned, being all of the managers of Port Newark Container Terminal L.L.C., a Delaware limited liability company (the "Company"), acting in lieu of a meeting pursuant to Article 9.8 of that certain Limited Liability Agreement dated as of August 1, 2000, as amended, by and among P&O Ports North America Inc., P&O Nedlloyd B.V., and the Company, hereby consent to the adoption of the following resolutions and actions set forth herein as of the date and year set forth below:

WHEREAS, there has been presented to the managers for their consideration a substantially final draft of a certain supplement no. 7 (the "Lease Supplement") to the Lease Agreement dated December 1, 2000 (No. L-PN-264) (the "Lease") between the Port Authority of New York and New Jersey (the "Port Authority") and the Company, relating to the addition of a four acre area to the Lease (the "Additional Premises"), as such Additional Premises are more fully depicted on Exhibit A-3 attached to the Lease Supplement.

NOW, THEREFORE, it is

RESOLVED, that the form, terms and provisions of the Lease Supplement be, and hereby are, authorized, adopted and approved, in such form and containing such terms and conditions, with such changes, additions, deletions, amendments or modifications, as the manager or President executing the same deems necessary, proper or advisable; and it is further

RESOLVED, that all actions taken by the managers or President of the Company prior to the date of this Unanimous Written Consent which are within the authority conferred hereby are ratified and approved; and it is further

RESOLVED, that the managers and President of the Company be, and they hereby are, authorized and directed to take such action and execute and deliver on behalf of the Company such documents and/or instruments as may be necessary to accomplish the intent of the resolutions herein; and it is further

RESOLVED, that the managers and President of the Company be, and each of them acting alone hereby is, authorized, empowered and directed to execute, deliver and cause the performance of the Lease Supplement, in the name and on behalf of the Company, with such changes therein, deletions therefrom or additions thereto as the manager or President executing the same shall approve, the execution and delivery thereof to be conclusive evidence of the approval and ratification thereof by such manager or President and by the Board of Managers; and it is further

RESOLVED, that the managers and President and other officers of the Company be, and each of them acting alone hereby is, authorized and empowered to take, from time to time in the name and on behalf of the Company, such actions and execute and deliver such certificates, instruments, notices and documents, including amendments thereto, as may be required from time to time or as such manager or officer may deem necessary, advisable or proper in order to carry out and perform the obligations of the Company under the Lease Supplement, or any other instrument or documents executed pursuant to or in connection with the Lease Supplement; all

such certificates, instruments, notices and documents to be executed and delivered in such form as the manager executing the same shall approve, the execution and delivery thereof by such manager to be conclusive evidence of the approval and ratification thereof by such manager or officer and by the Board of Managers of the Company.

The actions taken by the execution of this Unanimous Written Consent shall have the same force and effect as if taken at a meeting of the Board of Managers of the Company duly called and constituted in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent as of this 16 day of November, 2005.

Michael Seymour

Michael White

Eta O'Brien

Emile Hoogsteden

Stephen Edwards

Philip Sourry

UNANIMOUS WRITTEN CONSENT
OF MANAGERS OF
PORT NEWARK CONTAINER TERMINAL L.L.C.

The undersigned, being all of the managers of Port Newark Container Terminal L.L.C., a Delaware limited liability company (the "Company"), acting in lieu of a meeting pursuant to Article 9.8 of that certain Limited Liability Agreement dated as of August 1, 2000, as amended, by and among P&O Ports North America Inc., P&O Nedlloyd B.V., and the Company, hereby consent to the adoption of the following resolutions and actions set forth herein as of the date and year set forth below:

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NOW, THEREFORE, it is

RESOLVED, that the form, terms and provisions of the Lease Supplement be, and hereby are, authorized, adopted and approved, in such form and containing such terms and conditions, with such changes, additions, deletions, amendments or modifications, as the manager or President executing the same deems necessary, proper or advisable; and it is further

RESOLVED, that all actions taken by the managers or President of the Company prior to the date of this Unanimous Written Consent which are within the authority conferred hereby are ratified and approved; and it is further

RESOLVED, that the managers and President of the Company be, and they hereby are, authorized and directed to take such action and execute and deliver on behalf of the Company such documents and/or instruments as may be necessary to accomplish the intent of the resolutions herein; and it is further

RESOLVED, that the managers and President of the Company be, and each of them acting alone hereby is, authorized, empowered and directed to execute, deliver and cause the performance of the Lease Supplement, in the name and on behalf of the Company, with such changes therein, deletions therefrom or additions thereto as the manager or President executing the same shall approve, the execution and delivery thereof to be conclusive evidence of the approval and ratification thereof by such manager or President and by the Board of Managers; and it is further

RESOLVED, that the managers and President and other officers of the Company be, and each of them acting alone hereby is, authorized and empowered to take, from time to time in the name and on behalf of the Company, such actions and execute and deliver such certificates, instruments, notices and documents, including amendments thereto, as may be required from time to time or as such manager or officer may deem necessary, advisable or proper in order to carry out and perform the obligations of the Company under the Lease Supplement, or any other instrument or documents executed pursuant to or in connection with the Lease Supplement; all

such certificates, instruments, notices and documents to be executed and delivered in such form as the manager executing the same shall approve, the execution and delivery thereof by such manager to be conclusive evidence of the approval and ratification thereof by such manager or officer and by the Board of Managers of the Company.

The actions taken by the execution of this Unanimous Written Consent shall have the same force and effect as if taken at a meeting of the Board of Managers of the Company duly called and constituted in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent as of this 16 day of November, 2005.

Michael Seymour

Michael White

Eta O'Brien

Emile Hoogsteden

Stephen Edwards

Philip Soury

Port Authority Lease No. L-PN-264
Supplement No. 8

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of August 31, 2005, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and PORT NEWARK CONTAINER TERMINAL LLC (hereinafter called "the Lessee"),

WITNESSETH, That:

WHEREAS, heretofore and as of December 1, 2000, the Port Authority and the Lessee entered into an agreement of lease (hereinafter, as the said agreement of lease has been heretofore amended, modified and supplemented, called "the Lease") covering premises at Port Newark, in the City of Newark, County of Essex and State of New Jersey; and

WHEREAS, the Port Authority and the Lessee desire to amend the Lease;

NOW, THEREFORE, for and in consideration of the mutual agreements hereinafter contained the Port Authority and the Lessee hereby agree as follows:

1. The term of the letting under the Lease of the premises shown on Exhibit A-2 annexed to Supplement No. 1 to the Lease (hereinafter called "the Exhibit A-2 Premises") is hereby extended for the period ending at 11:59 o'clock P.M. on December 31, 2006, unless sooner terminated, at the annual rate of Sixty-eight Thousand Six Hundred Forty-five Dollars and Eighty-five Cents ($68,645.85) payable in advance in equal monthly installments of Five Thousand Seven Hundred Twenty Dollars and Forty-nine Cents ($5,720.49) on September 1, 2005 and on the first day of each calendar month thereafter during the extension of the term of the letting of the Exhibit A-2 Premises.

2. Abatement of basic rental, if any, to which the Lessee may be entitled with respect to the Exhibit A-2 Premises shall be computed in accordance with the provisions of Standard Endorsement No. L27.4 attached hereto and hereby made a part hereof.

3. The Rail Facility Container Lift Fee for each Rail Container Lift, as such terms are defined in paragraph 8(a) of Supplement No. 1 to the Lease, shall be Twenty-eight Dollars and Four Cents ($28.04) during the extended term of the letting of the Exhibit A-2 Premises and shall be adjusted during such period

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in accordance with the provisions of subparagraph (b) of paragraph 4 of this Agreement.

4. (a) As used in subparagraph (b) of this paragraph:

(1) "Index" shall mean the Consumer Price Index for All Urban Consumers - New York-Northern New Jersey-Long Island, NY-NJ-CT (All Items, unadjusted 1982-84=100) published by the Bureau of Labor Statistics of the United States Department of Labor.

(2) "Base Period" shall mean the calendar month of December 2004.

(3) "Adjustment Period" shall mean the calendar month of December 2005.

(4) "Anniversary Date" shall mean January 1, 2006.

(5) "Percentage Increase" shall mean the percentage of increase in the Index on the Anniversary Date equal to a fraction the numerator of which shall be the Index for the Adjustment Period less the Index for the Base Period and the denominator of which shall be the Index for the Base Period.

(b) Commencing on the Anniversary Date and continuing through to the expiration date of the term of the letting of the Exhibit A-2 Premises, in lieu of the Rail Facility Container Lift Fee set forth in paragraph 3 hereof the Lessee shall pay a Rail Facility Container Lift Fee at a rate per annum equal to the greater of:

(1) the sum obtained by adding to the Rail Facility Container Lift Fee payable immediately prior to the Anniversary Date the product obtained by multiplying such Rail Facility Container Lift Fee by one hundred percent (100%) of the Percentage Increase for the Anniversary Date; or

(2) the product obtained by multiplying the Rail Facility Container Lift Fee payable immediately prior to the Anniversary Date by one hundred two and five one-hundredths percent (102.5%).

Notwithstanding any other provision of the Lease as herein amended, the Rail Facility Container Lift Fee payable pursuant to

paragraph 3 hereof and this paragraph for the Exhibit A-2 Premises commencing with the Anniversary Date and continuing through to the expiration date of the term of the letting of the Exhibit A-2 Premises under the Lease as herein amended shall in no event exceed the product obtained by multiplying the Rail Facility Container Lift Fee payable immediately prior to the Anniversary Date by one hundred four percent (104%). For example, if the Percentage Increase for the calendar month of December 2005 is shown to be three percent (3%) then the Rail Facility Container Lift Fee payable under paragraph 3 hereof and this paragraph for the one-year period commencing January 1, 2006 shall be Twenty-eight Dollars and Four Cents ($28.04) plus three percent (3%) thereof or Twenty-eight Dollars and Eighty-eight Cents ($28.88), but if (1) said increase is shown to be two percent (2%) then the Rail Facility Container Lift Fee for that one-year period shall be $28.74, and if (2) said increase is shown to be five percent (5%) then the Rail Facility Container Lift Fee for that one-year period shall be $29.16.

(c) In the event the Index to be used in computing any adjustment referred to in subparagraph (b) of this paragraph is not available on the effective date of such adjustment, the Lessee shall continue to pay the Rail Facility Container Lift Fee at the annual rate then in effect subject to retroactive adjustment at such time as the specified Index becomes available, provided, however, that the Port Authority may at its option substitute for such Index the Index for the latest preceding month then published to constitute the specified Index. In the event the United States Consumer Price Index for All Urban Consumers - New York-Northern New Jersey-Long Island, NY-NJ-CT (All Items, unadjusted 1982-84=100) shall hereafter be converted to a different standard reference base or otherwise revised or the United States Department of Labor shall cease to publish the United States Consumer Price Index for All Urban Consumers - New York-Northern New Jersey-Long Island, NY-NJ-CT (All Items, unadjusted 1982-84=100), then for the purposes hereof there shall be substituted for the Index such other appropriate index or indices properly reflecting changes in the value of current United States money in a manner similar to that established in the Index used in the latest adjustment as the Port Authority may in its discretion determine.

If after an adjustment in the Rail Facility Container Lift Fee shall have been fixed for any period, the Index used for computing such adjustment shall be changed or adjusted, then the adjustment to the Rail Facility Container Lift Fee for that period shall be recomputed and from and after notification of the change or adjustment, the Lessee shall make payments based upon

the recomputed the Rail Facility Container Lift Fee and upon demand shall pay any excess in the Rail Facility Container Lift Fee due for such period as recomputed over amounts theretofore actually paid on account of the Rail Facility Container Lift Fee for such period. If such change or adjustment results in a reduction in the Rail Facility Container Lift Fee due for any period prior to notification, the Port Authority will credit the Lessee with the difference between the Rail Facility Container Lift Fee as recomputed for that period and amounts of the Rail Facility Container Lift Fee actually paid.

5. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect, including without limitation the termination rights of the parties set forth in paragraph 10 of Supplement No. 1 to the Lease.

6. The Lessee represents and warrants that no broker has been concerned in the negotiation of this Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation or execution of this Agreement.

7. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

8. This Agreement, together with the Lease (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and

the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

SECRETARY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

RICHARD M. LARRABEE

(Title) DIRECTOR, PORT COMMERCE DEPT.

(Seal)

WITNESS:

PORT NEWARK CONTAINER TERMINAL LLC

By _____

DONALD P. HAMM

(Title) PRESIDENT

APPROVED:
FORM | TERMS

(a) If at any time the Lessee shall become entitled to an abatement of basic rental under the provisions of the Lease as herein amended or otherwise, such abatement shall be computed as follows:

(1) For each square foot of usable open area the use of which is denied to the Lessee, at the annual rate of $0.22

(2) For each square foot of usable covered area the use of which is denied to the Lessee, at the annual rate of N/A

(b) If no rates are filled in above then the abatement of basic rental shall be made on an equitable basis, giving effect to the amount and character of the area the use of which is denied the Lessee, as compared with the entire area of such character included in the premises.

(c) If an exemption amount is fixed in the Lease as herein amended, it shall be reduced in the same proportion as the total basic rental is abated.

(d) For the purposes of this Endorsement, the number of square feet of covered area shall be computed as follows: by measuring from the inside surface of outer building walls to the surface of the public area side, or of the non-exclusive area side, as the case may require, of all partitions separating the area measured from adjoining areas designated for the use of the public or for use by the Lessee in common with others, and to the center of partitions separating the area measured from adjoining area exclusively used by others; no deduction will be made for columns, partitions, pilasters or projections necessary to the building and contained within the area measured. Permanent partitions enclosing elevators shafts, stairs, fire towers, vents, pipe shafts, meter closets, flues, stacks and any vertical shafts have the same relation to the area measured as do outer building walls.

(e) In the event that during the term of the letting under the Lease as herein amended the Lessee shall be partially evicted (actually or constructively) and shall remain in possession of the premises or the balance thereof, the Lessee agrees that notwithstanding it might have the right to suspend payment of the rent in the absence of this provision, it will pay at the times and in the manner herein provided, the full basic rental less only an abatement thereof computed in accordance with the above.

Form - All-Purpose Ack. N.Y. (rev 9/1/99)

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 27th day of September in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared RICHARD M. LARRABEE DIRECTOR, PORT COMMERCE DEPT., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(notarial seal and stamp)

LUCY AMBROSINO
NOTARY PUBLIC, STATE OF NEW YORK
No. 01AM6101070
QUALIFIED IN NEW YORK COUNTY
MY COMMISSION EXPIRES NOV. 3, 2007

STATE OF New Jersey)
) ss.
COUNTY OF Essex)

On the 7th day of July in the year 2006, before me, the undersigned, a Notary Public in and for said state, personally appeared Ronald P. Human, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(notarial seal and stamp)

ANDREA GOC
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 2/27/07

UNANIMOUS WRITTEN CONSENT
OF MANAGERS OF
PORT NEWARK CONTAINER TERMINAL L.L.C.

The undersigned, being all of the managers of Port Newark Container Terminal L.L.C., a Delaware limited liability company (the "Company"), acting in lieu of a meeting pursuant to Article 9.8 of that certain Limited Liability Agreement dated as of August 1, 2000, as amended, by and among P&O Ports North America Inc., Farrell Lines Inc., and the Company, hereby consent to the adoption of the following resolutions and actions set forth herein as of the date and year set forth below:

WHEREAS, there has been presented to the managers for their consideration a substantially final draft of a certain supplement no. 8 (the "Lease Supplement") to the Lease Agreement dated December 1, 2000 (No. L-PN-264) (the "Lease") between the Port Authority of New York and New Jersey (the "Port Authority") and the Company, relating to an extension of the term of letting of the Exhibit A-2 Premises, as such Exhibit A-2 Premises are more fully depicted on Exhibit A-2 attached to Supplement No. 1 to the Lease.

NOW, THEREFORE, it is

RESOLVED, that the form, terms and provisions of the Lease Supplement be, and hereby are, authorized, adopted and approved, in such form and containing such terms and conditions, with such changes, additions, deletions, amendments or modifications, as the manager or President executing the same deems necessary, proper or advisable; and it is further

RESOLVED, that all actions taken by the managers or President of the Company prior to the date of this Unanimous Written Consent which are within the authority conferred hereby are ratified and approved; and it is further

RESOLVED, that the managers and President of the Company be, and they hereby are, authorized and directed to take such action and execute and deliver on behalf of the Company such documents and/or instruments as may be necessary to accomplish the intent of the resolutions herein; and it is further

RESOLVED, that the managers and President of the Company be, and each of them acting alone hereby is, authorized, empowered and directed to execute, deliver and cause the performance of the Lease Supplement, in the name and on behalf of the Company, with such changes therein, deletions therefrom or additions thereto as the manager or President executing the same shall approve, the execution and delivery thereof to be conclusive evidence of the approval and ratification thereof by such manager or President and by the Board of Managers; and it is further

RESOLVED, that the managers and President and other officers of the Company be, and each of them acting alone hereby is, authorized and empowered to take, from time to time in the name and on behalf of the Company, such actions and execute and deliver such certificates, instruments, notices and documents, including amendments thereto, as may be required from time to time or as such manager or officer may deem necessary, advisable or proper in order to carry out and perform the obligations of the Company under the Lease Supplement, or any other instrument or documents executed pursuant to or in connection with the Lease Supplement; all

such certificates, instruments, notices and documents to be executed and delivered in such form as the manager executing the same shall approve, the execution and delivery thereof by such manager to be conclusive evidence of the approval and ratification thereof by such manager or officer and by the Board of Managers of the Company.

The actions taken by the execution of this Unanimous Written Consent shall have the same force and effect as if taken at a meeting of the Board of Managers of the Company duly called and constituted in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent as of this _____ day of May, 2006.

Philip Sourry

Michael Seymour

Nicholas P. Taro

John Loepprich

Michael White

Stephen Edwards

such certificates, instruments, notices and documents to be executed and delivered in such form as the manager executing the same shall approve, the execution and delivery thereof by such manager to be conclusive evidence of the approval and ratification thereof by such manager or officer and by the Board of Managers of the Company.

The actions taken by the execution of this Unanimous Written Consent shall have the same force and effect as if taken at a meeting of the Board of Managers of the Company duly called and constituted in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent as of this _____ day of May, 2006.

Philip Sourry

Michael Seymour

Nicholas P. Taro

John Loepprich

Michael White

Stephen Edwards

Port Authority Lease No. L-PN-264
Supplement No. 9

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of March 13, 2007, by and between **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** (hereinafter called "the Port Authority") and **PORT NEWARK CONTAINER TERMINAL LLC** (hereinafter called "the Lessee"),

WITNESSETH, That:

WHEREAS, heretofore and as of December 1, 2000, the Port Authority and the Lessee entered into an agreement of lease (hereinafter, as the said agreement of lease has been heretofore amended, modified and supplemented, called "the Lease") covering premises at Port Newark, in the City of Newark, County of Essex and State of New Jersey; and

WHEREAS, the Port Authority and the Lessee desire to amend the Lease;

NOW, THEREFORE, for and in consideration of the foregoing and the agreements hereinafter contained, the Port Authority and the Lessee hereby agree as follows:

1. Section 48 of the Lease requires approval by the Port Authority of certain changes in the ownership or control of the Lessee and of certain entities having direct or indirect beneficial ownership of the Lessee. The Lessee has requested on a without prejudice basis that the Port Authority grant its approval to the following transfers and acquisitions: (a) the acquisition in August 2005 of Nedlloyd Holding B.V. (formerly known as Royal P&O Nedlloyd N.V.) by A.P. Moller-Maersk AS (hereinafter called "the Nedlloyd Acquisition"); (b) the acquisition in March 2006 of the stock of The Peninsular and Oriental Steam Navigation Company (hereinafter called "P&O") by Thunder FZE, a wholly-owned subsidiary of Dubai Ports World (hereinafter called "DPW"), pursuant to court sanctioned schemes of arrangement under section 425 of the Companies Act 1985, England and Wales (hereinafter called "the P&O Acquisition"); (c) the acquisition on a date and time subsequent to the date first above written (which subsequent date and time are hereinafter collectively called "the Closing Date") by P&O Ports North America, Inc. (hereinafter called "POPNA") of the 50% membership interest (constituting 500 membership units) in the Lessee owned by Farrell Lines Incorporated (hereinafter called "Farrell") pursuant to a Sale and Purchase Agreement dated November 20, 2006 by and among Farrell, POPNA, P&O and the Lessee (hereinafter called "the Farrell Acquisition"); and (d) the acquisition on the Closing Date by Ports America, Inc. (hereinafter called "Ports America"), a wholly-owned subsidiary of AIG Global Asset Management Holdings Corp. (hereinafter called "AIGGIG"), of all of the outstanding stock of POPNA from P&O Holdings, Inc., an indirect subsidiary of P&O and DPW (hereinafter called "Holdings"), pursuant to that certain Stock Purchase Agreement dated December 10, 2006, by and among P&O, Holdings, Ports America and AIGGIG (hereinafter called "the POPNA Acquisition" and, together with the Nedlloyd Acquisition, the P&O Acquisition and the Farrell Acquisition, hereinafter collectively called "the Acquisitions"). The Lessee hereby represents, knowing that the Port Authority is relying on the accuracy of such representation, that, immediately following

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the Closing Date, the Lessee's ownership and control shall be as set forth in Section 48 of the Lease, as such provision is restated, amended and set forth in the paragraph 3 of this Agreement.

2. The Port Authority hereby grants its approval to the transfers of and changes in ownership and control of the Lessee represented by the Acquisitions, with such approval to be granted *nunc pro tunc* to the date of each Acquisition under Section 48 of the Lease; *provided, however*, that such approval shall be effective as to any of the Acquisitions only if all of the Acquisitions are completed.

3. Immediately following the completion of the Farrell Acquisition and the POPNA Acquisition, Section 48 of the Lease, as amended by Supplement No. 2 to the Lease, shall be deleted and terminated in its entirety and replaced with a new Section 48, which reads as follows:

"Section 48. Right of Termination - Ownership and Control

(a) (1) The Lessee hereby represents, knowing that the Port Authority is relying on the accuracy of such representation, that it is a limited liability company organized and existing under the laws of the State of Delaware, that one thousand (1,000) membership interests constitute all of its existing membership interests, and that the owner of all of the membership interests is P&O Ports North America Inc. (hereinafter called "POPNA"), a corporation organized and existing under the laws of the State of Delaware and having an office and place of business at 99 Wood Avenue South, 8th Floor, Iselin, New Jersey 08830, that there are no other membership interests in the Lessee, and that there are no other individuals or corporations and no partnerships or other entities, except as later set forth in this Section, having any direct or indirect beneficial ownership of the Lessee.

(2) The Lessee hereby represents, knowing that the Port Authority is relying on the accuracy of such representation, that:

(i) On the date hereof: (A) one hundred percent (100%) of the outstanding capital stock of POPNA is owned by Ports America, Inc. (hereinafter called "PAI"), a corporation organized and existing under the laws of the State of Delaware and having an office and place of business at 70 Pine Street, New York, New York 10270; and no person other than PAI controls POPNA; (B) one hundred percent (100%) of the outstanding voting securities of PAI is owned by AIG Ports America, Inc. (hereinafter called "AIGPA"), a corporation organized and existing under the laws of the State of Delaware and having an office and place of business at 70 Pine Street, New York, New York 10270; and no person other than AIGPA controls PAI; and (C) one hundred percent (100%) of the outstanding capital stock of AIGPA is owned by AIG Global Asset Management Holdings Corp. (hereinafter called "AIGGIG"), a corporation organized and existing under the laws of the State of Delaware and having an office and place of business at 70 Pine Street, New York, New York 10270, and no person other than AIGGIG controls AIGPA.

(ii) On the date hereof, American International Group, Inc. ("AIG Parent"), a corporation organized and existing under the laws of the State of Delaware and having an office and place of business at 70 Pine Street, New York, New York 10270, owns directly or indirectly, a majority of the outstanding voting securities of AIGGIG and AIG Parent controls AIGGIG.

(iii) It is expressly agreed by the Port Authority that at any time after the date hereof, AIGGIG and AIGPA may create a class of non-voting securities in PAI and transfer any of such non-voting securities in PAI to one or more Affiliates (including AIG Highstar Capital III, L.P.), provided that (A) AIGGIG shall give the Port Authority written notice of any such transfer, and (B) the representations in clauses (a)(2)(i) and (a)(2)(ii) above continue to be true in all respects as of such date.

(3) The Lessee recognizes the fact that a transfer of securities in the Lessee or of a substantial part thereof, or any other act or transaction involving or resulting in a change in the ownership or distribution of such securities or with respect to the identity of the parties in control of the Lessee or the degree thereof, is for practical purposes a transfer or disposition of the rights obtained by the Lessee through this Agreement. The Lessee further recognizes that because of the nature of the obligations of the Lessee hereunder, the qualifications and identity of the Lessee and its security holders are of particular concern to the Port Authority. The Lessee also recognizes that it is because of such qualifications and identity that the Port Authority is entering into this Agreement and, in doing so, is willing to accept and rely on the Lessee for the faithful performance of all obligations and covenants hereunder. Therefore, the Lessee represents and agrees for itself and POPNA, and any successor in interest thereof, respectively, that without the prior written approval of the Port Authority, there shall be no transfer of any securities in the Lessee by POPNA to any other person; nor shall POPNA suffer any transfer to be made; nor shall there be or be suffered to be made by the Lessee or by any owner of securities therein, any other change in the ownership of such securities or in the relative distribution thereof, or with respect to the identity of the parties in control of the Lessee or the degree thereof, by any other method or means, whether by increased capitalization, merger with another entity, amendments to the operating agreement or otherwise, issuance of additional new securities or classification of securities or otherwise; and the Lessee further represents and agrees for itself and POPNA, and any successor in interest thereof, respectively, that the direct ownership and control of the Lessee shall be as set forth in paragraph (a)(1) of this Section except as shall be otherwise approved by the Port Authority pursuant to the provisions of this paragraph (a)(3).

(4) The Lessee represents and agrees that AIG Parent shall maintain its ownership of a majority of the voting securities of AIGGIG and that AIG Parent shall control AIGGIG. The Lessee further represents and agrees that without the prior written approval of the Port Authority: (A) AIGGIG shall maintain one hundred percent (100%) of the outstanding capital stock of AIGPA and no person other than AIGGIG shall control AIGPA, (B) AIGGIG shall maintain one hundred percent (100%) of the voting control, either through AIGPA or through another wholly owned Affiliate of

AIGGIG, of PAI, and (C) PAI shall maintain one hundred percent (100%) of the outstanding securities of POPNA.

(5)(i) In the event that AIG Parent enters into a binding agreement to transfer, transfers or sells, or otherwise agrees to transfer or sell, directly or indirectly, (A) a majority of the voting securities of AIGGIG or (B) control of AIGGIG, Lessee agrees to give the Port Authority written notice of such proposed transfer or sale within three (3) business days of public announcement of such transfer or sale or its learning of such proposed transfer or sale; following receipt by the Port Authority of such written notice, the Port Authority shall have sixty (60) days to notify Lessee and AIGGIG as to whether or not it will consent to such transfer of ownership or control of AIGGIG and the terms of such consent; provided, however, that if the transfer or sale referenced above to the party as detailed in the notice is not consummated, then the Port Authority shall have no right under this clause (a)(5) to terminate this Agreement pursuant to Section 25 hereof.

(ii) In the event that the Port Authority does not consent to such proposed transfer or sale of AIGGIG as provided above, Lessee and/or POPNA, PAI, AIGPA and AIGGIG shall have one (1) year from the consummation of such transfer or sale of AIGGIG during which time period Lessee, POPNA, PAI, AIGPA and AIGGIG shall use commercially reasonable efforts to consummate a sale or other transaction, the result of which is that Lessee will then be owned and controlled by an entity or person which has been consented to by Port Authority as provided in this Section 48(a)(5). During such time period, Lessee agrees on behalf of POPNA, PAI, AIGPA and AIGGIG to (A) provide the Port Authority with transaction updates from time to time, but no less frequently than monthly, (B) "ringfence" the management of PNCT such that none of PAI, POPNA , AIGPA or AIGGIG shall have any management or decision making authority over Lessee with respect to the management of the business or operations of Lessee during the period it takes to effect a transaction, (C) use commercially reasonable efforts to conduct the sale or transfer of Lessee in such a way as to minimize any adverse impact on the business and operations of the Lessee (the Port Authority and Lessee acknowledge and agree that this sub clause (C) is limited to the conduct of the relevant parties, and that the required sale or transfer and the determination of the actual entity to be sold or transferred to comply with this Section 48(a)(5) alone shall not constitute a breach of Lessee's obligations under this sub clause (C)), and (D) upon the execution of binding documents to effect such transaction, seek the required consent of the Port Authority to such transaction. For the limited purpose of this Section 48(a)(5), the standard for any required consent of the Port Authority shall be in accordance with the criteria established under that portion of the Official Minutes of the Port Authority adopted February 22, 2007, entitled *"Port Facilities – Consent to Transfers of Leases and Changes of Ownership Interests"* (the "Consent Criteria"); provided however, that the parties hereto agree that: (I) any commitment to maintain the existing management structure at the Lessee, including a management continuity plan instituted at the Lessee, POPNA, PAI, AIGPA, AIGGIG, as applicable, will be taken into account by the Port Authority when applying the Consent Criteria and its determination of Lessee's satisfaction of such Consent Criteria; (II) a demonstrated commitment to maintain the existing business plan (including budgeted capital expenditure amounts

previously included in the Lessee's business plan provided to the Port Authority and as publicly announced by Lessee and its affiliates on February 16, 2007) will be taken into account by the Port Authority when applying the Consent Criteria and its determination of Lessee's satisfaction of such Consent Criteria; and (III) the consideration contemplated in such Consent Criteria to be paid by Lessee to the Port Authority in connection with the Port Authority's grant of any required consent under this Section 48 (a)(5) shall be up to $10,000,000, which amount shall be used by the Port Authority to fund or offset, as the case may be, past, existing or future capital investment projects undertaken by the Port Authority that were intended, or will be intended, as the case may be, to have a direct or indirect benefit to the port terminal leased by Lessee from the Port Authority pursuant to this Agreement.

(iii) In the event that Lessee, POPNA, PAI, AIGPA and AIGGIG, as applicable, have used commercially reasonable efforts to consummate a transaction as required by Section 48(a)(5) above, in the event that such transaction would otherwise have been consummated but for the granting by the Port Authority of its required consent, Lessee and the Port Authority shall negotiate in good faith an extension to the time period granted above to complete such a sale or other transaction to an alternative transferee, such extension period not to exceed two (2) months, and the Port Authority shall retain its right to consent hereunder, subject to the Consent Criteria.

(6) The Lessee acknowledges that it is contemplated that POPNA may become a publicly owned entity (as defined in paragraph (f) of this Section), or that a parent corporation of POPNA owning one hundred percent (100%) of the voting securities of and controlling POPNA (which parent corporation(s) are hereinafter individually and collectively called the "Parent Company" and include PAI, AIGPA or AIGGIG) may become a publicly owned entity. Notwithstanding any other provision of this Section 48, in the event that POPNA or the Parent Company shall become a publicly owned entity and, as a result of such transaction, the required ownership of POPNA set forth above in this Section 48 shall cease to be in effect, such failure to so maintain said ownership interests shall not be an event of default under this Section 48 granting the Port Authority the right to terminate this Agreement under Section 25 hereof; provided that POPNA or the Parent Company, as a publicly owned entity, shall be listed on a major stock exchange (as hereinafter defined); and provided further that, no individual, corporation, partnership or other entity (other than PAI, AIGPA, AIGGIG or a publicly owned entity listed on a major stock exchange in the event and so long as no individual, corporation, partnership or other entity shall have control of any class of outstanding voting securities of such publicly owned entity) shall control any class of the outstanding voting securities of POPNA or of the Parent Company unless the Port Authority shall have given its prior written consent thereto, and if any such event shall occur and be continuing then the Port Authority shall have the right to terminate this Agreement and the letting hereunder pursuant to the provisions of Section 25 hereof. For the purposes of this Section 48, a "major stock exchange" shall be the London Stock Exchange, the Amsterdam Stock Exchange, the American Stock Exchange, the New York Stock Exchange, the NASDAQ Stock Market, the Singapore Stock Exchange or the Tokyo Stock Exchange.

(b) The Lessee acknowledges that the Lessee's assurance of faithful performance of these provisions is a special inducement for the Port Authority to enter into this Agreement. Noncompliance on the part of the Lessee with the provisions contained in this Section 48 (taking into account any time periods provided in Section 48(a)(5) hereof) shall constitute an event of default under Section 25 of this Agreement, and the Port Authority shall have the right to terminate this Agreement and the letting hereunder pursuant to the provisions of said Section 25 hereof.

(c) The foregoing right of termination shall be in addition to all other rights of termination the Port Authority has under this Agreement and the failure of the Port Authority to exercise its right of termination under this Section at any time in which it may have such right shall not affect, waive or limit its right to exercise said right of termination at any subsequent time.

(d) The term "control" as used herein shall mean the direct or indirect power through contract, arrangement, understanding, relationship, ownership of other business entities or otherwise to dispose of or to direct the disposal of, or to vote or to direct the voting of, any voting security of an entity.

(e) The term "security" shall include any membership interest, stock, any bond which carries voting rights, or rights or options to subscribe to, purchase, convert or transfer into or otherwise acquire equity securities, or any other obligation of a limited liability company or a corporation the holder of which has any voting rights including but not limited to the right to vote for the election of members of the governing body or board of directors of said limited liability company or corporation and shall include any security convertible into a voting security and any right, option or warrant to purchase a voting security.

(f) A "publicly owned entity" shall be and mean one that has any class of securities subject to the registration and reporting requirements of the Securities Exchange Act of 1934, or any successor or substitute therefore, and any entity that has met any equivalent legal registration or listing requirement of Great Britain, the Netherlands, Singapore or Japan, as the circumstances require.

(g) The term "Affiliate" shall mean any person that is directly or indirectly controls, is controlled by or is under common control with such person.

(h) The Lessee shall promptly advise the Port Authority of any change in the representations made in paragraph (a)(1), (a)(2), (a)(3) or (a)(4) of this Section 48."

4. Section 40 of the Lease and Schedule "C" of the Lease are hereby deleted and terminated in their entirety and shall have no further force and effect from and after the date of this Agreement.

5. The Lessee agrees with the Port Authority that during the term of the Lease as herein amended:

(a) Compliance Certificates. The Lessee shall, subject to the confidentiality restrictions in clause (c) below, provide to the Port Authority, its designated agents and advisors at the same time, and in any event as soon as practicable after providing the same to the lenders under the Credit Agreement (as defined below), a copy of the certificates required to be provided by any of the independent public accountants, the chief financial officer of Ports America, Inc. ("PAI") or the chief executive officer of PAI under the credit agreement (the "Credit Agreement") dated as of March __, 2007 among PAI and the lenders named therein relating to the financing of the purchase by PAI of P&O North America, Inc. ("POPNA") with respect to (A) in the case of the independent public accountants, compliance with the financial covenants thereunder and (B) in the case of the chief financial officer or chief executive officer of PAI, the absence of any default or event of default thereunder; provided ,that any such certificate(s) from the independent public accountants shall only be provided to the Port Authority hereunder to the extent the same is required to be delivered to the lenders pursuant to the Credit Agreement.

(b) Financial Reports. In the event that (i) Lessee fails to provide any of the compliance certificates to be delivered to the Port Authority pursuant to clause (a) above within five (5) business days of a request from the Port Authority to Lessee to provide such certificate(s) that have been delivered to the lenders as contemplated in clause (a) above, or (ii) any of the compliance certificates provided pursuant to clause (a) above indicates noncompliance with the financial covenants or a default or event of default under the Credit Agreement, then for the period covered by such certificate or so long as such noncompliance or default or event of default shall be continuing, as applicable, the Lessee shall make available to the Port Authority, during normal business hours upon the Port Authority's reasonable prior notice to Lessee, at the office of the Lessee or one of its agents or advisors solely for review by the Port Authority and its agents at such location and without taking any copies, each of the following:

(i) Quarterly Reports. As soon as available, and in any event within 60 days after the end of each of the first three quarters of each fiscal year, the unaudited balance sheet of Lessee as of the close of such quarter and related statements of income and cash flow for such quarter and that portion of the fiscal year ending as of the close of such quarter, setting forth in comparative form the figures for the corresponding period in the prior fiscal year certified by the chief executive officer of the Lessee as fairly presenting in all material respects the financial position, results of operations and cash flow of Lessee as at the dates indicated and for the periods indicated in accordance with GAAP (subject to the absence of footnote disclosure and normal year-end audit adjustments).

(ii) Annual Reports. As soon as available, and in any event within 120 days after the end of each fiscal year, the balance sheet of Lessee as of the end of such year and related statements of income, stockholders' equity and cash flow for such fiscal year, each prepared in accordance with GAAP, together with a certification by independent certified public accountants for the Lessee that such financial statements fairly present in all material respects the financial position, results of operations and cash flow of Lessee as at the dates indicated and for the periods indicated therein in accordance with GAAP without qualification as to the scope of the audit or as to going concern and without any other similar qualification.

(c) Labor Matters. The Lessee shall give the Port Authority notice (which notice may be made by telephone if promptly confirmed in writing), promptly after, and in any event within ten (10) days after the chief executive officer of the Lessee knows or has reason to know of, the commencement of any Labor Activity (as defined below) at the premises which has materially interfered, or could reasonably be expected to materially interfere, with the operation of the premises. As used in this clause (c), "Labor Activity" shall mean and include strikes, boycotts, picketing, work-stoppages, slowdowns or labor disputes.

(d) Maintenance of PNCT Books and Records. The Lessee shall: (i) maintain books, records and accounts with respect to the business and operations of Lessee on a separate stand-alone basis from the overall operations of PAI, POPNA and any other direct or indirect subsidiaries thereof, in accordance with good business practice and applicable law; and (ii) make available to the Port Authority, during normal business hours upon the Port Authority's reasonable prior notice to Lessee, at the office of the Lessee or one of its agents or advisors solely for review by the Port Authority and its agents at such location and without taking any copies, that portion of such books, records and accounts relating to security matters at the premises or as may reasonably be required for the Port Authority to verify calculations relating to container throughput rentals and reimbursement requests made from time to time.

(e) Confidentiality. The Port Authority agrees that all information delivered pursuant to this paragraph, including, without limitation, the certificates delivered pursuant to clause (a) above, and (ii) all notes, reports and analyses prepared by the Port Authority, its representatives or its advisors in connection with their review of materials provided or made available pursuant to this paragraph, including, without limitation, the books and records and other materials provided or made available pursuant to clauses (a), (b) or (d) above, shall, to the fullest extent permitted by applicable law, be treated confidentially and protected from disclosure by the Port Authority, including, without limitation, pursuant to any available exceptions or exemptions under the Port Authority's "Freedom of Information Act – Port Authority Policy and Procedure". If the Port Authority receives any request to disclose any of the information provided hereunder, the Port Authority agrees to provide the Lessee with prior written notice of such requirement so that the Lessee may seek a protective order or other appropriate remedy, and/or waive compliance with the terms of this provision. If such protective order or other remedy is not obtained, or if the Lessee waives compliance with the provisions hereof, the Port Authority agrees to disclose only that portion of the information that it is advised by counsel is legally required and it shall exercise its commercially reasonable efforts to obtain assurance that confidential treatment will be accorded to such information.

6. Effective as of January 1, 2007, (1) paragraphs (b), (c) and (d) of Section 41 of the Lease entitled *"Terminal Guarantee"*, as such provision was amended by Supplement No. 5 to the Lease, shall be deemed deleted and Addendum A attached to this Agreement and incorporated by reference herein shall be deemed inserted in lieu thereof (which Addendum A attached to this Agreement is a photocopy of Addendum A attached to said Supplement No. 5 with written changes noted thereon); (2) paragraphs (f) and (g) of said Section 41, as such provision was amended by Supplement No. 5 to the Lease, shall be deemed deleted and Addendum B attached to this Agreement and incorporated by reference herein shall be deemed inserted in lieu thereof (which Addendum B attached to this Agreement is a photocopy of Addendum B attached to said Supplement No. 5 with written changes noted thereon); and

(3) Schedule D and Schedule E attached to the Lease, as such schedules were amended by Supplement No. 5 to the Lease, shall be deemed deleted and Schedule D and Schedule E attached to this Agreement and incorporated by reference herein shall be deemed substituted therefor. From and after January 1, 2007, the Lessee shall pay the Guaranteed Rental, as defined in the Lease as amended hereby, in accordance with the provisions of said Section 41 as so amended.

7. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect.

8. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

9. This Agreement, together with the Lease (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Agreement.

Signature page follows

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By: _____
Name: Richard H. Larrabee
Title: Director, Port Commerce

WITNESS:

_____

PORT NEWARK CONTAINER TERMINAL LLC

By: _____
Name:
Title:

APPROVED:
FORM | TERMS

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

_____

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By: _____
Name:
Title:

WITNESS:

_____

PORT NEWARK CONTAINER TERMINAL LLC

By: Donald P. Hansen
Name: Donald P. Hansen
Title: President

ADDENDUM A

(b) The Lessee shall be subject to the payment of a guaranteed rental (hereinafter called the "Guaranteed Rental") for the Terminal Throughput Year commencing on January 1, 2004, and ending on December 31, 2004, and in each subsequent Terminal Throughput Year to occur thereafter during the term of the letting under this Agreement as follows: in the event that the number of Qualified Containers loaded onto or discharged from vessels berthing at the premises during any such Terminal Throughput Year shall not exceed the Rent Guarantee Number for that Terminal Throughput Year, the Lessee shall pay to the Port Authority a Guaranteed Rental equal to the product obtained by multiplying

(1) the excess of the Rent Guarantee Number for that Terminal Throughput Year over the greater of (i) the actual number of Qualified Containers loaded onto or discharged from vessels berthing at the premises during that Terminal Throughput Year, or (ii) the Exemption Number (as defined in subparagraph (5) of paragraph (a) of Section 5 hereof); by

(2) the Throughput Rental Rate in effect on the last day of that Terminal Throughput Year pursuant to the provisions of Sections 5 and 6 hereof.

Any Guaranteed Rental owed under this Section shall be paid by the Lessee to the Port Authority within ten (10) days after notification by the Port Authority to the Lessee stating the amount thereof.

(c) Notwithstanding any provision to the contrary contained in this Section, the Rent Guarantee Number of three hundred fifty thousand (350,000), as set forth in Schedule D hereto for the Terminal Throughput Year ending on December 31, 2004, shall not be increased and shall remain at three hundred fifty thousand (350,000) for purposes of the calculation of the Guaranteed Rental in the event that the Forty-five Foot Deepening shall not have been completed by December 31, 2004. The calculation of the Guaranteed Rental shall be made based on the Rent Guarantee Number of three hundred fifty thousand (350,000) until such time as the Forty-five Foot Deepening is completed, and upon the completion thereof the calculation of the next payable Guaranteed Rental shall reflect the Rent Guarantee Number of three hundred fifty thousand (350,000) for any portion of the Terminal Throughput Year preceding the completion of the Forty-five Foot Deepening and shall reflect the Rent Guarantee Number of three hundred fifty-five thousand (355,000) for any portion of the Terminal Throughput Year following the completion thereof, unless the Forty-five Foot Deepening shall be completed on the last day of the Terminal Throughput Year, in which event the Rent Guarantee Number for the entire Terminal Throughput Year next following the Terminal Throughput Year in which the Forty-five Foot Deepening shall be completed shall be three hundred fifty-five thousand (355,000). Thereafter the Rent Guarantee Number shall increase in the succession set forth in Schedule D hereto for the succeeding Terminal Throughput Years without regard to the actual calendar year of the Terminal Throughput Year set forth in said Schedule D. In addition, and notwithstanding any provision to the contrary contained in this Section, the Rent Guarantee

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Number of four hundred ~~one~~ thousand (~~401,000~~), as set forth in Schedule D hereto for the Terminal Throughput Year ending on December 31, 2009, or such lower Rent Guarantee Number as shall then be in effect pursuant to the provisions set forth above in this paragraph (which applicable Rent Guarantee Number is hereinafter called "the 2009 Rent Guarantee Number"), shall not be increased and shall remain at the 2009 Rent Guarantee Number for purposes of the calculation of the Guaranteed Rental in the event that the Fifty Foot Deepening shall not have been completed by December 31, 2009. The calculation of the Guaranteed Rental shall be made based on the 2009 Rent Guarantee Number until such time as the Fifty Foot Deepening is completed, and upon the completion thereof the calculation of the next payable Guaranteed Rental shall reflect the 2009 Rent Guarantee Number for any portion of the Terminal Throughput Year preceding the completion of the Fifty Foot Deepening and shall reflect the Rent Guarantee Number next succeeding the 2009 Rent Guarantee Number for any portion of the Terminal Throughput Year following the completion thereof, unless the Fifty Foot Deepening shall be completed on the last day of the Terminal Throughput Year, in which event the Rent Guarantee Number for the entire Terminal Throughput Year next following the Terminal Throughput Year in which the Fifty Foot Deepening shall be completed shall be the Rent Guarantee Number next succeeding the 2009 Rent Guarantee Number. Thereafter the Rent Guarantee Number shall increase in the succession set forth in Schedule D hereto for the succeeding Terminal Throughput Years without regard to the actual calendar year of the Terminal Throughput Year set forth in said Schedule D.

(d) Notwithstanding any provision to the contrary contained in this Section, the Rent Guarantee Number of three hundred fifty-five thousand (355,000), as set forth in Schedule D hereto for the Terminal Throughput Year ending on December 31, 2005, shall not be increased and shall remain at three hundred fifty-five thousand (355,000) for purposes of the calculation of the Guaranteed Rental in the event that the Dredging, as defined in Section 8 (a) (3) hereof, shall not have been completed by December 31, 2005, because of the inability of the Lessee to obtain all necessary permits and governmental authorizations to perform the Dredging. The calculation of the Guaranteed Rental shall be made based on the Rent Guarantee Number of three hundred fifty-five thousand (355,000) until such time as the Dredging is completed, and upon the completion thereof the calculation of the next payable Guaranteed Rental shall reflect the Rent Guarantee Number of three hundred fifty-five thousand (355,000) for any portion of the Terminal Throughput Year preceding the completion of the Dredging and shall reflect the Rent Guarantee Number of three hundred sixty thousand (360,000) for any portion of the Terminal Throughput Year following the completion thereof, unless the Dredging shall be completed on the last day of the Terminal Throughput Year, in which event the Rent Guarantee Number for the entire Terminal Throughput Year next following the Terminal Throughput Year in which the Dredging shall be completed shall be three hundred sixty thousand (360,000). Thereafter the Rent Guarantee Number shall increase in the succession set forth in Schedule D hereto for the succeeding Terminal Throughput Years without regard to the actual calendar year of the Terminal Throughput Year set forth in said Schedule D. In addition, and notwithstanding any provision to the contrary contained in this Section, the Rent Guarantee Number of four hundred ~~six~~ thousand (~~406,000~~), as set forth in Schedule D hereto for the Terminal Throughput

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Year ending on December 31, 2010, or such lower Rent Guarantee Number as shall then be in effect pursuant to the provisions set forth above in this paragraph (which applicable Rent Guarantee Number is hereinafter called "the 2010 Rent Guarantee Number"), shall not be increased and shall remain at the 2010 Rent Guarantee Number for purposes of the calculation of the Guaranteed Rental in the event that the Fifty-two Foot Dredging, as defined in Section 8(a)(5) hereof, shall not have been completed by December 31, 2010, because of the inability of the Lessee to obtain all necessary permits and governmental authorizations to perform Fifty-two Foot Dredging. The calculation of the Guaranteed Rental shall be made based on the 2010 Rent Guarantee Number until such time as the fifty-two Foot Dredging is completed, and upon the completion thereof the calculation of the next payable Guaranteed Rental shall reflect the 2010 Rent Guarantee Number for any portion of the Terminal Throughput Year preceding the completion of the Fifty-two Foot Dredging and shall reflect the Rent Guarantee Number next succeeding the 2010 Rent Guarantee Number for any portion of the Terminal Throughput Year following the completion thereof, unless the Fifty-two Foot Dredging shall be completed on the last day of the Terminal Throughput Year, in which event the Rent Guarantee Number for the entire Terminal Throughput Year next following the Terminal Throughput Year in which the Fifty-two Foot Dredging shall be completed shall be the Rent Guarantee Number next succeeding the 2010 Rent Guarantee Number. Thereafter the Rent Guarantee Number shall increase in the succession set forth in Schedule D hereto for the succeeding Terminal Throughput Years without regard to the actual calendar year of the Terminal Throughput Year set forth in said Schedule D. The postponement of the respective increase in the Rent Guarantee Number as set forth above in this paragraph shall be conditioned upon the Lessee's having made timely, diligent and continuous efforts to obtain any permits and governmental authorizations necessary respectively for the Dredging and the Fifty-two Foot Dredging and, upon obtaining them, having proceeded to the completion of the respective dredging as expeditiously as possible.

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ADDENDUM B

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(f) Notwithstanding any provision to the contrary contained in this Section, the Terminal Guarantee Number of two hundred ten thousand (210,000), as set forth in Schedule E hereto for the Terminal Throughput Year ending on December 31, 2004, shall not be increased and shall remain at two hundred ten thousand (210,000) for purposes of the termination right set forth in paragraph (d) of this Section in the event that the Forty-five Foot Deepening shall not have been completed by December 31, 2004. The calculation of the Terminal Guarantee Number for each of any three consecutive Terminal Throughput Years shall be made based on the Terminal Guarantee Number of two hundred ten thousand (210,000) until such time as the Forty-five Foot Deepening is completed, and upon the completion thereof the calculation of the Terminal Guarantee Number for the Terminal Throughput Year in which such completion shall occur shall reflect the Terminal Guarantee Number of two hundred ten thousand (210,000) for any portion of the Terminal Throughput Year preceding the completion of the Forty-five Foot Deepening and shall reflect the Terminal Guarantee Number of two hundred thirteen thousand (213,000) for any portion of the Terminal Throughput Year following the completion thereof, unless the Forty-five Foot Deepening shall be completed on the last day of the Terminal Throughput Year, in which event the Terminal Guarantee Number for the entire Terminal Throughput Year next following the Terminal Throughput Year in which the Forty-five Foot Deepening shall be completed shall be two hundred thirteen thousand (213,000). Thereafter the Terminal Guarantee Number shall increase in the succession set forth in Schedule E hereto for the succeeding Terminal Throughput Years without regard to the actual calendar year of the Terminal Throughput Year set forth in said Schedule E. In addition, and notwithstanding any provision to the contrary contained in this Section, the Terminal Guarantee Number of two hundred ~~forty~~ thousand six hundred (~~240,600~~), as set forth in Schedule E hereto for the Terminal Throughput Year ending on December 31, 2009, or such lower Terminal Guarantee Number as shall then be in effect pursuant to the provisions set forth above in this paragraph (which applicable Terminal Guarantee Number is hereinafter called "the 2009 Terminal Guarantee Number"), shall not be increased and shall remain at the 2009 Terminal Guarantee Number for purposes of the termination right set forth in paragraph (d) of this Section in the event that the Fifty Foot Deepening shall not have been completed by December 31, 2009. The calculation of the Terminal Guarantee Number for each of any three consecutive Terminal Throughput Years shall be made based on the 2009 Terminal Guarantee Number until such time as the Fifty Foot Deepening is completed, and upon the completion thereof the calculation of the Terminal Guarantee Number for the Terminal Throughput Year in which such completion shall occur shall reflect the 2009 Terminal Guarantee Number for any portion of the Terminal Throughput Year preceding the completion of the Fifty Foot Deepening and shall reflect the Terminal Guarantee Number next succeeding the 2009 Terminal Guarantee Number for any portion of the Terminal Throughput Year following the completion thereof, unless the Fifty Foot Deepening shall be completed on the last day of the Terminal Throughput Year, in which event the Terminal Guarantee Number for the entire Terminal Throughput Year next following the Terminal Throughput Year in which the Fifty Foot Deepening shall be completed shall be the

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Terminal Guarantee Number next succeeding the 2009 Terminal Guarantee Number. Thereafter the Terminal Guarantee Number shall increase in the succession set forth in Schedule E hereto for the succeeding Terminal Throughput Years without regard to the actual calendar year of the Terminal Throughput Year set forth in said Schedule E.

(g) Notwithstanding any provision to the contrary contained in this Section, the Terminal Guarantee Number of two hundred thirteen thousand (213,000), as set forth in Schedule E hereto for the Terminal Throughput Year ending on December 31, 2005, shall not be increased and shall remain at two hundred thirteen thousand (213,000) for purposes of the termination right set forth in paragraph (d) of this Section in the event that the Dredging, as defined in Section 8 (a) (3) hereof, shall not have been completed by December 31, 2005, because of the inability of the Lessee to obtain all necessary permits and governmental authorizations to perform the Dredging. The calculation of the Terminal Guarantee Number for each of any three consecutive Terminal Throughput Years shall be made based on the Terminal Guarantee Number of two hundred thirteen thousand (213,000) until such time as the Dredging is completed, and upon the completion thereof the calculation of the Terminal Guarantee Number for the Terminal Throughput Year in which such completion shall occur shall reflect the Terminal Guarantee Number of two hundred thirteen thousand (213,000) for any portion of the Terminal Throughput Year preceding the completion of the Dredging and shall reflect the Terminal Guarantee Number of two hundred sixteen thousand (216,000) for any portion of the Terminal Throughput Year following the completion thereof, unless the Dredging shall be completed on the last day of the Terminal Throughput Year, in which event the Terminal Guarantee Number for the entire Terminal Throughput Year next following the Terminal Throughput Year in which the Dredging shall be completed shall be two hundred sixteen thousand (216,000). Thereafter the Terminal Guarantee Number shall increase in the succession set forth in Schedule E hereto for the succeeding Terminal Throughput Years without regard to the actual calendar year of the Terminal Throughput Year set forth in said Schedule E. In addition, and notwithstanding any provision to the contrary contained in this Section, the Terminal Guarantee Number of two hundred ~~forty-three~~ thousand six hundred (~~243,600~~), as set forth in Schedule E hereto for the Terminal Throughput Year ending on December 31, 2010, or such lower Terminal Guarantee Number as shall then be in effect pursuant to the provisions set forth above in this paragraph (which applicable Terminal Guarantee Number is hereinafter called "the 2010 Terminal Guarantee Number"), shall not be increased and shall remain at the 2010 Terminal Guarantee Number for purposes of the termination right set forth in paragraph (d) of this Section in the event that the Fifty-two Foot Dredging, as defined in Section 8 (a) (5) hereof, shall not have been completed by December 31, 2010, because of the inability of the Lessee to obtain all necessary permits and governmental authorizations to perform the Fifty-two Foot Dredging. The calculation of the Terminal Guarantee Number for each of any three consecutive Terminal Throughput Years shall be made based on the 2010 Terminal Guarantee Number until such time as the Fifty-two Foot Dredging is completed, and upon the completion thereof the calculation of the Terminal Guarantee Number for the Terminal Throughput Year in which such completion shall occur shall reflect the 2010 Terminal Guarantee Number for any portion of the

Terminal Throughput Year preceding the completion of the Fifty-two Foot Dredging and shall reflect the Terminal Guarantee Number next succeeding the 2010 Terminal Guarantee Number for any portion of the Terminal Throughput Year following the completion thereof, unless the Fifty-two Foot Dredging shall be completed on the last day of the Terminal Throughput Year, in which event the Terminal Guarantee Number for the entire Terminal Throughput Year next following the Terminal Throughput Year in which the Fifty-two Foot Dredging shall be completed shall be the Terminal Guarantee Number next succeeding the 2010 Terminal Guarantee Number. Thereafter the Terminal Guarantee Number shall increase in the succession set forth in Schedule E hereto for the succeeding Terminal Throughput Years without regard to the actual calendar year of the Terminal Throughput Year set forth in said Schedule E. The postponement of the respective increase in the Terminal Guarantee Number as set forth above in this paragraph shall be conditioned upon the Lessee's having made timely, diligent and continuous efforts to obtain any permits and governmental authorizations necessary respectively for the Dredging and the Fifty-two Foot Dredging and, upon obtaining them, having proceeded to the completion of the respective dredging as expeditiously as possible.

PNCT LLC TERMINAL GUARANTEE
Schedules D and E
(Effective January 1,2007)

Annual Containers Handled

Year Commencing	# of Containers (Schedule D)	60% (Schedule E)
1/1/2004	350,000	210,000
1/1/2005	355,000	213,000
1/1/2006	360,000	216,000
1/1/2007	390,000	234,000
1/1/2008	421,000	252,600
1/1/2009	426,000	255,600
1/1/2010	431,000	258,600
1/1/2011	436,000	261,600
1/1/2012	441,000	264,600
1/1/2013	446,000	267,600
1/1/2014	451,000	270,600
1/1/2015	456,000	273,600
1/1/2016	461,000	276,600
1/1/2017	466,000	279,600
1/1/2018	471,000	282,600
1/1/2019	476,000	285,600
1/1/2020	481,000	288,600
1/1/2021	486,000	291,600
1/1/2022	491,000	294,600
1/1/2023	496,000	297,600
1/1/2024	501,000	300,600
1/1/2025	501,000	300,600
1/1/2026	501,000	300,600
1/1/2027	501,000	300,600
1/1/2028	501,000	300,600
1/1/2029	501,000	300,600
1/1/2030	501,000	300,600

Form - All-Purpose Ack. N.Y. (rev 9/1/99)

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 14th day of March in the year 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared Richard M. Lanahan, Director Port Comm, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(notarial seal and stamp)

LUCY AMBROSINO
NOTARY PUBLIC, STATE OF NEW YORK
No. 01AM6101070
QUALIFIED IN NEW YORK COUNTY
MY COMMISSION EXPIRES NOV 3, 2007

STATE OF)
) ss.
COUNTY OF)

On the day of in the year 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(notarial seal and stamp)

Form - All-Purpose Ack. N.Y. (rev 9/1/99)

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the day of in the year 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(notarial seal and stamp)

STATE OF New Jersey)
) ss.
COUNTY OF Essex)

On the 14th day of March in the year 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared Donald P. Hamm , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Andrea Goc
(notarial seal and stamp)

ANDREA GOC
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 2/27/2012

Port Authority Lease No. L-PN-264
Supplement No. 10

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made as of December 31, 2006, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority") and PORT NEWARK CONTAINER TERMINAL LLC (hereinafter called "the Lessee"),

WITNESSETH, That:

WHEREAS, heretofore and as of December 1, 2000, the Port Authority and the Lessee entered into an agreement of lease (hereinafter, as the said agreement of lease has been heretofore amended, modified and supplemented, called "the Lease") covering premises at Port Newark, in the City of Newark, County of Essex and State of New Jersey; and

WHEREAS, the Port Authority and the Lessee desire to amend the Lease;

NOW, THEREFORE, for and in consideration of the mutual agreements hereinafter contained the Port Authority and the Lessee hereby agree as follows:

1. The term of the letting under the Lease of the premises shown on Exhibit A-2 annexed to Supplement No. 1 to the Lease (hereinafter called "the Exhibit A-2 Premises") is hereby extended for the period ending at 11:59 o'clock P.M. on December 31, 2007, unless sooner terminated, at the annual rate of Sixty-eight Thousand Six Hundred Forty-five Dollars and Eighty-five Cents ($68,645.85) payable in advance in equal monthly installments of Five Thousand Seven Hundred Twenty Dollars and Forty-nine Cents ($5,720.49) on January 1, 2007 and on the first day of each calendar month thereafter during the extension of the term of the letting of the Exhibit A-2 Premises.

2. Abatement of basic rental, if any, to which the Lessee may be entitled with respect to the Exhibit A-2 Premises shall be computed in accordance with the provisions of Standard Endorsement No. L27.4 attached hereto and hereby made a part hereof.

3. The Rail Facility Container Lift Fee for each Rail Container Lift, as such terms are defined in paragraph 8(a) of Supplement No. 1 to the Lease, shall be Thirty-four Dollars and Four Cents ($34.04) during the extended term of the letting of the Exhibit A-2 Premises.

CONFORMED COPY

4. The amount "$5,000,000.00" set forth in the eighth line of subparagraph (1) of paragraph (c) of Section 15 of the Lease shall be and be deemed deleted therefrom and the amount "$10,000,000.00" shall be and be deemed substituted in lieu thereof.

5. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect, including without limitation the termination rights of the parties set forth in paragraph 10 of Supplement No. 1 to the Lease.

6. The Lessee represents and warrants that no broker has been concerned in the negotiation of this Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation or execution of this Agreement.

7. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

8. This Agreement, together with the Lease (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and

the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

(Title) RICHARD M. LARRABEE DIRECTOR, PORT COMMERCE DEPT.

(Seal)

WITNESS:

PORT NEWARK CONTAINER TERMINAL LLC

By _____

(Title) President

APPROVED:
FORM | TERMS

(a) If at any time the Lessee shall become entitled to an abatement of basic rental under the provisions of the Lease as herein amended or otherwise, such abatement shall be computed as follows:

(1) For each square foot of usable open area the use of which is denied to the Lessee, at the annual rate of $0.22

(2) For each square foot of usable covered area the use of which is denied to the Lessee, at the annual rate of N/A

(b) If no rates are filled in above then the abatement of basic rental shall be made on an equitable basis, giving effect to the amount and character of the area the use of which is denied the Lessee, as compared with the entire area of such character included in the premises.

(c) If an exemption amount is fixed in the Lease as herein amended, it shall be reduced in the same proportion as the total basic rental is abated.

(d) For the purposes of this Endorsement, the number of square feet of covered area shall be computed as follows: by measuring from the inside surface of outer building walls to the surface of the public area side, or of the non-exclusive area side, as the case may require, of all partitions separating the area measured from adjoining areas designated for the use of the public or for use by the Lessee in common with others, and to the center of partitions separating the area measured from adjoining area exclusively used by others; no deduction will be made for columns, partitions, pilasters or projections necessary to the building and contained within the area measured. Permanent partitions enclosing elevators shafts, stairs, fire towers, vents, pipe shafts, meter closets, flues, stacks and any vertical shafts have the same relation to the area measured as do outer building walls.

(e) In the event that during the term of the letting under the Lease as herein amended the Lessee shall be partially evicted (actually or constructively) and shall remain in possession of the premises or the balance thereof, the Lessee agrees that notwithstanding it might have the right to suspend payment of the rent in the absence of this provision, it will pay at the times and in the manner herein provided, the full basic rental less only an abatement thereof computed in accordance with the above.

Form - All-Purpose Ack. N.Y. (rev 9/1/99)

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 15th day of June in the year 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared RICHARD M. LARRABEE DIRECTOR, PORT COMMERCE DEPT., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Lucy Ambrosino
(notarial seal and stamp)

LUCY AMBROSINO
NOTARY PUBLIC, STATE OF NEW YORK
No. 01AM6101070
QUALIFIED IN NEW YORK COUNTY
MY COMMISSION EXPIRES NOV. 3, 2007

STATE OF New Jersey)
) ss.
COUNTY OF Essex)

On the 30th day of May in the year 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared Ronald Hamm, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Andrea Goc
(notarial seal and stamp)

ANDREA GOC
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 2/27/2012

UNANIMOUS WRITTEN CONSENT
OF MANAGERS OF
PORT NEWARK CONTAINER TERMINAL L.L.C.

The undersigned, being all of the managers of Port Newark Container Terminal L.L.C., a Delaware limited liability company (the "Company"), acting in lieu of a meeting pursuant to Article 9.7 of that certain Amended and Restated Limited Liability Company Operating Agreement entered into as of March 16, 2007 by and between Ports America, Inc. and the Company, hereby consent to the adoption of the following resolutions and actions set forth herein as of the date and year set forth below:

WHEREAS, there has been presented to the managers for their consideration a substantially final draft of a certain supplement no. 10 (the "Lease Supplement") to the Lease Agreement dated December 1, 2000 (No. L-PN-264) (the "Lease") between the Port Authority of New York and New Jersey (the "Port Authority") and the Company, relating to an extension of the term of letting of the Exhibit A-2 Premises, as such Exhibit A-2 Premises are more fully depicted on Exhibit A-2 attached to Supplement No. 1 to the Lease.

NOW, THEREFORE, it is

RESOLVED, that the form, terms and provisions of the Lease Supplement be, and hereby are, authorized, adopted and approved, in such form and containing such terms and conditions, with such changes, additions, deletions, amendments or modifications, as the manager or President executing the same deems necessary, proper or advisable; and it is further

RESOLVED, that all actions taken by the managers or President of the Company prior to the date of this Unanimous Written Consent which are within the authority conferred hereby are ratified and approved; and it is further

RESOLVED, that the managers and President of the Company be, and they hereby are, authorized and directed to take such action and execute and deliver on behalf of the Company such documents and/or instruments as may be necessary to accomplish the intent of the resolutions herein; and it is further

RESOLVED, that the managers and President of the Company be, and each of them acting alone hereby is, authorized, empowered and directed to execute, deliver and cause the performance of the Lease Supplement, in the name and on behalf of the Company, with such changes therein, deletions therefrom or additions thereto as the manager or President executing the same shall approve, the execution and delivery thereof to be conclusive evidence of the approval and ratification thereof by such manager or President and by the Board of Managers; and it is further

RESOLVED, that the managers and President and other officers of the Company be, and each of them acting alone hereby is, authorized and empowered to take, from time to time in the name and on behalf of the Company, such actions and execute and deliver such certificates, instruments, notices and documents, including amendments thereto, as may be required from time to time or as such manager or officer may deem necessary, advisable or proper in order to carry out and perform the obligations of the Company under the Lease Supplement, or any other instrument or documents executed pursuant to or in connection with the Lease Supplement; all

such certificates, instruments, notices and documents to be executed and delivered in such form as the manager executing the same shall approve, the execution and delivery thereof by such manager to be conclusive evidence of the approval and ratification thereof by such manager or officer and by the Board of Managers of the Company.

The actions taken by the execution of this Unanimous Written Consent shall have the same force and effect as if taken at a meeting of the Board of Managers of the Company duly called and constituted in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent as of this _____ day of April, 2007.

Stephen A. Edwards

Michael J.S. Seymour

Donald P. Hamm

Mark Ferrucci

UNANIMOUS WRITTEN CONSENT

OF MANAGERS OF

PORT NEWARK CONTAINER TERMINAL, LLC

The undersigned, being all of the managers of Port Newark Container Terminal, L.L.C., a Delaware limited liability Company (the "Company"), acting in lieu of a meeting pursuant to Article 9.7 of that certain Amended and Restated Limited Liability Company Operating Agreement entered into as of March 16, 2007, by and between Ports America, Inc. f/k/a P&O Ports North America, Inc. and the Company, hereby consent to the Adoption of the following resolutions and actions set forth herein as of the date and year set forth below:

BE IT RESOLVED, that the person's listed below is elected to hold the office so stated effective immediately until their successor is duly elected or until their earlier resignation or removal.

Joseph Colella Vice President and Chief Financial Officer

Maureen Walsh Secretary

In Witness Where of, the undersigned have executed this Unanimous Written Consent as of the day of April 2007.

Michael J. Seymour

Stephen A. Edwards

Donald Hamm

Mark Ferrucci

UNANIMOUS WRITTEN CONSENT

OF MANAGERS OF

PORT NEWARK MAINTENANCE & REPAIR, LLC

The undersigned, being all of the managers of Port Newark Maintenance & Repair, L.L.C., a Delaware limited liability Company (the "Company"), acting in lieu of a meeting pursuant to Article 9.7 of the Limited Liability Company Operating Agreement entered into as of November 22, 2004, by Port Newark Container Terminal, L.L.C., A Delaware limited liability company (the "Member"), as the sole member of the Company hereby consent to the Adoption of the following resolutions and actions set forth herein as of the date and year set forth below:

BE IT RESOLVED, that the person's listed below is elected to hold the office so stated effective immediately until their successor is duly elected or until their earlier resignation or removal.

Joseph Colella Vice President and Chief Financial Officer

Maureen Walsh Secretary

In Witness Where of, the undersigned have executed this Unanimous Written Consent as of the day of April 2007.

Michael J. Seymour

Stephen A. Edwards

Donald Hamm

Mark Ferrucci