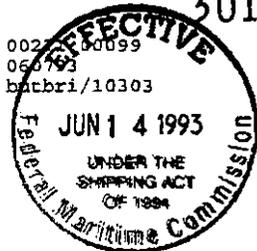


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SEVENTH AMENDMENT TO LEASE AGREEMENT

THIS SEVENTH AMENDMENT ("Amendment") is made as of this 8 day of June, 1993, by and between the PORT OF PALM BEACH DISTRICT, a quasi-public corporation and political subdivision of the State of Florida, organized and existing under, and by virtue of, Chapter 7081, Laws of Florida, Acts of 1945, as amended ("Landlord"), and BIRDSALL, INC., a Florida corporation ("Tenant") having an address at Suite 300, 4 East Port Road, Riviera Beach, Florida, 33404.

RECITALS

A. Landlord and Tenant entered into that certain Lease Agreement dated February 1, 1980, as amended by that certain First Amendment to Lease Agreement dated February 1, 1980, as further amended by that certain Second Amendment to Lease Agreement dated May 1, 1980, as further amended by that certain Third Amendment to Lease Agreement dated August 1, 1980, as further amended by that certain Fourth Amendment to Lease Agreement dated July 9, 1984, as further amended by that certain Fifth Amendment to Lease Agreement dated November 14, 1984, and as further amended by that certain Sixth Amendment to Lease Agreement dated April 26, 1993 (collectively, "Lease Agreement"), pursuant to which Tenant leases from Landlord various improved and unimproved parcels ("Demised Premises") at Landlord's Port of Palm Beach Terminal located in Riviera Beach, Florida.

B. All capitalized terms not otherwise defined herein shall have the meanings ascribed to as such terms in the Lease Agreement.

C. Tenant desires to remove certain parcels from the definition of the Demised Premises leased to Tenant under the Lease Agreement.

D. Tenant desires to extend the term of the Lease Agreement, and to obtain additional rights to renew the Lease Agreement upon the expiration of the term, as extended.

E. Landlord acknowledges Tenant's right to remove said parcels and to extend and renew, and is willing to remove said parcels from the definition of the Demised Premises, and to grant said extension and renewal terms, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

Section 1. Incorporation of Recitals. The above recitals are incorporated herein and made a part hereof by reference for all purposes.

Section 2. Modification of Lease Agreement. After the Effective Date (as defined below) of this Amendment, the Demised Premises under the Lease Agreement shall exclude the "Building I Parcel" described as Parcel 8 in the Lease Agreement, and the "Container Control Parcel" as described in the aforesaid Second Amendment to Lease Agreement dated May 1, 1980 ("Excluded Premises").

Section 3. Extension of Term. The term of the Lease Agreement is hereby extended to ("Extended Term") and shall expire upon, unless terminated or extended as provided herein, the date which is ten (10) years after the "Effective Date," which for purposes of this Amendment shall mean the later to occur of (a) June 1, 1993 or (b) the date on which an executed copy of this Amendment, together with that certain Lease and Terminal Agreement and that certain Fourth Amendment to Maritime Office Building Lease Agreement, both of even date herewith (collectively, "Additional Agreements"), are submitted to the Federal Maritime Commission for filing in accordance with the Shipping Act of 1916. Upon expiration of the Extended Term, Tenant shall have the right, exercisable in its sole option, to renew the Lease Agreement for up to a total of four (4) individual renewal terms ("Renewal Terms") each for a period of five (5) years. The Lease for each Renewal Term shall be upon the terms, conditions, and covenants as contained in the Lease Agreement. If Tenant elects to exercise its option to renew the Lease Agreement upon the expiration of the Extended Term or the then current Renewal Term, it shall furnish written notice of the exercise to Landlord not less than sixty (60) days prior to the expiration of the Extended Term or the then current Renewal Term, as applicable, or ten (10) days after Landlord notifies Tenant in writing of any adjustments to the rent for the Renewal Term, whichever is later; provided, however, Tenant shall have no right to renew the Lease Agreement if Tenant is not current in the payment of rent due thereunder. However, in the event of any dispute or litigation or general issues among the parties, then Tenant shall be considered current in the payment of rent for purposes of this Amendment.

Section 4. Rent. The rentals due under the Lease Agreement shall be amended to exclude the rentals required under the Lease Agreement for the Excluded Premises; that is, the annual rental due under the Lease Agreement shall be reduced by a sum equal to Fourteen Thousand Eight Hundred Sixteen and 01/100 Dollars (\$14,816.01), comprised of the following amounts: (a) Building I Parcel: Fourteen Thousand Sixty Six and 80/100 Dollars (\$14,066.80); (b) Container Control Parcel: Seven Hundred Forty Nine and 21/100 Dollars (\$749.21). Therefore, the rent due under the Lease Agreement as of the Effective Date shall be Two Hundred Fifty Three Thousand Nine Hundred Fifty Dollars and 75/100 Dollars (\$253,950.75) per year.

Section 5. Rent Adjustments. The rent due under the Lease Agreement shall be adjusted based on the cost of living index on the fifth anniversary of the Effective Date, and on each five (5) year anniversary of the Effective Date thereafter, as provided in the Lease Agreement; provided, however, the cost of living index for purposes of such adjustment shall be the cost of living index published by the Bureau of Labor Statistics of the United States Department of Labor, Consumer Price Index for All Urban Consumers (revised series) South Region, (1982-84 = 100) or as amended; and provided further, however, in no event shall the amount of any increase in the rent based on such adjustment ever exceed an amount equivalent to five percent (5%) in any one (1) year.

Section 6. No Cross-Default, Options or Termination. The parties acknowledge that the Lease Agreement, as modified by this Amendment, is intended to be a complete statement of the parties rights and obligations with respect to the subject matter hereof. No default by either Landlord or Tenant under the Lease Agreement shall be considered a default under any other agreement now or hereafter existing between Landlord and Tenant, nor shall any default under any other agreement now or hereafter existing between Landlord and Tenant be deemed to constitute a default under the Lease Agreement. Neither the exercise nor non-exercise of any rights or options of Tenant under the Lease Agreement or under any other agreement now or hereafter existing between Landlord and Tenant, shall be deemed an exercise or non-exercise of any rights or options of Tenant under any such other agreement or under the Lease Agreement, as applicable. Neither the expiration nor termination of the Lease Agreement or of any other agreement now or hereafter existing between Landlord and Tenant shall be deemed to terminate such other agreement or the Lease Agreement, as applicable.

Section 7. Miscellaneous. Except as expressly modified by this Amendment, all of the other terms, conditions and covenants of the Lease Agreement shall remain in full force and effect. In the event of any conflict between this Amendment and the Lease Agreement, the terms of this Amendment shall control.

Section 8. Federal Maritime Commission. This Amendment shall be promptly submitted by Landlord to the Federal Maritime Commission after execution via United States Mail for filing in accordance with the Shipping Act of 1916. The cover letter to the Federal Maritime Commission shall state the fact that this Amendment and the Additional Agreements are being filed to obtain antitrust immunity provided by the Shipping Act of 1916.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment, and have fixed their corporate seal each the day and year first above written, and this Amendment shall be executed in triplicate, at Riviera Beach, Florida.

Witnesses:

Diana Miller
Name: Diana Miller

Owen G. Smith
Name: Owen G. Smith

LANDLORD:

PORT OF PALM BEACH DISTRICT, a quasi-public corporation and political subdivision of the State of Florida.

By: George Hoff
Name: George Hoff
Title: Chairman

Attest: Richard L. Jeans
Name: Richard L. Jeans
Title: Deputy Port Director

(S E A L)

TENANT:

BIRDSALL, INC., a Florida corporation

John E. Cornish
Name: John E. Cornish

Wanda Liscinsky
Name: Wanda Liscinsky

By: Rich Munkatt
Name: Rich Munkatt
Title: President

Attest: Deane Holt
Name: Deane Holt
Title: Asst. Secretary

(S E A L)