

*Efective
January 4, 1985*

LEASE

This Lease Agreement made and entered into by and between the TAMPA PORT AUTHORITY, a body politic and corporate under and by virtue of the Laws of the State of Florida, of Hillsborough County, Florida, hereinafter called "Authority", party of the first part, and PETROLEUM PACKERS, INC. hereinafter called "Tenant", party of the second part. This lease consists of 16 pages, Attachment "A" and Addenda as follows:

ADDENDUM I (Rental)
ADDENDUM II (Option)
ADDENDUM III (Special Provisions)

The Authority is the owner in fee simple of all that certain parcel or parcels of land, the same being situated in Hillsborough County, Florida, and commonly referred to as Hookers Point and sometimes herein referred to as "Terminal Area".

WITNESSETH

That the Authority, for and in consideration of the mutual covenants and agreements herein contained, hereby leases, lets and demises to Tenant, and Tenant hereby leases and hires from the Authority all that certain lot or lots and parcel or parcels of land, consisting of approximately six (6) acres as more particularly described and set forth in Attachment "A" (Tampa Port Authority Drawing No. 963).

TO HAVE AND TO HOLD the said premises with the appurtenances, privileges, rights and claims thereunder pertaining or belonging unto the Tenant for the rent, terms, covenants and conditions herein set forth.

TERM

1. The term of this lease shall be twenty-five years, commencing July 1, 1984 and ending June 30, 2009.

RENTAL

2. The Tenant covenants and agrees to pay to Authority the rent and considerations specified in Addendum I (Rental) in advance on the first day of the month.

Tenant hereby expressly covenants and agrees to pay said rent and to perform each and every other covenant and condition under this Lease Agreement. All rental payments shall be made at Tampa Port Authority,

811 Wynkoop Road, Tampa, Florida, or such other place and to such person or persons as the Authority may from time to time designate in writing. All of said payment shall be made without any set-off or deduction whatsoever. Rental payments not received by the tenth day of each month shall incur a service charge as provided in Item 440 of the Port Charges Tariff and any successor tariffs, which Authority and Tenant both agree is a reasonable cost to the Authority of administering delinquent accounts, plus interest at the rate of fifteen percent (15%) per annum from the date the lease payment became due in accordance with the terms of Section 73.06(2) and 687.03, Florida Statutes. If the Authority does not receive the Tenant's lease payment by the last day of the month, together with the aforementioned service charge and interest to date of payment, the Tenant shall automatically be in default of this lease, without any notice by Authority, and if the Authority subsequently declares this lease to be terminated and the Tenant refuses to give up possession of the premises upon request by the Authority the Authority may demand of the Tenant double its monthly rent in accordance with the terms of Section 83.06(1), Florida Statutes.

UTILITIES

3. Tenant covenants and agrees to provide and pay all impact and hook-up fees and for all charges of water, gas, electric current and other utilities and services used or consumed in or upon the demised premises during the term hereof as and when the charges for the same shall become due and payable and not allow the same to become delinquent or a lien upon any of the property owned by Tenant on the demised premises; provided, however, that if such services are furnished by Authority all bills rendered therefor by Authority to Tenant shall be promptly paid by Tenant, and in the event Tenant becomes delinquent on any such account so rendered, same shall constitute and be a lien on all property of Tenant located upon the demised premises.

CONDITION OF PROPERTY

Tenant covenants that is has examined and knows the condition of the leased premises, and that no representations as to the condition or repair thereof have been made by Authority or by its agents prior to or at the execution of this Lease except those expressly stated herein, if any.

MAINTENANCE AND REPAIR

5. Tenant, at Tenant's own cost and expense, at all times during the term of this Lease Agreement agrees to keep, maintain or cause to be kept and maintained the property and all buildings and improvements (including, but not limited to, bulkhead, railroad tracks, and silos) which may be erected on the property in a good state of appearance and repair, reasonable wear and tear excepted, to the reasonable satisfaction of Authority.

If the property, Tenant's improvements, or any part thereof are damaged or destroyed by reason of fire, casualty, catastrophe or any other cause, Tenant shall promptly restore and repair the property and improvements and this Lease Agreement shall remain in full force and effect.

At the end or earlier termination of the term of this Lease, Tenant agrees to peaceably and quietly leave and surrender and deliver up said premises to Authority in as good order and condition as when received, subject to changes, alterations, and repairs made by Tenant under written authorization therefor from Authority reasonable wear and tear thereof excepted.

ALTERATIONS

6. The Tenant shall not, without prior written approval and authorization of the Authority make any improvements, alterations, additions to or changes in the building and structures located upon demised premises. There shall be no interference with the navigation or the operation of the Port or the operations of the Authority or of other Tenants. In the event such authorization is given, Tenant agrees to complete such alterations, and improvements in accordance with the approved plans and specifications therefor, free and clear of materialmen's and laborers' liens and in a first class workmanship-like manner and in compliance with all requirements, laws and order of any Government Agency having jurisdiction thereof.

At the time of the completion of any such alterations, additions or changes, Tenant shall furnish satisfactory evidence to Authority that

all contractors and subcontractors furnishing either material or labor have been paid in full and that there are no materialmen's or laborers' liens outstanding. Provided, however, that before the Tenant enters into any contract or makes any alterations or additions, in excess of \$25,000.00 it shall give to the Authority good and sufficient performance bond, and payment bond properly conditioned as provided in Section 255.05 of the Florida Statutes with a company qualified to do business in Florida and with adequate financial responsibility, in an amount equal to the estimated cost thereof and further conditioned for the payment of such alterations and additions and conditioned to save the Authority harmless and indemnify the Authority by reason thereof.

If any liens(s) shall be recorded against the property or any improvements thereon, Tenant shall cause such lien to be removed by transfer to a bond within thirty (30) days of the filing thereof. If Tenant in good faith desires to contest the same, Tenant may do so but the lien shall be discharged by bond as provided above.

Any alterations, additions and improvements which may be made by the Tenant and all fixtures, apparatus, and equipment which is attached to, installed in or made a part of the premises (except movable equipment, fixtures, furniture and furnishings) shall remain upon the premises as a part hereof and be surrendered with the premises at the termination of this lease. Said personal property movable in character installed in the premises by Tenant may be removed from the premises by Tenant at the expiration of this lease or its earlier termination by consent of the parties, if Tenant is not then in default hereunder in the payment of any rent or other provisions of this lease.

AD VALOREM TAXES

7. (A) PORT AUTHORITY PROPERTY: Tenant agrees to reimburse or pay the Authority all ad valorem property taxes and assessments assessed against the leased premises, either in the name of the Authority or in the name of the Tenant.

(B) TAX FACTOR: Section 7(u) of Chapter 23338, Special Laws of Florida 1945, as amended, provides:

"The Tampa Port Authority in fixing rates and charges to be charged by it with respect to any project owned, controlled or operated by it, and amount equal to what the ad valorem taxes thereon

which is in direct competition with a privately owned project in said Port District, shall include in the operating costs and expenses of its project an amount equal to what the ad valorem taxes thereon would amount to annually if said project was so taxed. Such amount shall be specifically identified and set forth as a separate item in any lease of any such project by the Authority and shall be subject to annual adjustment as of January 1 of each year during the term of the lease. Any actual payment of such amount by the lessee to the Authority shall be deducted from the payment of any ad valorem tax which may be levied, if any, and retained by the Authority".

Therefore, to the extent that other privately owned property in the Port District in direct competition with the Tenant is actually assessed for ad valorem taxes under the provisions of general law whereby the requirements of Section 7(u) are applicable, the Tenant agrees that the Authority may increase its basic rental by the amount of a "Tax Factor". This Tax Factor represents an amount estimated by the Authority to be equal to what the ad valorem taxes, less the maximum discount available for early payment as in the case of ad valorem taxes, on the demised premises would amount to if the demised premises were subject to taxation in the same manner as privately owned projects in direct competition with the Tenant. This Tax Factor shall be subject to adjustment annually to reflect changes in the estimated current ad valorem tax assessments as determined by the Hillsborough County Property Appraiser. The basic rental payment set forth herein shall be increased or decreased to reflect the annual adjustment in the Tax Factor. The adjustment in the Tax Factor shall become effective as of January 1 each year during the lease term or any extensions thereof. Any actual payment of the Tax Factor by the Tenant to the Authority from the payment of any ad valorem tax which may be levied on the demised premises including the Authority's property and/or the Tenant's possessory interest, and the Authority shall retain it as allowed by law. Any disagreement as to the amount of the Tax Factor which cannot be settled between the Tenant and the Authority shall be decided under the provisions of the Florida Arbitration Code.

The Tax Factor required herein for the first full calendar year of this lease is \$6,000.00. Such Tax Factor, less the maximum discount available for early payment as in the case of ad valorem taxes, shall be subject to annual adjustment as of January 1 of each succeeding year during the term of this lease, and shall be paid within ninety (90) days

of said date.

LICENSES AND TAXES

8. The Tenant covenants and agrees to pay, in addition to the foregoing rental, before any fine or penalty be added therefor for nonpayment thereof, all taxes, levies, assessments against said Tenant, the demised premises and the property owned by said Tenant located upon said demised premises. The failure of the Tenant to pay any and all taxes assessments, levies and licenses of every nature and kind, upon the Tenant, the demised premises, and all property owned by Tenant prior to the date when the same shall become delinquent shall be a breach by Tenant of the covenants of this lease and shall authorize Authority to cancel and terminate this lease and to re-enter and repossess said leased premises as of its former estate therein, either with or without process of law and without any obligation on the part of the Authority to reimburse Tenant for the value of any improvements placed upon said premises by Tenant.

ASSIGNMENT OR PLEDGE

9. Tenant covenants and agrees that Tenant will not assign, transfer, mortgage, pledge or sublease this lease or any interest therein and that the same shall apply to any assignment by operation of law or bankruptcy, without the written consent of Authority, which consent shall not be unreasonably withheld. Any assignment or sublet, or attempt to assign or sublet in violation of this paragraph, shall be null and void, and of no force and effect. Nor consent by Authority to any assignment or sublet shall be deemed a consent to any subsequent assignment.

On any such assignment, the Assignor of such leasehold interest shall not be released from liability for the performance of any covenants or other obligations on the part of Tenant under this Lease Agreement thereafter to be performed. The assignee of such leasehold interest shall expressly assume and be found by and be liable for the performance of all the provisions of this Lease Agreement to be performed by Tenant from and after the effective date of such assignment, transfer or conveyance.

USE

10. Tenant covenants and agrees that Tenant will comply with all the valid requirements of law and duly constituted public authority and environmental protection laws so far as they concern Tenant's occupancy of demised premises, and it will not use the demised premises or any part thereof in such manner as to create a nuisance, undue noise, noxious odors or unwarranted interference with the enjoyment of adjoining premises by the owners and Tenants thereof, nor use the same for any unlawful purposes or in violation of any State Statute, City Ordinance or Rule or Regulation promulgated by or under such authority; and that at all times Tenant will keep said demised premises in a clean and sanitary condition and not allow waste refuse or by-products to accumulate or be stored on the demised premises and shall not dump or place any waste, refuse, or by-products in any water, either navigable or non-navigable, in or adjacent to the terminal area.

It is one of the conditions of this lease that no alcoholic liquors or beverages of any kind shall be sold on the demised premises, nor shall the same be used to the extent that the use thereof constitutes a nuisance to either the Authority or to any of the other Tenants of the Authority.

INSURANCE AND DESTRUCTION OR DAMAGE OF PREMISES

11. Tenant covenants and agrees that it will carry fire and extended coverage insurance in an amount equal to the replacement value on all permanent improvements and structures on the demised premises during the term of this lease. Each policy of such insurance shall name the Authority as a payee thereunder. Tenant shall furnish Authority, at the execution of this lease and at all times, certificates of such insurance and that said certificates of such insurance policies shall be a true copy of policies and endorsements, and said policies shall provide that the insurance carrier shall notify the Authority by written notice of any modification or cancellation of the coverage herein required before any modification or cancellation. It is expressly understood that Authority shall not insure nor in any way be liable for Tenant's personal property.

Tenant covenants and agrees that if any occupancy or use made by Tenant of the demised premises that increases the insurance rates for either fire or extended coverage insurance or both, on the demised premises and/or other property of the Authority located at the "Terminal Area" that Tenant will pay to the Authority within thirty (30) days, after written notice thereof, a sum equal to such amount of increase in said areas without any waiver of Tenant's right to contest such increases. Authority represents that it has and covenants that it will require substantially similar covenants from all of its Tenants and will enforce such provision.

INDEMNIFICATION

12. All chattels, goods, tools, machinery and personal property of any kind or description whatsoever on the demised premises shall be at the risk of Tenant or the owner thereof and Authority, except for its own negligent acts, shall not be liable for any damage or injury done to or loss of such chattels, goods, tools, machinery and personal property or to any person or said premises arising from any acts or neglect of Tenant, its servants, agents, employees, invitees or assigns, or loss, injury or damage occasioned by or resulting from breakage, leakage or obstruction of the water, gas or soil pipe or by the leakage or overflow of surface water in and about the said demised premises.

Tenant covenants that Authority shall not be liable to the Tenant for any damages or injuries to the property of the Tenant or to the persons or property of employees or any other person, occasioned by or due to alleged or real defects in the property, and the Tenant agrees that it will hold the Authority harmless of and from and against the claims of all persons whomsoever who may allege that they have received injuries while upon the leased premises. Tenant shall save harmless and indemnify Authority, except for Authority's own negligent acts, from and against all loss, liability or expense arising to any and all persons, property or things whatsoever because of any accident, loss or injury caused by the neglect, commission, omission, or misadventure by Tenant arising from or in any way growing out of the use, misuse, abuse, or repair to the leased premises, roadways, railroads, docks, wharves, slips or sidewalks adjacent thereto, and any and all facilities and improvements located thereon by the Tenant, its servants, agents,

employees, invitees or assigns.

Without limiting the generality of the foregoing, Tenant agrees that, at its cost and expense, it will procure and continue in force throughout the period of this lease, for the benefit of Authority and Tenant as their respective interest shall appear, a policy or policies of public liability insurance, in form and coverage satisfactory to Authority, written by a company (with an A.M. Best insurance guide financial rate of A or A+) authorized to engage in the business of general liability insurance in the State of Florida, protecting the Authority and Tenant against any and all claims for injury to persons or property occurring in, upon or about the property and each and every part thereof, and any sidewalks in front of the property, including all damages from signs, glass, awnings, fixtures, or other appurtenances now or hereafter placed upon the property during the term of this lease. Said public liability policy or policies shall be in an amount not less than \$1,000,000.00 in respect to injuries to or death of persons in any one accident and in an amount not less than \$1,000,000.00 in respect to injuries to or death of any one person, and in an amount not less than \$300,00.00 for damage to property. Tenant shall promptly pay when due any and all insurance premiums in connection with any policy or policies of insurance and shall deliver evidence of such insurance to the Authority. Should the Tenant fail to furnish evidence of such insurance as provided for in this lease, Authority may obtain such insurance and the premiums on such insurance shall be deemed to be additional rental to be paid by Tenant to Authority on demand. Authority shall be named as additional insured on said insurance.

SECURITY MEASURES

13. Authority provides a night watchman and is responsible only for the security of the buildings, structures and personal property under the direct control of Authority. It is expressly agreed by the parties hereto that Tenant shall be responsible for the providing of any measures to protect the demised premises and personal property located thereon, and Authority shall not be liable for any loss suffered by Tenant through Tenant's failure to provide any such security measures.

ERECTION OF SIGNS

14. Tenant, at its sole risk and expense, but in conformity with

all requirements of law and local regulations and subject to the prior written approval by Authority, may erect signs upon the demised premises.

LIGHTING

15. It is agreed by the parties hereto that Authority shall provide only outside lighting as is necessary to illuminate area in common use by Authority and all Tenants of Authority in "Terminal Area" and that Tenant will supply all other outside lighting necessary or desirable in carrying out of the usual course of business and operation of Tenant.

INSPECTION

16. It is covenanted and agreed that Authority by and through its duly authorized officers, agents and representatives shall have the right at any and all times to go upon and inspect the demised premises.

DEFAULT

17. Upon the happening of any one or more of the following events:

(a) Tenant's continued default in the payment of any rental or additional rental due hereunder for a period of more than thirty (30) days;

(b) Tenant's continued default in performance of any other covenants of this Lease for a period of more than thirty (30) days after delivery of written notice of such default to Tenant by Authority or Authority's agents;

(c) The bankruptcy of Tenant;

(d) Tenant's making an assignment for the benefit of creditors;

(e) A receiver or trustee being appointed for Tenant;

(f) Tenant's voluntary petitioning for relief under, or otherwise seeking the benefit of, any bankruptcy, reorganization, arrangement, or insolvency law;

(g) Tenant's vacating or abandoning the premises;

(h) Tenant's ceasing to operate the business as a going concern for all uses for a period of ninety (90) days.

(i) Tenant's interest under this lease being sold under execution or other legal process;

(j) Tenant's interest under this Lease being assigned by operation of law; or

(k) Any of the goods or chattels of the Tenant used in or leased

incident to the operation of the property or any improvements thereon being seized, sequestered, or impounded by virtue of or under authority of any legal proceeding, which seizure, sequestration or impounding shall materially affect the possible continuation of the operation of the leased premises by the Tenant; then, Authority at its option, may exercise any one or more of the following options:

(aa) Terminate Tenant's right to possession under this lease and re-enter and take possession of the demised premises and relet or attempt to relet said premises on behalf of Tenant, at such rent and under such terms and conditions as Authority may deem best under the circumstances of the purpose of reducing Tenant's liability, and Authority shall not be deemed to have thereby accepted a surrender of the premises, and Tenant shall remain liable for all rents and additional rents due under this lease and for all damages suffered by Authority because of Tenant's breach of any of the covenants of this Lease. At any time during such repossession or reletting, Authority may, by delivering written notice to Tenant, elect to exercise its option under the following subparagraph to accept a surrender of the premises, terminate and cancel this lease, and retain possession and occupancy of the demised premises on behalf of the Authority; or

(bb) Declare this lease to be terminated, ended and null and void, and re-enter upon and take possession of the demised premises thereupon the term hereby granted and all right, title and interest of Tenant in the demised premises shall end. Such termination shall be without prejudice to Authority's right to collect from Tenant any rental or additional rental which has accrued prior to such termination together with all damages suffered by Authority because of the Tenant's breach or any covenants under this lease; or

(cc) Declare the entire remaining unpaid rent for the balance of this lease to be immediately due and payable and may, at Authority's option, take immediate action to recover and collect same either by distress or otherwise, or

(dd) Exercise any and all rights and privileges that Authority may have under the laws of either the State of Florida or of the United States of America, or both.

WAIVER

18. No waiver of any default on the part of the Tenant nor any extensions of time granted by the Authority to the Tenant for any purpose whatsoever shall be held or deemed to be a waiver of any of the provisions or terms of this lease or of any default thereafter of any occurring. The receipt by the Authority or rent, or additional rent, or of any other payment required to be made by the Tenant, or any part thereof, shall not be a waiver of any other rents, or additional rents or payments then due, nor shall receipt, though with knowledge of the breach of any covenants or condition thereof, operate as or be deemed to be a waiver of such breach, and no waiver by the Authority of any of the provisions hereof, or any of the Authority's right, remedies, privileges or options hereunder, shall be deemed to have been made unless made by the Authority in writing.

ATTORNEY'S FEES AND COSTS

19. The parties hereby agree that in the event it should become necessary for Authority to employ an attorney to enforce any of its rights hereunder, the Authority shall be entitled to reimbursement of all costs and expenses, including attorney's fees (at both trial and appellate court levels) which may reasonably be incurred or paid at any time or times by it in connection therewith.

RECORDING

20. Authority agrees that it will cooperate with Tenant in the execution of a memorandum of lease in recordable form, should Tenant so desire.

21. It is understood and agreed that in addition to the statutory lien for rent which the Authority has, Authority shall also have an express lien upon all of the furniture, fixtures, equipment, goods and chattels of the Tenant which may be brought or put on said property, as security for the payment of rents and additional rents herein reserved, and Tenant agrees that the Authority's lien for the payment of said rents may be enforced by distress, foreclosure or otherwise at the option of the Authority.

PAYMENT WHEN DUE

22. Tenant shall promptly pay when due the rents herein reserved, and all other sums as may become due and payable hereunder, including all

sums which may become payable on account of Tenant's default in the observance of any of the covenants herein contained on Tenant's part to be kept and performed.

HOLDING OVER

23. In the event the Tenant shall occupy the demised premises with or without the consent of Authority after the expiration of this Lease or any renewal thereof and the rent is accepted from said Tenant by Authority, such occupancy and payment shall be construed as an extension of this Lease for the term or one month only from the date of expiration.

NOTICE

24. All notices required to be given to Authority hereunder shall be sent by registered or certified mail and all rent payments shall be made to Authority at 811 Wynkoop Road, Tampa, Florida or to such other address as Authority may direct from time to time by written notice forwarded to Tenant by registered or certified mail. All notices required to be given to Tenant hereunder shall be sent by registered or certified mail to Tenant at 1601 McCloskey Blvd., Tampa, Florida 33605 or to such other address as Tenant may direct from time to time by written notice forwarded to Authority by registered or certified mail. Tenant, by execution of this lease, hereby acknowledges that it is doing business in the State of Florida. In the event Tenant fails or ceases to have a registered agent or resident agent for service of process located in the State of Florida, then in that event Tenant shall be deemed to constitute and appoint the Secretary of the State of Florida as its agent for the service of process in any civil action begun in the courts of the state against Tenant. The execution of this Lease by Tenant is signification of its agreement that process against it which is so served is of the same validity as if served personally on Tenant. It is further agreed that venue for all disputes hereunder lies exclusively in the Courts of Hillsborough County, Florida, and Tenant hereby expressly waives any right it has to have any legal action commenced against it to be heard in or transferrred to any Federal Court of the United States of America.

TERMINATION AND SURRENDER

25. Unless otherwise mutually agreed by Authority and Tenant, upon termination of the term of this Lease Agreement, Tenant agrees to deliver possession of the property and all improvements to Authority in

substantially the same condition as they originally existed immediately following the completion of all approved buildings and improvements, reasonable wear and tear excepted.

COMPLETE AGREEMENT

26. This Lease contains the complete agreement of the parties with reference to the leasing of the demised premises. No waiver of any breach of covenants herein shall be construed as a waiver of the covenants itself or any subsequent breach thereof.

DEFINITION OF AUTHORITY

27. The term "Authority" as used in this Lease means only the owner for the time being of the land and building containing the demised premises. In the event of any sale or transfer of said land, the Authority shall be and hereby is entirely freed and released of all covenants and obligations of the Authority hereunder, and it shall be deemed and construed without the further agreement between the parties hereto or between the parties and the purchaser at any such sale, that the purchaser of the land or building has assumed and agreed to carry out any and all covenants and obligations of the Authority hereunder.

GENERAL PROVISIONS

28. (a) Management and/or Ownership. Tenant shall notify Authority of any change in control and/or ownership of Tenant or of any company that controls and/or owns Tenant, and any such change in control and/or ownership shall be subject to approval by Authority which approval shall not be unreasonably withheld. Otherwise, if Tenant fails to notify Authority and/or Authority declines to approve any change in control and/or ownership, Authority may elect to terminate this lease without penalty upon 30 days written notice to Tenant. A change of more than 10% ownership in Tenant or any parent company shall be deemed to be a change in ownership.

(b) Conditions and Covenants. All of the provisions of this Lease Agreement shall be deemed covenants running with the land, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

(c) Time of Essence. Time is of the essence of this Lease Agreement, and of each provision.

(d) Headings and Captions. Headings and captions used herein are for convenience only and are not to be deemed part of this Lease Agreement.

(e) Computation of Time. Subject to the provisions below regarding the effective date of notices, demands and requests, the time in which any act provided by the Lease Agreement is to be done is computed by excluding the first day and including the last, unless the last day is Saturday, Sunday or a legal holiday, and then it is also excluded.

(f) Unavoidable Delay-Force Majeure. If either party shall be delayed or prevented from the performance of any act required by this Lease Agreement by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws, or regulations or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

(g) Partial Invalidity. If any term, covenant, condition, or provision of this Lease Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

(h) Relationship of Parties. Nothing contained in the Lease Agreement shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between Authority and Tenant, other than the relationship of Landlord and Tenant.

(i) Interpretation and Definitions. The language in all parts of this Lease Agreement shall in all cases be simply construed according to its fair meaning and not strictly for or against Authority or Tenant.

(j) Parties. The neuter gender includes the feminine and masculine, and the singular number includes the plural, and the word "person" includes a corporation, partnership, firm or association wherever the context so requires.

(k) Modifications. This Lease Agreement is not subject to

modification except in writing signed by Authority and Tenant.

Effective Date.

(1) FMC/ Approval. This Lease Agreement is subject to and

contingent upon filing with the Federal Maritime Commission, and any effective date /approval of this Agreement required under Section 15 of the Shipping act

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AP of 1916 or the Shipping Act of 1984, or notice by the Federal Maritime Commission that it has no jurisdiction over this Agreement. The Authority's Director of Traffic (Harold Welch) shall undertake to obtain effective date. this/approval.

The provisions and terms hereof shall extend to and be binding upon the successors in office of the Authority and to such political subdivisions or corporate bodies as may, by law, succeed to the rights, powers and duties of the Authority, or become in any manner vested with the administration of affairs of the Authority at Tampa, Florida, and shall extend to and be binding upon the successors and assigns of Tenant.

This Lease shall be construed according to the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 14th day of November, 1984.

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]

PETROLEUM PACKERS, INC.

By: [Signature] (SEAL)
Its: Harry Barkett
President

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]

TAMPA BORT AUTHORITY

By: [Signature] (SEAL)
Port Director
Emmett C. Lee, Jr.

ADDENDUM I
(Rental)

In consideration for the lease of the premises, Tenant agrees to pay Authority the following sums according to the following terms:

- a.) In year one (1) the rental shall be \$93,000.00 annually, payable in equal monthly amounts;
- b.) In years two (2) through six (6), the rental shall be \$121,980.00 annually, payable in equal monthly amounts;
- c.) In years seven (7) through eleven (11), the rental shall be \$140,304.00 annually, payable in equal monthly amounts;
- d.) The years twelve (12) through sixteen (16), the rental shall be \$161,352.00 annually payable in equal monthly amounts;
- e.) In years seventeen (17) through twenty one (21), the rental shall be \$185,544.00 annually, payable in equal monthly amounts, and
- f.) In years twenty two (22) through twenty five (25), the rental shall be \$213,384.00 annually, payable in equal monthly amounts.

The term "year" as used herein shall consist of twelve months.

Throughout the term of this lease, dockage and wharfage charges shall be assessed in accordance with Tampa Port Authority Tariff No. B and Port of Tampa Charges Tariff No. 1-A, as they may be amended from time to time, and such charges shall be due and payable by Tenant as provided therein; provided, however, that vessels moored in the Vessel Mooring Area shall not be subject to dockage charges as long as they are not in an operational status.

Beginning in the second year of the lease, Authority shall credit against Tenant's rental due a sum which is one-half of the wharfage and dockage charges paid by Tenant in the preceding year. This credit shall reduce the annual rental due in such year and shall be reflected proportionately in each monthly rental payment. In no event shall Tenant's credit exceed its annual rental due. Provided, however, in no event will the Authority be obligated to give credit for any wharfage or dockage charges to more than one lessee of the Authority, and in the event of disagreement which cannot be resolved within a reasonable time, the matter shall be submitted to arbitration under the commercial rules of the American Arbitration Association pursuant to the terms of the Florida Arbitration Code. All credits shall be nonassignable by Tenant.

ADDENDUM II
(Option)

Tenant shall have one option to renew this lease for an additional five year period at a rental rate to be negotiated. Tenant shall notify Authority of its intention to commence negotiations regarding rental at least sixty (60) days prior to the expiration of the base term of this lease, and the parties shall negotiate in good faith. In the event the parties have not been able to agree to a new rental for the additional five-year renewal period (which new rental shall be stated in writing and signed by both parties) prior to termination of the lease term of this lease, then, in that event, all rights of Tenant in the lease premises shall terminate.

ADDENDUM III
(Special Provisions)

A. Bulkhead. Authority agrees to construct approximately 500 lineal feet of medium load capacity bulkhead structure and riprapping of the remaining Bulkhead structure. It is anticipated that completion of the bulkhead can be accomplished within the first lease year. Upon completion of the construction of the bulkhead, Tenant shall maintain or cause to be maintained the bulkhead and any additions thereto in a good state of appearance and repair, reasonable wear and tear excepted, in accordance with paragraph 5 hereof.

The Authority is also responsible to provide a water depth of 14 ft. MLW at the operational portion (new bulkhead) of Berth No. 230. Tenant shall be responsible to maintain a water depth of 14 ft. MLW at Berth No. 230 throughout the term of the lease agreement

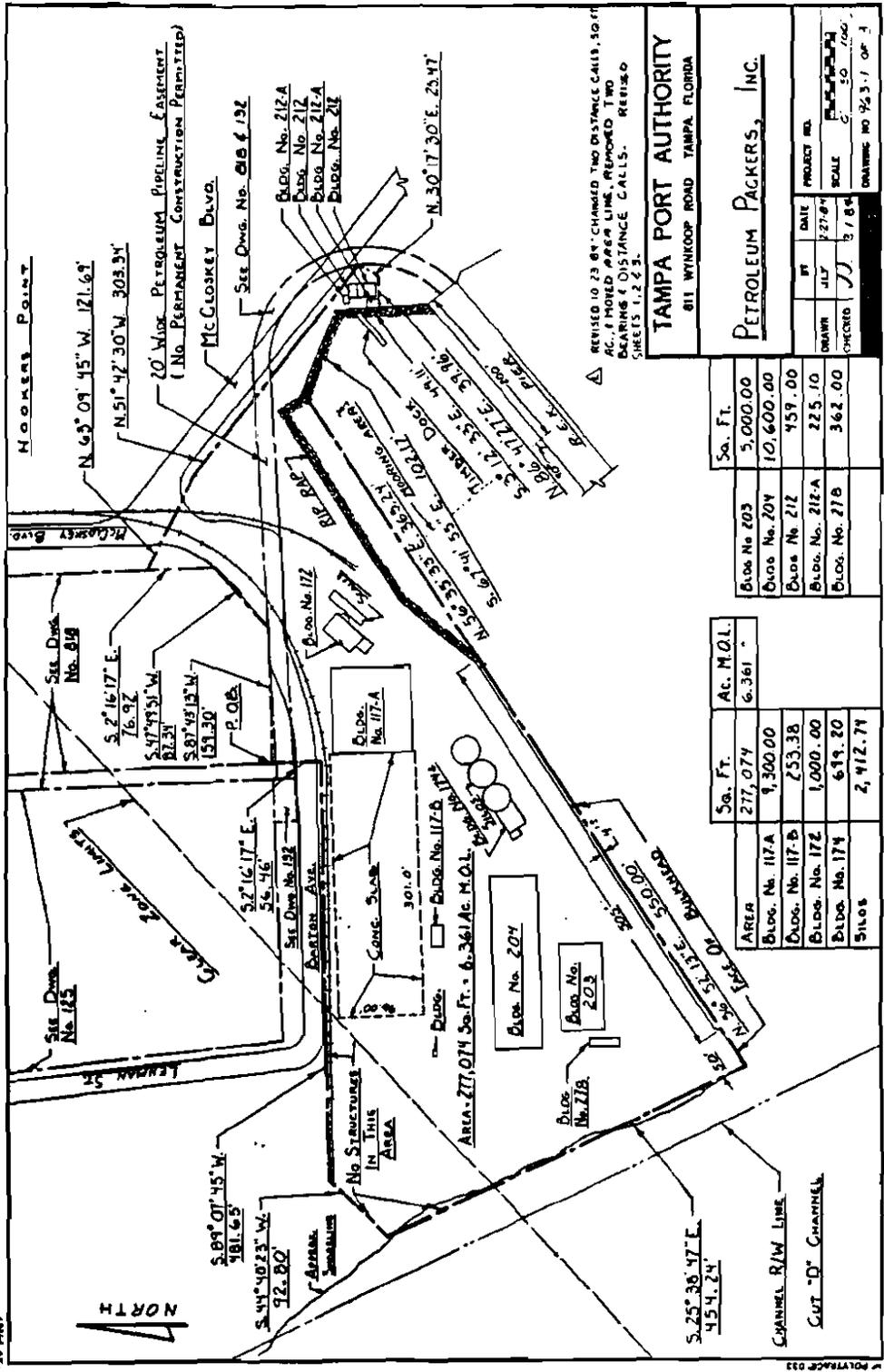
B. Operational Restrictions. Tenant shall clear Berth 230 of any and all vessels upon the arrival or departure of a Preferential User vessel provided one (1) hour prior notice has been given of the arrival time of the Preferential User's vessel. In the event Tenant does not clear Berth 230 of vessels as required herein, Tenant shall pay demurrage equal to any expense Authority may be required to pay because of such delay. The term Preferential User shall include any person or entity docked or moored or desiring to dock or moor on the channelward 650 feet of Berth 227. As long as Berth 227 is being used by a Preferential User, Tenant's vessels shall wait their turn for berth. Notice of arrival of a ship as herein provided shall be deemed sufficient when given by telephone, telegraph or other appropriate means of communication to Tenant.

C. Barton Avenue Construction. Authority agrees to close a portion of Barton Avenue and lease this area to Tenant. Tenant agrees to widen and pave the road turn out at the intersection of Barton Avenue and Lehmann Street and also Barton Avenue and Smith Street in order for tank trucks using the road to be able to make the turn. All costs and responsibility for this construction shall be at the sole expense of Tenant.

D. Vessel Mooring Area. Authority, Union Oil and Tenant have entered into various separate agreements for relocation of Union Oil's loading/unloading manifold currently located on Richard E. Knight Pier. Until this relocation is accomplished, the mooring area shall have

the same operational restrictions as Berth 230 (described in paragraph B herein) and the first year's rental shall be reduced in the amount of \$33,000.00 or a proportionate amount thereof.

E. Silos. In addition to Tenant's obligation to maintain the existing silos located on the lease premises, Tenant agrees to provide and apply protective coating to the silos in a manner satisfactory to the Authority. The Authority retains the right to place signs or logos on the top portion of the silos at its own expense, and Tenant agrees to cooperate and assist in this matter.



REVISION 10.23.84 CHANGED TWO DISTANCE CALLS 150 FT. AC. F. MOVED, AREA LINE, REMOVED TWO BEARINGS & DISTANCE CALLS. REVISION SHEETS 1, 2, 2, 3.

TAMPA PORT AUTHORITY
 811 WYNDHOOP ROAD TAMPA, FLORIDA

PETROLEUM PACKERS, INC.

PROJECT NO.	
DATE	JULY 27, 1984
DRAWN	JJ
CHECKED	JJ
SCALE	AS SHOWN
DRAWING NO.	923.1 OF 3

Block No.	Sq. Ft.
Block No. 203	5,000.00
Block No. 204	10,600.00
Block No. 212	459.00
Block No. 212A	225.10
Block No. 212B	362.00

Area	Sq. Ft.	Ac. M.O.L.
Block No. 117A	277,074	6.361
Block No. 117B	9,300.00	
Block No. 172	253.38	
Block No. 174	1,000.00	
Silos	619.20	
	2,412.74	

LEGAL DESCRIPTION

Commencing at a Point of Beginning which lies 6088.66 feet south and 2910.50 feet west of the northeast corner of Section 30, Township 29 south, Range 19 east, Hillborough County, Florida,

Running thence S 2° 16' 17" E a distance of 56.46 feet
 S 89° 07' 45" W a distance of 481.65 feet
 S 44° 40' 23" W a distance of 92.80 feet

- S 25° 38' 47" E a distance of 454.24 feet
- N 56° 52' 13" E a distance of 550.00 feet
- W 56° 35' 33" E a distance of 265.24 feet
- S 67° 41' 55" E a distance of 102.17 feet
- S 3° 12' 33" E a distance of 49.11 feet
- N 86° 41' 27" E a distance of 39.96 feet
- N 30° 17' 30" E a distance of 25.47 feet
- N 51° 42' 30" W a distance of 303.34 feet
- N 63° 09' 45" W a distance of 121.69 feet
- S 2° 16' 17" E a distance of 76.92 feet
- S 47° 49' 51" W a distance of 87.34 feet
- S 87° 43' 13" W a distance of 159.30 feet

to the Point of Beginning comprising 277,074 square feet, or 6.361 Acres, more or less.

Bearings and coordinates refer to the Standard Plane Rectangular Coordinate System (Transverse Mercator) for the West Zone of Florida.

TAMPA PORT AUTHORITY
 811 WYMKOOP ROAD TAMPA, FLORIDA

PETROLEUM PACKERS, INC.
LEGAL DESCRIPTION

BY	DATE	PROJECT NO.
DRAWN J.L.I.	2/27/84	
CHECKED J.J.	3/7/84	
		SCALE
		DRAWING NO. 7-3-2-CF-3

△ REVISED 01-23-84: CHANGED THIRD & FOURTH DISTANCE CALLS TO FT/AC. REMOVED TWO BEARING & DISTANCE CALLS. REVISED SHEETS 1, 2 & 3.

