

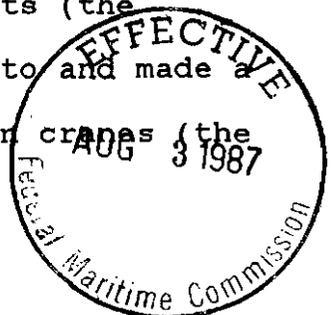
AMENDED AND RESTATED
PACKER AVENUE MARINE TERMINALS
LEASE AGREEMENT

THIS AGREEMENT ("Agreement") dated *July 31st*, 1987, between PHILADELPHIA PORT CORPORATION, a Pennsylvania nonprofit corporation ("PPC"), with an address at 1020 ~~Public Ledger~~ Building, Sixth and Chestnut Streets, Philadelphia, Pennsylvania 19106 and DELAWARE OPERATING COMPANY, a Pennsylvania corporation, ("DOC"), with an address at 1515 Market Street, Philadelphia, Pennsylvania 19102;

WITNESSETH THAT:

WHEREAS, PPC is tenant of certain port facilities under those two certain lease agreements with the City of Philadelphia (the "City") described as follows: (i) Lease Agreement dated May 24, 1966, effective as of October 1, 1965, as amended, (the "Consolidated Lease") and (ii) Port Improvements and Lease Agreement dated September 23, 1966, as amended (the "Port Improvements Lease") (the Consolidated Lease and the Port Improvements Lease being hereinafter collectively sometimes referred to as the "Master Leases"); and

WHEREAS, LAVINO SHIPPING COMPANY, a Delaware corporation ("Lavino") was the subtenant of PPC under and subject to the Master Leases pursuant to certain sublease agreements (the "Subleases") described in Exhibit "A" attached hereto and made a part hereof, covering certain properties and certain cranes (the



"Demised Premises") at the Packer Avenue Marine Terminals in the Port of Philadelphia more fully described in Exhibit "B" attached hereto and made a part hereof; and

WHEREAS, Lavino assigned to DOC all of its right, title and interest in, to and under the Subleases pursuant to that certain agreement dated January 1, 1986, by and among PPC, Lavino and DOC which Assignment is attached hereto and made a part hereof as Exhibit "C", and as modified herein is referred to as the Assignment; and

WHEREAS, Lavino shall guarantee the obligations of DOC under this Agreement in accordance with the terms of the Assignment, including, without limitation, the giving of the warrants of attorney by Lavino for the purposes of confessing judgment against Lavino for arrears of rents and other sums due under this Agreement and in ejectment and for damages for detention; and

WHEREAS, the parties hereto desire to settle all claims arising out of and in connection with the Subleases and the Assignment, consolidate the terms of the Subleases hereunder and to amend and restate in full in this Agreement the terms and conditions of the Subleases;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties hereby agree as follows:

1. Subleases; Effective Date. The terms and conditions of the Subleases as set forth therein shall be modified and

restated in full as set forth herein as of the Effective Date of this Agreement. The term "Effective Date" shall mean the date this Agreement is determined to be effective by the Federal Maritime Commission ("FMC") in accordance with the Shipping Act of 1984. PPC for and in consideration of the rent reserved and other covenants agreed upon, hereby confirms the demise and leasing of the Demised Premises unto DOC and DOC hereby confirms that it hires and rents the Demised Premises from PPC, under and subject to the Master Leases and the Assignment as the same are in force as set forth herein. The terms and conditions of the Subleases, as set forth in this Agreement shall remain in effect until terminated in accordance with the provisions set forth herein. Notice of termination shall be submitted to the FMC.

2. Guaranty. The Assignment is hereby modified so that whenever the term "Leases" appears in the Assignment, it is deemed to mean and refer to this Agreement and the Subleases, as modified by this Agreement. Lavino shall guarantee the obligations of DOC under this Agreement in accordance with the terms of the Assignment, as modified.

3. Settlement. The parties agree to the following settlement of claims and disputes arising under the Subleases:

(a) Upon the execution of this Agreement, Lavino and/or DOC shall: (i) transfer, set over and assign to PPC all of its right, title and interest in and to its inventory of crane

parts, as more fully described on Exhibit D attached hereto and made a part hereof, and (ii) pay to PPC the amount of Eight Hundred Twenty Thousand Dollars (\$820,000.00). The transfer and payment described in this Subparagraph 3(a) shall be held in escrow by PPC and shall not be released until the Effective Date of this Agreement.

(b) (i) Except for the obligations of PPC and the City under the Assignment and this Agreement, and except for third-party claims raised after the Effective Date of which Lavino and/or DOC reasonably are not aware, Lavino and DOC hereby release and forever discharge and agree to indemnify, hold harmless and defend, PPC and the City, their agents, employees, attorneys, successors and assigns of and from any and all manner of suits, actions, judgments, claims, demands and obligations whatsoever in law or in equity arising out of or in connection with the Subleases, which they or either of them has, ever had, now has, or which they or either of their successors or assigns, or any of them, hereafter can, shall or may have against PPC and/or the City.

(ii) Except for the obligations of Lavino and DOC under the Assignment and this Agreement, and except for third-party claims raised after the Effective Date of which PPC and/or the City reasonably are not aware, PPC and the City hereby release and forever discharge and agree to indemnify, hold harmless and defend, Lavino and DOC, and their agents, employees,

attorneys, successors and assigns, of and from any and all manner of suits, actions, judgments, claims, demands and obligations whatsoever in law or in equity arising out of or in connection with the Subleases, which they or either of them has, ever had, now has or which they or either of their successors or assigns, or any of them, hereafter can, shall or may have against Lavino and/or DOC.

4. Financial Statements. DOC and Lavino shall provide current financial statements to PPC, which shall be in form and content satisfactory to PPC, upon the execution hereof.

5. Extension Agreement.

(a) Upon the Effective Date of this Agreement, the Demised Premises will be divided into three (3) parcels as more fully identified on Exhibit E attached hereto and made a part hereof, as follows:

(i) Parcel A, including Berths 1 and 2 and Buildings B, C, D and E ("Parcel A").

(ii) Parcel B, including Berths 3, 4 and 5 and Building F and Gear Locker Building and the Gate House ("Parcel B").

(iii) Parcel C, including Berth 6 and Building G ("Parcel C").

(b) PPC and DOC presently are or shortly will be negotiating new agreements covering parcels A, B and C. If new

agreements are entered into each such agreement shall be filed with the FMC. Until such new agreement is reached and filed with the FMC, the parties will operate under all of the same terms and conditions of this Agreement on a month to month basis, except as follows:

(i) Parcel A - Rent shall be Eighteen Thousand Five Hundred Dollars (\$18,500) per month. After the Effective Date, either party may terminate this Agreement with respect to Parcel A by giving to the other party thirty (30) days' prior written notice of its intent to so terminate at the end of such thirty (30) day period. Notice of such termination shall be provided to the FMC. Unless otherwise terminated in accordance with this subparagraph 5(b), the Agreement as regards all other parcels identified above shall remain in full force and effect, under all of the same terms and conditions set forth in this Agreement, except that the amount of monthly rental payments shall be as set forth in this subparagraph 5(b).

(ii) Parcel B - Rent shall be Seventy-Eight Thousand Five Hundred Dollars (\$78,500) per month. After the Effective Date, this Agreement shall terminate with respect to Parcel B upon the effective date of any new agreement between PPC and DOC relating to Parcel B, provided that such agreement is effective on or before August 31, 1987. In the event that PPC and DOC shall not have entered into a new agreement that is effective as aforesaid, then on or after September 1, 1987, either party may terminate this Agreement with respect to Parcel

B by giving the other party sixty (60) days' prior written notice of its intent to so terminate at the end of such sixty (60) day period. Notice of such termination shall be provided to the FMC. Unless otherwise terminated in accordance with this subparagraph 5(b), the Agreement as regards all other parcels identified above shall remain in full force and effect, under all of the same terms and conditions set forth in this Agreement, except that the amount of monthly rental payments shall be as set forth in this subparagraph 5(b).

(iii) Parcel C - Rent shall be Thirty-Three Thousand Three Hundred Thirty-Three Dollars (\$33,333) per month. After the Effective Date this Agreement shall terminate with respect to Parcel C upon the effective date of any new agreement between PPC and DOC relating to Parcel C, provided that such new agreement is effective on or before August 31, 1987. In the event that PPC and DOC shall not have entered into a new agreement that is effective as aforesaid, then on or after September 1, 1987, either party may terminate this Agreement with respect to Parcel C by giving the other party sixty (60) days' prior written notice of its intent to so terminate at the end of such sixty (60) day period. Notice of such termination shall be provided to the FMC. Unless otherwise terminated in accordance with this subparagraph 5(b), the Agreement as regards all other parcels identified above shall remain in full force and effect, under all of the same terms and conditions set forth in this

Agreement, except that the amount of monthly rental payments shall be as set forth in this subparagraph 5(b).

Rent for any partial month shall be prorated on a per diem basis.

(c) The terms of this Agreement shall not be considered a precedent for any future negotiations between the parties hereto and shall not bind any party as to any future terms that may be negotiated between the parties hereto.

6. Rental Payments.

(a) DOC shall pay as additional rent before the same becomes delinquent any real estate taxes, including taxes or other charges imposed in lieu of real estate taxes, that may hereafter be imposed during the term of this Agreement upon or against the Demised Premises, such payments to be made at PPC's option either (i) to PPC within ten (10) days of receipt of bill, or (ii) directly to the appropriate agency of the City, or of any other taxing authority imposing the same, in which latter case DOC shall exhibit to PPC within 10 days after payment official receipts evidencing payment thereof; provided, however, that in the event of any such imposition of real estate taxes, PPC and DOC each reserve the right to contest in good faith, and upon the placing of a bond or other security for the payment thereof, any real estate tax imposed upon the Demised Premises. Each party shall give the other prompt notice to the other of any such real estate tax or any increase in assessment relating to the Demised Premises.

(b) All rents shall be payable monthly in advance by DOC without prior notice or demand at the office of PPC, 1020 Public Ledger Building, 6th and Chestnut Streets, Philadelphia, Pennsylvania 19106, or such other place as PPC may from time to time designate by notice in writing.

(c) DOC agrees to pay as rent, in addition to the rents reserved hereunder, any and all sums which may become due by reason of the failure of DOC to comply with any of the covenants of this Agreement, and any and all damages, costs and expenses which PPC may suffer or incur by reason of any default of DOC or failure on its part to comply with the covenants of this Agreement, and each one of them, and also any and all damages to the Demised Premises caused by an act or neglect of DOC.

7. Use. DOC shall use the Demised Premises only for the loading, discharge, transfer, processing, distribution, consolidation, warehousing and storage of cargo, and the embarking and landing of passengers moving in waterborne commerce, together with the exclusive right of docking and berthing oceangoing and other vessels engaged in the delivery of cargo and the berthing of oceangoing and other vessels with the prior written consent of PPC, which consent shall not unreasonably be withheld.

8. Condition of Premises.

(a) DOC accepts the Demised Premises as is, suitable for the purposes specified in paragraph 7 and without any representations and warranties, express or implied, whatsoever.

(b) PPC shall maintain or cause to be maintained in the same condition as at the commencement of this Agreement, normal wear and tear excepted, the electrical power system transformer banks and primary equipment, underground portions of plumbing, electric and other utilities, foundations, walls, roofs, pavement, floor slabs, fender systems, railroad tracks, crane rails, bulkheads and other structural members (such as trusses, columns, beams and the like) of the Demised Premises and shall be responsible for maintenance in the manner required herein to items enumerated in subparagraph (c) which are determined by PPC to have resulted from structural settlement. PPC covenants that any maintenance work performed or required to be performed by it pursuant to this Agreement will comply with all requirements of any public authority and with federal, state or local statutes, ordinances, rules, and regulations applicable to the Demised Premises.

(c) DOC, at its own expense, shall be responsible for and perform all maintenance of the Demised Premises of any nature except that to be performed by PPC pursuant to subparagraph (b), and shall keep the same in the same order and repair and condition as at the commencement of this Agreement, or with

respect to improvements or repairs made by DOC or PPC during the term hereof, then in such improved or repaired condition, normal wear and tear excepted, including, without limitation, keeping at all times in adjustment and the same working order as at the commencement of this Agreement, the heating, plumbing, and lighting systems, the electric power system starting at the secondary voltage terminal of the transformer banks, the lift and rolling doors, above ground sanitary lines, water supply lines with their operating devices, the entire sprinkler system and fire pumps, the fire hydrants with their branch lines, operating devices, and hose lines installed on the Demised Premises, and shall replace, renew or repair to PPC's satisfaction all parts that may become broken or destroyed.

PPC agrees that, to the extent practicable, it shall attempt to have the original and any subsequent manufacturers' guarantees, if any, on the three Kocks Cranes and the refrigerated warehouse located at the Demised Premises (the "Guarantees") extended for the benefit of DOC. If the manufacturer will not extend the Guarantees for the benefit of DOC, PPC shall, to the extent practicable, enforce its rights, if any, or attempt to cause the City to enforce the City's rights, if any, under the Guarantees. Monies recovered by PPC pursuant to the Guarantees, if any, shall be applied first to reimburse PPC for any sums expended by it to recover such funds. If any sums remain available after such application, PPC shall reimburse itself and DOC on an equal basis up to the extent of the

available funds for sums expended by PPC and DOC for repairs, replacements or renewals of the Kocks Cranes and/or refrigerated warehouse; provided, however, that PPC and DOC shall first submit evidence to the other as to the amounts expended by it for such repairs, replacements and renewals.

(d) DOC shall surrender the Demised Premises at the end of the term or sooner termination of this Agreement, in the same condition and repair as at the commencement of this Agreement, or, with respect to improvements or repairs made by DOC or PPC during the term hereof, then in such improved or repaired condition, normal wear and tear excepted.

(e) Without limiting the generality of its obligations under this paragraph 8, DOC shall, at its own expense, promptly repair to PPC's reasonable satisfaction any damage, structural or nonstructural, done to the Demised Premises by others, including without limitation, damage by vessels, railroad cars, trucks or other equipment, or by the discharging, receiving or delivering of freight from or to vessels, railroad cars, trucks or other equipment so that it is in at least the same condition as at the commencement of the Agreement, or, with respect to improvements and repairs made by PPC or DOC during the term, then in such improved or repaired condition, normal wear and tear excepted. Notwithstanding the foregoing, if such damage is covered by DOC's insurance, DOC shall be relieved of its obligation to repair to the extent that promptly after such damage the proceeds of such insurance are: (i) sufficient in

amount to repair the damage, in PPC's sole judgment, and (ii) paid promptly to PPC.

(f) In the event of any breach of DOC's obligations under this paragraph 8, PPC may, in addition to all other remedies, make or permit City to make the necessary repairs or do the necessary maintenance, in which event DOC shall pay to PPC on demand, as additional rent hereunder, the actual cost thereof.

(g) PPC and DOC may conduct or cause to be conducted a condition survey at the end of the term of this Agreement to serve as a basis for determining DOC's compliance with the provisions of this paragraph 8. Each party will bear its own costs in any such survey.

9. DOC's Covenants. DOC covenants that it will not, without PPC's prior written consent (which PPC may withhold in its reasonable discretion),

(a) Occupy or use the Demised Premises other than as permitted by paragraph 7 of this Agreement;

(b) Assign, mortgage or pledge its position under this Agreement nor its interest hereunder in the Demised Premises, nor sublet or permit others than DOC to occupy all or part of the Demised Premises. If DOC becomes embarrassed or insolvent, or makes an assignment for the benefit of creditors, or if a petition in bankruptcy, insolvency or like proceedings, or proceedings for the appointment of a receiver or for reorganization or for composition with creditors is filed by, for or

against DOC, or if any material portion of DOC's property used in its operations on the Demised Premises or all or part of the Demised Premises is attached, sold or levied upon, under process of law, the same shall be a violation of this covenant and work an automatic termination of this Agreement to the extent permitted by law. DOC hereby irrevocably constitutes PPC its agent to collect the rent due by any assignee or sublessee and apply the same to rent or other charges due by DOC to PPC under this Agreement;

(c) Make alterations, additions or improvements to the Demised Premises;

(d) Place, nor permit to be placed on the pier, any cargo, freight or anything else that will cause the load on any square foot of pier deck space to exceed one thousand (1,000) pounds per square foot at any time, nor otherwise place any weights in any portion of the Demised Premises beyond the safe carrying capacity of the structure;

(e) Erect or maintain any signs on the Demised Premises;

(f) Remove, attempt or manifest an intention to remove any property from the Demised Premises other than in the ordinary course of business; or

(g) Vacate or permit the Demised Premises or any part thereof to be abandoned.

10. DOC's Further Covenants. DOC further covenants that DOC shall:

(a) Comply with all requirements of any public authority and with federal, state or local statues, ordinances, rules, regulations, orders, judgments, decrees and the like applicable to DOC or to the Demised Premises or to the use or occupancy thereof by DOC or any person or entity using or occupying the same from, through or under DOC (including, without limitation, tariff laws and all rules and regulations for the operation and use of municipal piers promulgated by the City, as heretofore or hereafter amended), and pay and save PPC harmless from all penalties, fines, damages or costs resulting from failure to do so; provided, however, that unless otherwise provided in this Agreement, this subparagraph 10(a) shall not be construed to impose upon DOC any duty to undertake PPC's express obligations hereunder;

(b) Use every reasonable precaution against fire;

(c) Peaceably deliver up and surrender possession of the Demised Premises to PPC at the expiration of the term or sooner termination of this Agreement;

(d) Give PPC immediate written notice of any fire, accident or damage occurring to, on or from the Demised Premises, as soon as practicable after discovery thereof;

(e) Pay as billed for all sewer charges, water, electricity and gas consumed at the Demised Premises directly to PPC or the utility supplying the same, as appropriate;

(f) Promptly remove all dirt, rubbish and refuse matter from the Demised Premises and keep the same clean and sanitary at all times to the reasonable satisfaction of PPC, City and other governmental agencies having jurisdiction;

(g) Not discharge, load or store, nor permit the discharging, loading or storage of explosives of any kind upon the Demised Premises, or vessels, railroad cars, trucks or other vehicles moored to or upon the Demised Premises except as permitted by City's regulation of March 30, 1983 as heretofore or hereafter amended, any other such discharge, loading or storage being hereby specifically prohibited;

(h) Cause a sprinkler system maintenance and inspection service, approved by the agency having jurisdiction over same, to carry out systematic inspection, adjustment and maintenance, at monthly intervals, of the sprinkler systems on the Demised Premises, to the extent required by law, and to furnish reports of each such inspection to PPC;

(i) Cause a boiler and machinery inspection service approved by the agency having jurisdiction over same, to make such inspections and certifications as are required by the Boiler and Unfired Pressure Vessel Regulations of the Pennsylvania Department of Labor and Industry, and furnish all reports of such inspections and all certifications resulting therefrom to PPC;

(j) Promptly remove accumulations of snow from the Demised Premises, and keep the roofs, eave boxes and the deck drains free from any obstruction;

(k) Provide adequate security for the Demised Premises; and

(l) Not permit to remain, and shall discharge or remove, at its cost and expense, within thirty (30) days following the earlier of notice by the lienor or notice by PPC, all liens and charges upon the Demised Premises or any part thereof arising by reason of any labor or materials furnished or claimed to have been furnished to or on behalf of DOC, its agents, sublessees, licensees, assignees, permittees, employees or independent contractors or by reason of any construction, alteration, addition, repair or demolition of any part of the Premises by or on behalf of DOC, its agents, sublessees, licensees, assignees, permittees, employees or independent contractors. PPC shall have, and is hereby given, authority to enter upon the Demised Premises at any reasonable time to post any notices in a reasonable manner and at reasonable places which in its opinion shall be necessary to hold PPC harmless from any claim or liability arising out of any work done on the Demised Premises. Notice is hereby given that PPC will not be liable for any labor, services or materials furnished or to be furnished by DOC, or to any one holding the Demised Premises through or under DOC, and that no mechanic's or other such lien for any such labor or

materials shall attach to or affect the interest of PPC in and to the Demised Premises.

11. PPC's Remedies. If DOC fails to pay in full when due any installment of rent, or any other charge, expense or cost to be paid by DOC under this Agreement, or otherwise fails to perform, violates or otherwise breaks any covenant of DOC in this Agreement, or fails to comply with any notice given under the terms of this Agreement, or if DOC or Lavino fails to comply with any of its or their respective obligations under the Assignment, then, subject to paragraph 11(g) hereof,

(a) The whole rent for the entire term of this Agreement, as well as all other charges, payments, costs and expenses to be paid by DOC under this Agreement, or at PPC's option, any part thereof, and all costs and officers' commissions and watchman's wages, shall at the option of the PPC, be taken to be due and payable forthwith and in arrears as if by the terms of this Agreement it or they were all payable in advance, with the right on the part of the PPC to take such action under the provisions of this Agreement as is provided for when rent is in arrears and unpaid, and the unpaid balance of the whole rent for the whole term shall be first paid out of the proceeds realized under any assignment, receivership, or under any sheriff's or marshal's sale, or sale under proceedings in bankruptcy, insolvency or like proceedings, or under any other compulsory

procedure or order of court, any law, usage or custom to the contrary notwithstanding;

(b) In the event that DOC fails to pay any installment of rent within five (5) days after such rent is due, a payment of ten (10) percent of such rental payment shall immediately be due and payable in addition to such installment of rent. In the event that DOC fails to pay any other sum due under this Agreement and the thirty (30) day period specified in paragraph 11(g) hereof has elapsed, such sum shall bear interest at a rate equal to ten percent (10%) per annum, accruing from the date such sum is due and unpaid.

(c) DOC hereby empowers any clerk, prothonotary or attorney to appear for DOC in any and all actions and to confess judgment against DOC as of any term, past, present or future for all arrears of rent, and for costs, expenses and other payments to be paid for all arrears of rent, and for costs, expenses and other payments to be paid by DOC under this Agreement, together with attorney's commission of five percent (5%). Such authority shall not be exhausted by one exercise thereof, but judgment may be confessed as aforesaid and damages assessed thereunder from time to time as often as any of the said rent or other charges reserved as rent shall fall due or be in arrears, and such powers may be exercised as well after the expiration of any term;

(d) This Agreement, and the term hereby created, shall at the option of PPC terminate and become absolutely void

without any right on the part of DOC to save the forfeiture by payment of rent due, or by other performance of the condition violated. And when the Agreement shall be so determined, and also, when and as soon as the term hereby created shall have expired, it shall be lawful for any attorney, as attorney for DOC, to sign an agreement for entering in any competent court an amicable action and judgment in ejectment, without any stay of execution or appeal, against DOC and all persons claiming under DOC for the recovery by PPC of possession of the Demised Premises, and such attorney is further authorized and empowered as attorney for DOC to confess judgment against DOC for damages for detention, to be assessed at a sum equal to all unpaid rents and other monies due and payable by DOC to PPC under the terms and provisions hereof, without any liability on the part of the said attorney, for which this shall be a sufficient warrant, whereupon, if PPC so desires a writ of possession may issue forthwith without any prior writ or proceedings whatsoever. And, if for any reason after such action has been commenced, the same shall be discontinued and possession of the Demised Premises remain in or be restored to DOC, PPC shall have the right in any subsequent defaults to bring one or more further amicable actions in the manner and form as hereinbefore set forth, to recover possession of the Demised Premises with damages for detention thereof for such subsequent default. No such termination of this Agreement nor recovering possession of the Demised Premises shall deprive PPC of any remedies or action against DOC for all arrears

of rent or for damages for the breach of any covenant herein contained, nor shall the bringing of any such action for rent, or breach of covenant, nor the resort to any other remedy herein provided for the recovery of rent and of monies due hereunder or for damages for breach of covenant be construed as a waiver of the right to insist upon the forfeiture and to obtain possession in the manner herein provided;

(e) PPC may, at its option, relet the Demised Premises as agent of the DOC for the balance of the term of this Agreement and receive the rent therefor and apply the same to the payment of any rent or damage for breach of covenant due by DOC to PPC under the terms hereof; and

(f) PPC may itself or by agent, without notice, enter upon the Demised Premises, either by force or otherwise, and eject and expel DOC and all others therefrom, any law, usage or custom to the contrary notwithstanding, without being liable to any prosecution or action therefor, the consent of DOC being hereby given to PPC and to any officer or agent of PPC holding a warrant of distress or writ of execution issued by PPC against DOC to break or otherwise open all locked doors or windows, for the purpose of such entry, and upon such entry PPC or any officer or agent of PPC holding such a warrant of distress or writ of execution may distrain and levy upon any goods belonging to DOC therein found.

(g) In the event of any default or breach of covenant by DOC, except for nonpayment of monthly rent, which

shall be deemed to be a default, without notice, five (5) days following the first day of the month, PPC shall give written notice thereof to DOC, and DOC shall have a period of thirty (30) days after receipt of such written notice to cure any such alleged default or breach of covenant. PPC agrees that it will not exercise any remedy for default or breach of covenant hereunder until after the expiration of the appropriate period, and further agrees that it will not exercise any such remedy against DOC if within the appropriate period DOC (i) cures the default or breach other than the nonpayment of rent, or (ii) commences action in good faith within said thirty (30) day period to cure the default or breach of covenant and proceeds diligently and within a reasonable period of time to effect and complete a cure.

(h) In exercising any power conferred under this Agreement, either by the entry of an appearance, amicable action or by the entry of judgment by confession, DOC agrees that if a true and correct copy of this Agreement, be filed in such proceeding, it shall not be necessary to file the original as a warrant of attorney, any law or rule of court to the contrary notwithstanding.

(i) Any power herein given to enter an amicable action or to appear for and confess and enter judgment against DOC, and of the right to assess damages under any such judgment, shall be exercisable any number of times and shall not, under any circumstances, be exhausted by one or more uses thereof. Such power may be exercisable on behalf of any assignee of PPC.

(j) DOC hereby waives and releases unto PPC the benefit of all laws which do now or hereafter shall exempt any property of DOC upon the Demised Premises or elsewhere belonging to DOC from levy and sale upon distress for the rents or sums of money hereby reserved as rent, or upon an execution on any judgment obtained in an action brought for breach of any of the covenants herein contained. DOC further waives the right to three (3) months and fifteen (15) or thirty (30) days notice required under certain circumstances by the Pennsylvania Landlord and Tenant Act of 1951, as amended, and the benefit of all laws now or hereafter in force with respect to notices to be provided under this Agreement and hereby agrees that the respective notice periods provided for in this Agreement shall be sufficient in any such case.

(k) In creating the warrants of attorney to confess judgment for money and for possession and in providing for other remedies for PPC under this paragraph 11, DOC represents and warrants that it is knowingly, intentionally and voluntarily, and after consultation with its separate counsel, waiving its right to prior notice and an opportunity to be heard under federal and state constitutions and laws.

(l) For purposes of the remedies under this Agreement, the term "amicable action" shall include the procedure for complaint in confession of judgment and other procedures for entering judgment by confession under federal and state rules of civil procedure.

12. Remedies Cumulative. All of the remedies herein given to PPC and all rights and remedies given to it by law, shall be cumulative and concurrent. No termination of this Agreement or the taking or recovering of the Demised Premises shall deprive PPC of any of its remedies or actions against DOC for all arrears of rent or for damages, or for the breach of any covenant herein contained, nor shall the bringing of any action for arrears of rent or breach of covenant, or the resort to any other remedy herein provided for the recovery of arrears of rent be construed as a waiver of the right to obtain possession of the Demised Premises.

13. Condemnation.

(a) If the entire Demised Premises is permanently taken under the power of eminent domain, this Agreement shall terminate on the date title vests in the condemnor, in which event PPC shall be entitled to the entire payment or award, whether in condemnation or amicable proceeding in lieu of condemnation, and DOC shall be entitled only to relocation benefits.

(b) If a part of the Demised Premises is so taken, this Agreement shall terminate on the date title vests in the condemnor as to the portion taken, and rent shall abate equitably, in an amount to be reasonably determined by PPC, taking into account the rent attributable to the portion so taken; provided, however, that if the remaining portion of the Demised Premises is not usable by DOC for the purposes stated in

paragraph 7, as reasonably determined by DOC, DOC may terminate this Agreement on thirty (30) days prior written notice to PPC given within thirty (30) days after such date of vesting, which times shall be of the essence.

(c) If the taking be for a temporary use, rent shall abate during the period the condemnor is in possession in the manner specified in subparagraph (b).

(d) DOC waives any claim against PPC arising out of any taking under the power of eminent domain, or out of any partial or total termination of this Agreement under this paragraph 13 resulting therefrom, unless, in respect of that portion of the Demised Premises comprising Berths 4 and 5 and Crane #1, such taking shall occur as a result of the exercise of the power of eminent domain for Port purposes by a governmental agency. DOC expressly reserves the right to claim against the condemnor, provided that such claim does not reduce PPC's award from the condemnor.

14. Access Rights. DOC shall permit PPC and City or their respective servants, agents, employees or any other person authorized by either of them, to have free access to the Demised Premises to examine the same and to make such repairs or alterations as either PPC or City may see fit; provided, however, that in the exercise of such rights of access neither PPC nor City shall unreasonably interfere with the use and occupancy of the Demised Premises by DOC.

15. Railroad Tracks. DOC agrees that any railroad tracks upon the Demised Premises shall be operated on the Belt Line principle, i.e., all railroads shall have the right to deliver and receive cars to and from the Demised Premises.

16. Dredging.

(a) PPC, without expense to DOC, shall do such dredging as required to assure and maintain sufficient depth of water for the safe passage of working cargo ships at or about the Demised Premises.

(b) Except to the extent deposited or caused by the acts or omissions of DOC, its agents, employees, officers, general contractors or invitees, PPC assumes all liability, under applicable federal and state statutes, for wire, steel bands, baling wire, trash of any kind, timbers, pieces of steel and the like, that may be encountered by dredges working in the docks and waterways adjacent to the Demised Premises, and shall remove and dispose of such materials, when encountered, without any expense to DOC.

17. Notices. Any notices or communications under this Agreement shall be deemed sufficiently given or rendered only if in writing and delivered by hand or deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, and:

If to PPC to the attention of the President, at the address provided in the heading of this Agreement, with a copy to:

Peter M. Mattoon, Esquire
Ballard, Spahr, Andrews & Ingersoll
30 South 17th Street
Philadelphia, Pennsylvania 19103

If to DOC to the attention of its President at the address provided in the heading of this Agreement, or at such other place or places as either party may from time to time designate in writing to the other. Notice by United States mail shall be deemed given on the day of deposit.

18. Fair Employment Practices.

(a) DOC agrees to provide equal employment opportunities in connection with the exercise of the privileges herein granted. DOC further agrees:

(i) Not to discriminate nor permit discrimination against any employee or application for employment with regard to hiring, tenure of employment, promotion, terms, conditions or privileges of employment because of race, color, religion or national origin.

(ii) To keep posted in conspicuous and readily accessible places customarily frequented by applicants for employment and in at least one place customarily frequented by employees at or near each location where services are performed by such employees, copies of notices provided by the

Commission on Human Relations of the City of Philadelphia,
setting forth the substance of clause (i) of this paragraph 18
(a).

(iii) To insert the provisions of clauses (i)
and (ii) of this paragraph 18 (a) as covenants to be performed by
the sublessee in any sublease of all or part of the Demised
Premises which may hereafter be entered into by DOC.

(b) DOC agrees that any failure to comply with
any of the foregoing requirements shall constitute a substantial
breach of this Agreement.

19. Report. Upon request, during the last month of
the term of this Agreement and no later than ten (10) days before
the end of the term of this Agreement, DOC agrees to furnish a
report to PPC showing the dates and times of arrival and depar-
ture of all vessels, number of ships docked, total berth days,
and the cargo tonnage handled at the Demised Premises, divided
into general categories of merchandise and giving a breakdown of
the cargo tonnage on foreign import-export and domestic
inbound-outbound basis. Such report shall be held in confidence
by PPC, except that summaries of such report, in conjunction with
like reports supplied to PPC by one or more of its tenants or
other persons, may be used by PPC to the extent it deems neces-
sary in the conduct of its business.

20. Fire and Casualty Insurance.

(a) DOC shall keep the Demised Premises continuously insured against loss or damage resulting from fire and lightning and at least such other perils as are covered by the standard Pennsylvania form of fire insurance, extended coverage and Pier and Wharf extended coverage endorsement in the amounts specified in Exhibit "F" attached hereto and made a part hereof (the policies from time to time evidencing such insurance are hereafter sometimes called "the Policies"). DOC shall deliver two true and correct copies of the Policies to PPC promptly when issued.

(b) The insurance required by subparagraph (a) may be provided by blanket insurance covering other properties of DOC so long as it otherwise meets all the requirements thereof, in which event maximum co-insurance requirement shall be 90%. DOC shall deliver two copies of the pertinent provisions of any such blanket insurance policy to PPC promptly when issued together with a certificate or such other evidence as PPC may require to confirm compliance by DOC with the requirements for insurance coverage as provided in this Agreement.

(c) The Policies and the Blanket Insurance shall (without regard to whether or not DOC or PPC or the City carry additional or other insurance on the Demised Premises) be for the sole benefit of, and all proceeds shall be paid to and all losses shall be adjusted with the insurers by (i) PPC as to any claim or loss of \$100,000 or less and (ii) the City as to all other claims

or losses. Any insurance proceeds received by PPC under clause (i) of this subparagraph (c) shall be used solely to make prompt repairs to the damage to the Demised Premises.

(d) If the Demised Premises are either totally or partially damaged (in excess of \$100,000) by fire or other casualty, City shall, as provided in the Master Leases, either (i) repair or restore the same with reasonable promptness or (ii) terminate the Consolidated Lease and/or the Port Improvements Lease, as applicable, as to the Demised Premises, in which event this Agreement shall terminate and the rentals hereunder shall be equitably adjusted. In the event that the City determines not to restore the Demised Premises, DOC shall have the right to occupy the remainder of the Demised Premises unaffected by such damage (to the extent the same may be lawfully occupied) with an equitable adjustment of rent.

(e) DOC shall not do or commit, or willingly suffer to be done or committed, any act, matter or thing whereby, or in consequence whereof, the Policies or the Blanket Insurance shall become voided or suspended; or whereby or in consequence whereof the insurance risk or hazard of fire on the Demised Premises or any part thereof shall be rendered more hazardous.

(f) PPC and DOC hereby waive their respective rights of recovery, if any, against each other, and against the City, in respect of any damage or destruction to the Demised Premises covered by insurance, to the extent of the proceeds of such insurance. The Policies and the Blanket Insurance shall

provide in substance that the insurance, effected thereby, shall not be invalidated should the insured waive in writing, prior to loss, any or all rights of recovery against any party for loss occurring to the property therein described.

(g) PPC may from time to time cause an engineer, appraiser or other representative of PPC to inspect the Demised Premises, which shall include any capital improvements made to or installed upon the Demised Premises, to determine the insurable sound value of the Demised Premises, and upon written notice of any valuation so determined in excess of the amount specified in subparagraph (a), the amount of insurance there specified shall at PPC's option be increased to an amount not to exceed the valuation so determined, and DOC shall in that event promptly cause the insurance required by subparagraph (a) to be increased appropriately in amount at DOC's expense.

(h) Neither the Policies, nor any policy of blanket insurance permitted under subparagraph (b), shall, without PPC's consent, contain a deductible feature different than those deductible amounts appearing in Exhibit "F" referred to in subparagraph (a) of this paragraph 20. DOC shall, at the time of settlement of the insurance claim for any damage, promptly pay an amount equal to that portion of the insurance claim to which any deductible feature applies, in the same fashion as is prescribed in subparagraph (c) for the payment of insurance proceeds.

(i) PPC reserves the right for itself and the City and their respective agents, contractors and employees, to enter upon the Demised Premises for the purpose of effecting the repairs or restoration required or permitted by subparagraphs (c) and (d), even though the effect of such entry is to render the Demised Premises or a part thereof untenable, in which event the rent due hereunder shall be apportioned or suspended, taking into account that proportion of the Demised Premises rendered untenable by reason of such damage and repair or restoration or such entry, provided, however, that if the repair or restoration is required by the failure of the DOC to perform under the Agreement, no such apportionment or suspension shall occur.

21. Indemnity; Liability Insurance.

(a) DOC agrees to indemnify, defend and hold PPC and City harmless from and against any and all claims, demands, loss and expense arising from any death or injury to any person or damage to any person or damage to any property in, on, or about the Demised Premises, irrespective of the cause thereof, including without limiting the generality of the foregoing, death of or injuries to employees, agents, or invitees, or damage to any property of DOC, PPC and City or of any sublessee, excepting, however, any claim, demand, loss or expense arising from any willful misconduct or negligence of City or PPC or any of their respective agents, contractors, or employees or the failure of PPC to perform any obligation of PPC under this Agreement, for

which misconduct, negligence or failure PPC shall indemnify, defend and hold DOC harmless.

(b) DOC shall continuously keep in effect public liability insurance with limits as to personal injury or death of Two Hundred Fifty Thousand (\$250,000) Dollars as to any person and Five Hundred Thousand (\$500,000) Dollars for all persons, and of Two Million Five Hundred Thousand (\$2,500,000) Dollars for property damage, and shall cause the policies evidencing such insurance to name both City and PPC as additional insureds and to incorporate cross liability endorsement provisions substantially as follows: "Cross Liability - It is understood and agreed that the insurance afforded by this policy for more than one named insured shall not operate to increase the limits of the company's liability, but otherwise shall not operate to limit or void the coverage of any one named insured as respects claims against the said named insured by any other named insured or the employees of any such other named insured."

(c) DOC shall continuously keep in effect policies of insurance in DOC's name or self-insurance programs approved by all relevant governmental and regulatory agencies and authorities, with evidence satisfactory to PPC of such programs and approval, covering DOC's liabilities under the Workmen's Compensation Law, the Longshoremen's and Harborworkers' Act, the Jones Act and other like state and federal liability statutes, in amounts reasonably satisfactory to PPC.

(d) Two copies of the certificates evidencing the insurance coverage required by this paragraph 21 shall be delivered by DOC to PPC.

22. Insurance; General.

(a) If DOC fails to maintain any insurance required in this Agreement to be maintained by DOC, PPC may procure same, wherever available, at DOC's expense, and DOC shall pay PPC the cost thereof on demand as rent.

(b) Every policy of insurance required by this Agreement to be maintained by DOC shall contain a provision prohibiting cancellation thereof or changes therein without at least thirty (30) days prior written notice to PPC and to City.

(c) DOC shall provide such additional types of insurance in such amounts as PPC shall reasonably require with a view to the nature of the Demised Premises and of the use to be made thereof by DOC. In respect of the Cranes, such additional types of insurance shall only be required by PPC if obtainable by DOC at reasonable cost. In the event that any such additional insurance is required, DOC shall deliver two copies of each policy to PPC.

(d) All policies of insurance called for by paragraphs 20, 21 and 22 hereof shall be issued by insurers reasonably acceptable to PPC.

23. No Waiver. PPC's failure at any time to compel a fulfillment of any one or more of the covenants or agreements contained in, or to exercise any one or more of its rights or remedies under this Agreement shall not be construed to be a waiver of PPC's right thereafter to enforce any such covenant or agreement, or to exercise any such right or remedy.

24. Business Interruption. PPC shall not be liable for damages by reason of any inconvenience or interruption to the business of the DOC arising from any taking under the power of eminent domain, any loss or damage to or destruction of the Demised Premises by fire, casualty or other cause whatsoever, or from the making of additions, alterations or repairs to the Demised Premises.

25. Miscellaneous.

(a) Any term used in this Agreement as singular shall be construed to include both singular and plural, and any term used in this Agreement as plural, shall be construed to include both plural and singular.

(b) This Agreement sets forth all the promises, agreements, conditions and understandings between PPC and DOC relative to the Demised Premises. Except as herein otherwise provided, no subsequent alteration, amendment, charge, change or addition to this Agreement shall be effective unless reduced to writing and executed by PPC and DOC.

(c) All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors and assigns of said parties.

(d) The headings opposite the text of the several paragraphs of this Agreement are for convenience of reference only and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(e) All times provided for in this Agreement shall be of the essence.

26. Contractor's Insurance. DOC and PPC will require any contractor engaged by them to perform work on the Demised Premises to furnish contractor's comprehensive liability insurance covering the performance of the work and including DOC, PPC and City as named insureds.

27. Quiet Enjoyment. PPC covenants and agrees that, on payment of the rentals and performance of the covenants and agreements on the part of DOC to be performed hereunder, DOC shall at all times during the term of this Agreement peaceably have and enjoy the exclusive use of the Demised Premises and all rights and privileges granted to DOC herein, under and subject, however, to the Master Leases and the Assignment and to all conditions, restrictions, covenants, laws, rules and regulations now and hereafter in force affecting the Demised Premises. PPC

shall take such affirmative action as PPC deems appropriate to assure that DOC shall have such peaceable enjoyment and exclusive use during the term of this Agreement, under and subject as aforesaid.

28. Air Pollution. It is mutually agreed that in the event that DOC suffers any work stoppage due to air pollution, PPC will use its best efforts to alleviate and eliminate such pollution immediately and shall within ten (10) days after receipt of written notice of any such work stoppage, determine whether such pollution is in violation of the Air Pollution Code of the City of Philadelphia and, if so, PPC will immediately apply to the Court of Common Pleas of Philadelphia for relief by injunction to restrain such violation and/or exercise other rights and remedies at law or in equity.

29. Force Majeure. Neither PPC nor DOC shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder (except as to its obligations to pay rent or maintain insurance under all the provisions of this Agreement) for any reason beyond its control, including, without limiting the generality hereof, acts of God or the public enemy, the elements, flood, fire, explosion, any law, order or regulation of the Federal or State Government or any agency thereof, strikes, lockouts or other work stoppages, or failure to delay of performance by suppliers or contractors.

30. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties hereto have caused this

Agreement to be duly executed as of the day and year first above written.

ATTEST: (Corporate Seal)

Carlo R. Gandetta
Secretary

PHILADELPHIA PORT CORPORATION

By: [Signature]
President

ATTEST: (Corporate Seal)

[Signature]
Secretary

DELAWARE OPERATING COMPANY

By: [Signature]
President

The undersigned, in accordance with the terms of the Assignment, hereby guarantees the performance of all of the covenants and obligations of DOC hereunder.

ATTEST: (Corporate Seal)

[Signature]
Secretary

LAVINO SHIPPING COMPANY

By: [Signature]
President
GUARANTOR

Approved prior to execution hereof, and on behalf of the CITY OF PHILADELPHIA, intending to be legally bound by the provisions of paragraphs 3, 14, 20(c) and 20(d) of this Agreement:

By: [Signature]
Dep. Director of Commerce,
City of Philadelphia

7/31/87
Date

APPROVED AS TO FORM
HANSEL B. MINYARD, CITY SOLICITOR
PER Paul L. Rucci
DEPUTY CITY SOLICITOR

SCHEDULE OF EXHIBITS

EXHIBIT A - List of Subleases

EXHIBIT B - Site Plan of Demised Premises

EXHIBIT C - Assignment of Subleases by Lavino to PPC

EXHIBIT D - Inventory of Crane Parts

EXHIBIT E - Site Plan of Portions of Demised Premises

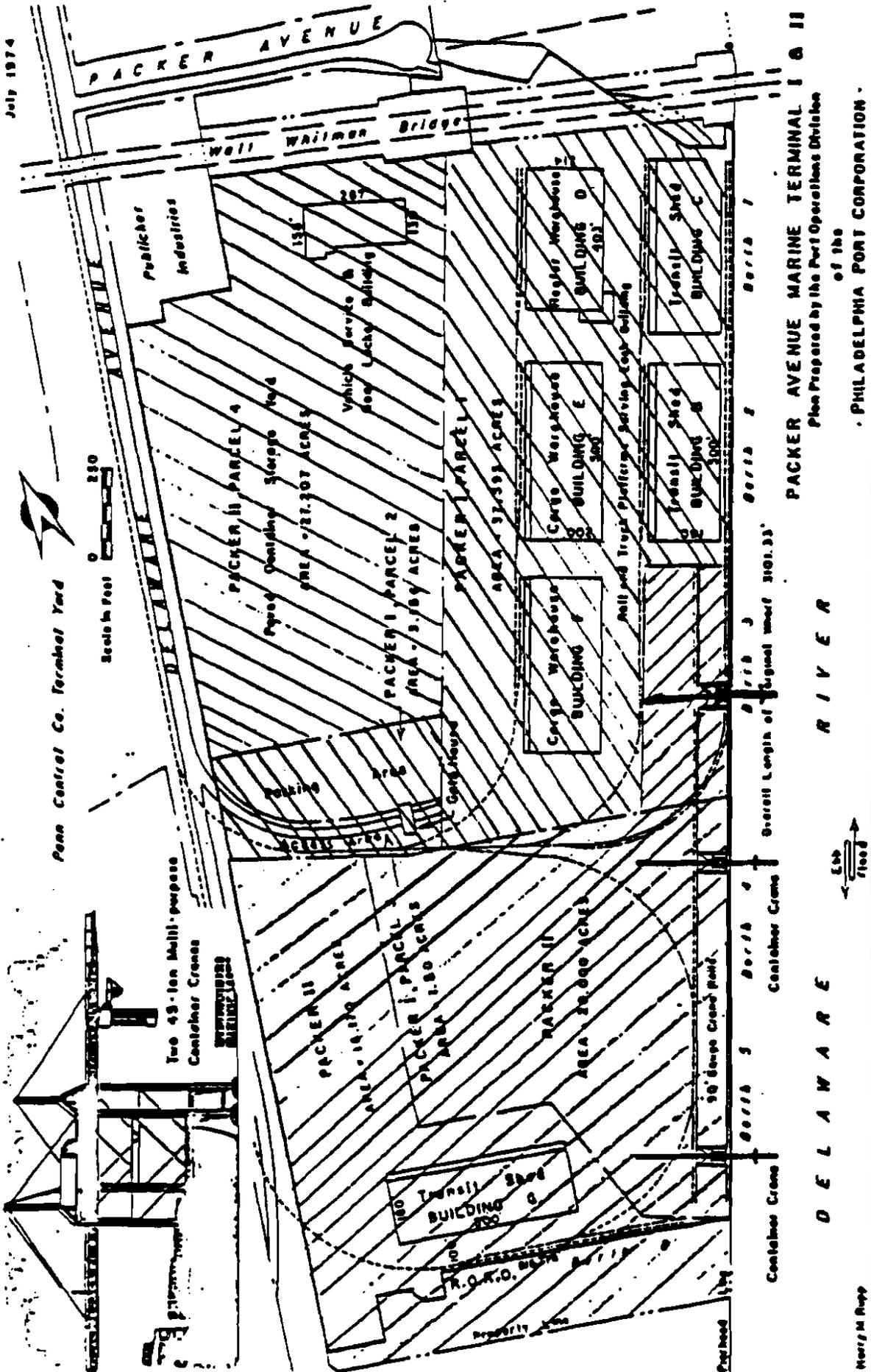
EXHIBIT F - Insurance Requirements

EXHIBIT "A"

SUBLEASES COMPRISING THE DEMISED PREMISES

1. Packer Avenue Marine Terminal I Berths 1, 2 and 3
2. Packer Avenue Marine Terminal I Paving
3. Packer Avenue Marine Terminal II Berth B
4. Packer Avenue Marine Terminal II Berths 4 and 5 and Kocks Crane #1
5. Kocks Crane #2
6. Kocks Crane #3
7. Packer Avenue Marine Terminals I and II - Crane Rail Extension
8. Packer Avenue Marine Terminal II Container Storage Yard
9. Packer Avenue Marine Terminal II - Equipment Maintenance Shop and Truck Gate House Extension

July 1974



Penn Control Co. Terminal Yard

Scale in Feet 0 250

Packer Industries

PACKER II PARCEL 4
AREA - 27.207 ACRES

PACKER I PARCEL 2
AREA - 3.79 ACRES

PACKER I PARCEL 1
AREA - 1.80 ACRES

PACKER II PARCEL 3
AREA - 10.10 ACRES

PACKER II PARCEL 6
AREA - 20.000 ACRES

PACKER I PARCEL 7
AREA - 31.591 ACRES

PACKER I PARCEL 8
AREA - 1.80 ACRES

180 Tonnell Shed BUILDING G

Cargo Warehouse BUILDING E

Cargos Warehouse BUILDING F

Reefer Warehouse BUILDING D

150 Tonnell Shed BUILDING B

150 Tonnell Shed BUILDING A

100 45-ton Multi-purpose Container Cranes

50' large Crane Path

Container Cranes

R.O.R.O. Barge

Wall Walmer Bridge

DELAWARE RIVER

Scale in Feet 0 250

North Arrow

Property Line

Prepared by P.C. Morris & Rupp

Plan Prepared by the Port Operations Division of the PHILADELPHIA PORT CORPORATION

Serial Length of Segment 3101.33'

Serial 3

Serial 4

Serial 5

Serial 6

Serial 7

Serial 8

Serial 9

Serial 10

Serial 11

Serial 12

Serial 13

Serial 14

Serial 15

Serial 16

Serial 17

Serial 18

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Serial

AGREEMENT

THIS AGREEMENT made as of the first day of January, 1986, effective such date or effective such later date as may be determined by the Federal Maritime Commission, by and among PHILADELPHIA PORT CORPORATION, a Pennsylvania nonprofit corporation ("Lessor"), LAVINO SHIPPING COMPANY, a Delaware corporation ("Lavino") and DELAWARE OPERATING COMPANY, a Pennsylvania corporation ("DOC"),

W I T N E S S E T H:

WHEREAS, Lavino currently leases from Lessor certain port facilities, marine terminals, piers, cranes and other property, located within or adjacent to the Port of The City of Philadelphia, pursuant to several leases more fully described on Exhibit A attached hereto (collectively, the "Leases"); and

WHEREAS, Lavino and DOC have agreed that Lavino will assign to DOC all of Lavino's right, title and interest in, to and under the Leases provided that Lessor gives its written consent to such assignment pursuant to the terms of the Leases; and

WHEREAS, Lessor is willing to give its written consent to such assignment subject to the terms and conditions

set forth herein and provided that Lavino remains fully liable to Lessor under each of the Leases.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereby agree as follows:

1. Lavino agrees that it shall remain fully liable to Lessor in respect of all covenants and obligations to be kept and performed by Lavino under the Leases, this assignment hereinmade to the contrary notwithstanding. By way of illustration and not limitation, this Agreement shall not diminish or otherwise affect the obligation of Lavino under the Leases to defend and indemnify Lessor and The City of Philadelphia (the "City") against, and to hold them harmless from, any and all claims, demands, losses and expenses arising from any death or injury to any person or damage to any property in, on or about the demised premises defined under the Leases, irrespective of the cause thereof, including, without limitation, death of or injury to employees, agents or invitees, or damage to any property of Lavino, DOC, Lessor and the City or of any sublessee, excepting however, any claim, demand, loss or expense arising from any willful misconduct or negligence of the City or Lessor or any of their respective agents, contractors, or employees or the failure of Lessor to perform any obligation of Lessor under any of the Leases.

2. Notwithstanding the continued liability of Lavino as provided hereinabove, DOC agrees that upon the execution and delivery of this Assignment it shall become

fully liable to Lessor in respect of all covenants, obligations and other matters of every kind which may arise under the Leases after the date hereof. In connection with such matters, DOC's liability hereunder shall include, but not be limited to, DOC's obligation under the Leases to defend and indemnify Lessor and the City against, and to hold them harmless from, any and all claims, demands, losses and expenses arising from any death or injury to any person or damage to any property in, on or about the demised premises defined under the Leases, irrespective of the cause thereof including, without limitation, death of or injury to employees, agents or invitees, or damage to any property of DOC, Lavino, Lessor and the City or of any sublessee, excepting however, any claim, demand, loss or expense arising from any willful misconduct or negligence of the City or Lessor or any of their respective agents, contractors, or employees or the failure of Lessor to perform any obligation of Lessor under any of the Leases.

3. Subject to the terms of the preceding two paragraphs, Lavino hereby assigns to DOC, as of January 1, 1986, all of its right, title and interest in, to and under the Leases, which assignment is hereby approved by Lessor.

4. The warrants of attorney given by the lessee under the Leases for the purposes of confessing judgment against lessee (i) for arrears of rents and other sums due Lessor under the Leases and (ii) in ejectment and for damages for detention, are hereby ratified and confirmed by Lavino and are hereby consented to and accepted by DOC.

5. This Agreement shall be submitted to the Federal Maritime Commission for a determination whether it is subject to the provisions of the Shipping Act of 1916, as amended and/or the Shipping Act of 1984. This Agreement shall not take effect until the Federal Maritime Commission has issued its effective date with respect thereto or has ruled that the determination of an effective date is not required.

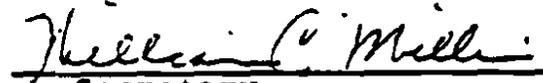
6. The parties hereto do not intend that, with the exception of (i) any successors or assigns of Lessor, (ii) the City and (iii) any companies providing insurance coverage to Lessor or the City, any person or entity is to have any claim or any interest under this Agreement against Lavino or to have any right of action hereon or hereunder against Lavino.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

Attest: (Corporate Seal)


Secretary
Joseph L. Zazyczny

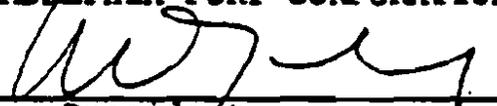
Attest: (Corporate Seal)


Secretary
William C. Miller

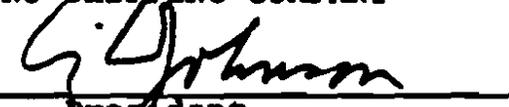
Attest: (Corporate Seal)


Secretary
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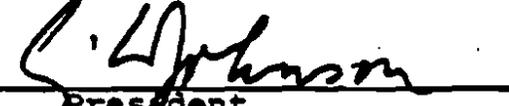
PHILADELPHIA PORT CORPORATION

By: 
President
W. Oliver Leggett, Jr.

LAVINO SHIPPING COMPANY

By: 
President
Craig N. Johnson

DELAWARE OPERATING COMPANY

By: 
President
Craig N. Johnson

Approved by The City of Philadelphia prior to the execution hereof by Philadelphia Port Corporation

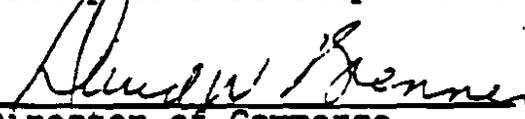

Director of Commerce
David W. Brenner

EXHIBIT A

<u>Date</u>	<u>Premises</u>
1. April 21, 1965	Packer Avenue Marine Terminal I Berths 1, 2 and 3
2. September 30, 1969	Packer Avenue Marine Terminal I Paving
3. August 6, 1971.	Packer Avenue Marine Terminal II Berths 4 and 5 and Kocks Crane No. 1
4. July 27, 1971	Packer Avenue Marine Terminal II Berth B
5. May 30, 1973	Packer Avenue Marine Terminal II Container Storage Yard
6. August 6, 1974	Packer Avenue Marine Terminal II Equipment Maintenance Shop and Truck Gate House
7. March 14, 1973	Kocks Crane No. 2
8. July 8, 1977	Packer Avenue Marine Terminal I and II - Crane Rail Extension
9. October 21, 1977	Kocks Crane No. 3
10. May 13, 1976	Piers No. 82-84 South

KOLKS CRANES SPARE PARTS LIST

D. O. C.

MECHANICAL

JUNE 23, 1967

Prepared By: _____
Approved By: _____

COLUMN WRITE	PC.	MATERIAL	COST	
				TOTAL COST MECH. ELEC.
				\$ 263,000
				\$ (264,999)
1	4	TRUSTER Trolley	10000-	
2	1	Boom	6000-	
3	2	Hoist	12000-	
4				
5				
6		SHEAVES SPREADER		
7	7	K-2 K-3	15720-	
8	4	K-5	10480-	
9	2	SHEAVE COVERS	3000-	
10	4	FLIPPERS	2239-	
11		HOIST WIRES		
12	4	K-2 K-3	2199-	
13	2	K-5	2280-	
14	2	BOOM WIRES K-3	5060-	
15	1	GANTRY Gear Box	10000-	
16	1	ELECT REEL GEAR BOX	4000-	
17	2	HOIST BRAKE DRUMS K-3	3500-	
18	1	Trolley wheel K-2 K-3	4000-	
19	1	GANTRY wheel K-2-3-5	5000-	
20	1	SPARE FUEL PUMP	2000-	
21	4	Twist Lock & SPACER	2210-	
22	12	BOSS PLATES FOR SPREADER	525-	
23	5	SET HYD SEAL FOR STORM BRAKES	1730-	
24	9	FILTERS FOR HYD STORM BRAKES	800-	
25	4	SET FALK PUMP COUPLING	400-	
26	1	CABLE REEL CHAIN	193-	
27	15	CELL GUIDE ROLLER BUSHING	150-	
28	1	Twist Lock CYL /w CLAS	425-	
29	6	TRACK Hold Down PLATE	75-	
30	14	ASSORTED HYD PARTS	375-	
31	1	24VOLT ELECT FUEL PUMP	255-	
32	6	RUBBER DRIVE COUPLING	800-	
33	10	MAN FOLD VALVES /SPREADER	1500-	
34	1	HYD BRAKE RESERVOIR	400-	
35	23	BRAKE SHOES /K-2-3-5	4000-	
36	2	GANTRY GEAR Box COUPLING	250-	
37	2	PINS & BRACKETS - EXTENT G/L	50-	
38	2	PACKING RING / FUEL PUMP	50-	
39	1	LARGE FALK COUPLING	300-	
40	2	24V STARTER RELEASE	200-	
41	1 SET	FALK PUMP COUPLING	250-	
42	1	CUMMINS FUEL Solenoid	50-	
43	4	FLIPPER SHAFTS	625-	
44	1	24VOLT CUMMINS STARTER	400-	
45	1	Hollow AXLE SHAFT 4" DIA	400-	
46	7	INJECTORS FOR 6 CUMMINS ENG	700-	
47	2	Small HYD FILTERS	40-	
48	1	CAT ENGINE LOWER RADIATOR HOSE	30-	
49	1	CAT ENGINE UPPER RADIATOR HOSE	15-	
50	1	CUMMINS ENG K-SHAFT 7 1/2" DIA	75-	
			116341	

KOCKS CRANES SPARE PARTS LIST

D. O. C.
MECHANICAL

Prepared By:
Approved By:

JUNE 23, 1957

PC	MATERIAL	COST
1	6" MUFFLER CLAMP	2-
18	1/8" .010 SWIM STOCK	25-
9	CELL GUIDE ROLLER LOCKS	35-
7	FESTON ROLLERS	245-
3	FESTON PLATES	100-
7	HYDOSTATIC MOTOR PINS	25-
1	CUMMINS CONTROL SWITCH	20-
3	PUMP COUPLING HUBS	125-
1	CAT OIL RELIEF VALVE	135-
3	WOODWARD GOV HEADS	750-
7	Box MISL HYD FITTING	140-
1	CUMMINS TEMP GAUGE	75-
4	TROLLEY GEAR BOXES	4000-
15	FESTON CARRIAGES	1200-
1	CAT L. ENGINE RADIATOR	2500-
12	NOZZLES FOR CAT. ENG	300-
	ASSORTMENT OF BOLT METRIC (STAN). NUTS WASHERS SCREWS	6000

5757

KOLKS CRANES SPARE PARTS LIST

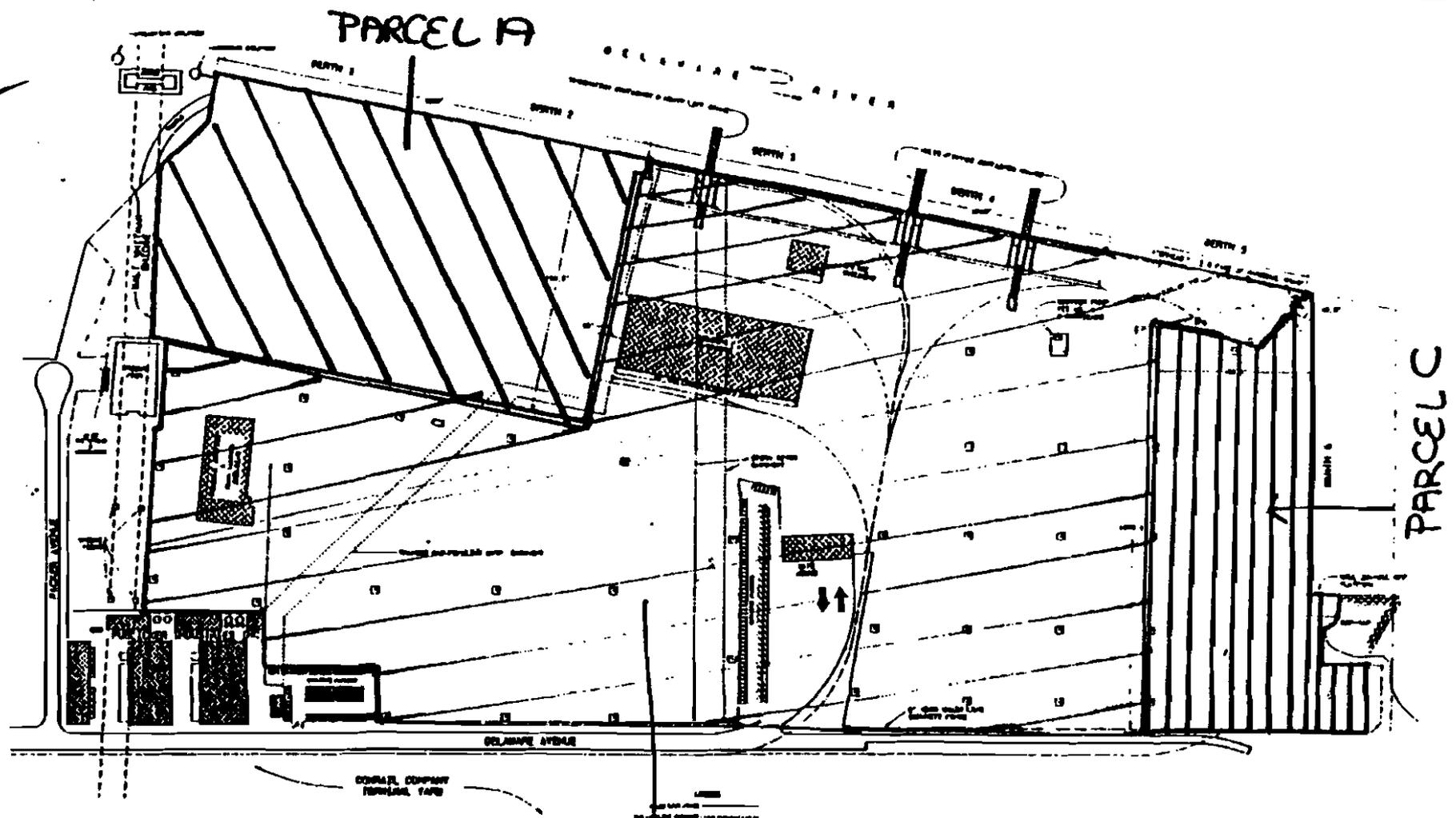
D. D. C.

ELECTRICAL

Prepared By:
Approved By:

JUNE 23, 1949

COLUMN WRITE #	PC	MATERIAL	COST
1	42	CARD PACKS	40340/
2	5	DBT BOARDS	6000/
3	10	CB BOARDS K-2 K3	12000/
4	16	CB BOARDS K-5	19200/
5	12	TRANSFORMERS	4261/
6	11	THURSTOR MOTORS	2950/
7	50	COILS	9000/
8	25	RELAYS	1250/
9	250	ASSORTMENT OF FUSES	1000/
10		ASSORTMENT OF ELECT PART	
11		SWITCHES	
12		LIGHTS	
13		ICE CUBE SOCKETS	
14		CONTACTS	
15		MODULE	
16		OVERLOAD HEATERS	8000
17		DIODES	
18		POTS	
19		CAPACITORS	
20		RESISTORS	
21		BRUSH HOLDERS	
22		OVERLOAD RELAYS	
23		CONTACT BLOCKS	
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Parcel outlines are approximations only. To the extent that separate agreements are entered into with respect to any or all of these parcels, the descriptions of the parcels attached to such agreements shall control. Discrepancies in boundary lines, if any, shall not affect the rent chargeable with respect to each parcel as set forth in this Agreement.

PARCEL B

PHILADELPHIA PORT CORPORATION
 PACER AVENUE MARINE TERMINAL, PHILADELPHIA PA

EXHIBIT E

PACKER AVENUE MARINE TERMINAL
FIRE & EXTENDED COVERAGE INSURANCE AMOUNTS

<u>Facility</u>	<u>Amount</u>
Packer Avenue I Marine Terminal	\$16,765,000
Crane Rail	1,000,000
Packer Avenue Berths 4-5 (pier & wharf)	500,000
Packer Avenue Berth "B" (shed)	1,800,000
(pier & wharf)	250,000
Kocks Crane #1	3,500,000
Kocks Crane #2	3,500,000
Kocks Crane #3 (heavy lift)	3,500,000
Storage Yard	340,000
Gear Locker	1,300,000
Gatehouse	540,000
Electric Station	85,000

:tb
4/20/87

The insurance policies referenced in this Exhibit f may have a deductible up to a maximum amount of \$5,000 per each occurrence.