

LEASE BETWEEN
BOARD OF COMMISSIONERS
OF THE PORT OF NEW ORLEANS
AND
NEW ORLEANS COLD STORAGE & WAREHOUSE COMPANY, LTD.

RECEIVED

THIS LEASE, made and entered into on this 8th day of June, 1978, by and between BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS, hereinafter sometimes called "Board", a unit of local government of the State of Louisiana, herein represented by Edward S. Reed, Executive Port Director and General Manager, by virtue of the authority conferred upon him by a resolution of said Board adopted on the 22nd day of December, 1977, a certified copy of which is annexed hereto and made part hereof, and NEW ORLEANS COLD STORAGE & WAREHOUSE COMPANY, LTD., a Louisiana corporation, hereinafter sometimes called "Lessee", herein represented by Philip G. Kuehn, its President, by virtue of the authority conferred upon him by a resolution of Lessee's Board of Directors adopted on the 20th day of March, 1978, and in full force and effect on the date hereof, a certified copy of which is annexed hereto and made a part hereof,

W I T N E S S E T H :

THAT FOR THE CONSIDERATION and on the terms and conditions hereinafter set forth and in the LEASE GENERAL CONDITIONS annexed hereto and made part hereof, Board has leased and does hereby lease to Lessee the following described premises, to-wit:

That certain tract of unimproved land comprising ten and no/hundredths (10.00) acres, located in the Third Municipal District of the City of New Orleans, north of Florida Avenue and West of Alvar Street, as more particularly described in the Real Estate Description dated May 24, 1978, revised February 5, 1979, annexed hereto and made part hereof as Exhibit "A", and as more particularly delineated on drawing number M-12-5790, dated May 24, 1978, revised February 5, 1979, annexed hereto and made part hereof as Exhibit "B".

TO HAVE AND TO HOLD said leased premises for the term hereinafter mentioned, unless sooner ended and terminated as hereinafter provided, and subject to the aforesaid LEASE GENERAL CONDITIONS and to the following terms and conditions, to-wit:



1. Limitation of Operations

The premises herein leased are to be used solely for the construction and operation by Lessee of a warehouse and other facilities to be used for the refrigerated and non-refrigerated storage, handling and processing of commodities requiring refrigerated facilities and dry storage and which, to a substantial degree, are moving in the domestic or foreign water-borne commerce of the Port of New Orleans. Notwithstanding the provisions of Section 19 of the LEASE GENERAL CONDITIONS ("Assignment and Subletting"), Board's prior consent shall not be required for Lessee's subleasing of portions of the warehouse building to the limited extent necessary and required to conduct Lessee's warehousing operations under this lease, and such sublessees may have separate metering of utilities, in their own names.

2. Term

This lease is made for a basic term of forty (40) years, commencing as of the date first hereinabove written. The basic forty (40) year term of this lease may be extended at the option of Lessee for an additional five (5) year period and may thereafter be further extended at the option of Lessee for an additional five (5) year period; provided, however, that the cumulative total of such five (5) year extension periods shall not exceed ten (10) years; and provided further that in order to extend this lease, as aforesaid, Lessee shall give to Board written notice of its desire to so extend at least one (1) year prior to the expiration of the basic forty (40) year term of this lease or at least one (1) year prior to the expiration of the first five (5) year extension period, as the case may be.

3. Rent

The basic annual rental established at the commencement of this lease shall be Fifty Thousand Dollars (\$50,000.00), which shall be payable in advance quarterly in equal installments of Twelve Thousand Five Hundred Dollars (\$12,500.00); provided, however, that said basic annual rental shall be reduced by fifty

per cent (50%) until Lessee's warehouse building is operational, but for no longer than one (1) year from the commencement of this lease, unless construction of said building is delayed for reasons beyond the control of Lessee, in which event said reduced rental shall continue until said building is operational, but for no longer than two (2) years from the commencement of this lease. The basic annual rental shall be increased upon the expiration of each five (5) year period of the entire term of this lease by an amount equal to ten per cent (10%) of the basic annual rental that prevailed for the five (5) year period then ending.

In addition to the above described basic annual rental, Lessee shall pay to Board, during the entire term of this lease, additional rental in an amount equal to one per cent (1%) of the gross receipts derived by Lessee from the operations of the plant and facilities to be constructed and operated by Lessee pursuant to the terms of this lease. During the first five (5) years of this lease said additional percentage rental shall be payable in full within thirty (30) days from the end of each quarter. After the first five (5) years of this lease said additional percentage rental shall be payable within thirty (30) days from the end of each year and shall be reduced (but never below zero) by the amount of the difference between the basic annual rental for that year ending and the sum of Fifty Thousand Dollars (\$50,000.00). The total rental each year shall never be less than the basic annual rental established for that year.

4. Insurance

Lessee shall procure and maintain, at Lessee's sole cost and expense, Warehouseman's Legal Liability Insurance, with limit of liability of not less than Five Hundred Thousand Dollars (\$500,000.00) for each occurrence and aggregate, subject to the provisions of subparagraph (iv) of Section 6 of the LEASE GENERAL CONDITIONS ("Insurance"), and in addition to the other insurance coverages required by that Section.

5. Rail Service

Board agrees to complete construction of the industrial lead track servicing the leased premises before June 1, 1979, except for delay beyond the control of Board. In no event shall Board be liable for consequential damages resulting from the failure timely to complete construction of said lead track. Lessee shall be responsible for its switch track and switch track connection to the lead track, however, as provided in Section 18 of the LEASE GENERAL CONDITIONS ("Public Belt Railroad Commission").

6. Maintenance of Building

Lessee agrees to be responsible for and shall pay all costs of maintenance and repair of the building and other improvements which are constructed on the leased premises, so that at the termination of this lease, and at all times during this lease, the same will be in as good condition as at completion of construction, except for reasonable wear and tear. Should Lessee fail to perform its obligations as stated hereinabove and should such failure continue for a period of thirty (30) days following service of written notice by Board upon Lessee of such failure, then Board, in addition to such remedies as may be afforded to it by law, is hereby authorized by Lessee, upon the expiration of said thirty (30) day period, to perform the work, and Lessee shall, on demand by Board, pay to Board as additional rent the actual expenses incurred by Board therefor. The Board agrees that its right to payment by Lessee for such expenses shall be subordinate to any valid and subsisting mortgage permitted by the Board under this Agreement affecting the Leased Premises or the improvements constructed thereon.

7. Right to Sell Project - Assignment of Lease Agreement -
Waiver of Lessor's Privilege

Anything herein or in the LEASE GENERAL CONDITIONS to the contrary notwithstanding, it is agreed by the Board that Lessee may execute and deliver an Agreement of Sale, dated as of January 1, 1979 (the "Sale Agreement"), substantially in the form

attached hereto as Exhibit "C" in connection with the issuance by the Industrial Development Board of the City of New Orleans, Louisiana, Inc. (the "Industrial Board") of not exceeding \$4,000,000.00 of Industrial Development Revenue Bonds (New Orleans Cold Storage and Warehouse Company, Ltd. Project) Series 1979, (the "Bonds"), such Bonds to contain the terms and provisions and to be secured in the manner and with the effect provided in the Trust Indenture dated as of January 1, 1979 (the "Indenture"), substantially in the form attached hereto as Exhibit "D", between the Industrial Board and Hibernia National Bank, as Trustee (the "Trustee"). It is further agreed that anything herein or in the LEASE GENERAL CONDITIONS to the contrary notwithstanding Lessee may execute and deliver a first mortgage and chattel mortgage (the "Mortgage") encumbering the leasehold estate, substantially in the form attached hereto as Exhibit "E" and "F", respectively, the effect of which will be to subject the leasehold estate and the buildings, improvements and/or chattels constructed or placed by the Lessee upon the herein Lease Premises to a first mortgage securing the obligation of the Company to pay the purchase price payments under the Sale Agreement, as represented by the promissory note of the Company. It is hereby agreed, recognized and understood that pursuant to the Sale Agreement the Lessee will convey to the Industrial Board the warehouse facilities to be constructed by the Lessee on the leased premises upon completion of the construction, acquisition and installation of said warehouse facilities (said facilities being more particularly described in Exhibit "A" to the Sale Agreement and being referred to in this Section 7 as the "Project") and will immediately repurchase the Project from the Industrial Board, all for the purpose of securing the payment of the principal of, premium, if any, and interest on the Bonds. The Board hereby consents to the terms of the Sale Agreement, Indenture and Mortgage, including in particular the rights and

remedies of the Industrial Board and of the Trustee and the Bondholders described therein, including in particular, the right to appoint a receiver of the Project, to cure any defaults of Lessee hereunder and to foreclose against the leasehold interest of the Lessee hereunder and the improvements of Lessee on the leased premises.

The Board further agrees that anything herein or in the LEASE GENERAL CONDITIONS to the contrary notwithstanding Lessee may, upon the occurrence of default hereunder or under the Sale Agreement or Mortgage, and subject to the furnishing of written notice thereof to the Board, assign to the Industrial Board and/or the Trustee on behalf of the holders of the Bonds all of Lessee's right, title and interest under this lease, subject to and upon full assumption of all of the terms and conditions of this lease by the Trustee, or, in the alternative by an assignee of the Trustee or of the Industrial Board, except that it shall be optional with the Industrial Board and said Trustee whether or not to operate Lessee's plant. Lessee shall in all events remain liable to the Board under all terms and conditions of the lease. Upon the execution of such an assignment, written notice thereof shall immediately be served upon the Board.

The Board further agrees that in the event that the Industrial Board or the Trustee on behalf of the holders of the Bonds should acquire this lease by assignment in accordance with the terms of the Sale Agreement or pursuant to a foreclosure proceeding, such parties shall have the right to assign, sell and transfer the right, title and interest of Lessee so acquired by it or them to any third party or parties; provided, however, that said third party or parties shall assume and become subject to all of the terms of this lease, in particular the conditions stated in Section 2 of the LEASE GENERAL CONDITIONS to the effect that the operations conducted on the premises shall contribute to the domestic or foreign waterborne commerce of the Port of New Orleans.

Following such assignment, sale or transfer, the Industrial Board and the Trustee shall have no further responsibility or liability to Board under this lease, provided, however, that in order to exercise such rights of assignment, sale or transfer to third parties and prior to the exercise of such rights, the following provisions shall be observed:

1. The Industrial Board and the Trustee shall serve written notice upon the Board of their intention to assign, sell or transfer this lease and shall advise Board of the name or names of the party or parties to whom this lease is to be assigned, sold or transferred.

2. Following service of said written notice, Board shall have one hundred twenty (120) days within which to elect either:

(a) to pay the outstanding balance on the Bonds (including principal and accrued interest and redemption premium, if any), in which event title to the leasehold estate and to the Project constructed on the leased premises shall vest in Board, free and clear of any and all liens or encumbrances, without the necessity of the Industrial Board, Trustee and/or Lessee executing any deed translativ of title, and the Industrial Board and Trustee shall promptly effect the cancellation and erasure from the public records of the inscription of the Sale Agreement, Indenture, Mortgage or other form of encumbrance; or

(b) to designate to the Industrial Board and the Trustee a party or parties preferred by Board, who is or are willing to accept an assignment, sale or transfer of said lease at a price equal to or greater than that offered to the Industrial Board and the Trustee by the party or parties originally named as proposed assignee, vendee or transferee,

in which event the said assignment, sale or transfer shall be made to the party or parties designated by Board.

3. Should Board fail to exercise either of the above rights within said one hundred twenty (120) day period, the Industrial Board and the Trustee shall be free to assign, sell or transfer this lease as originally proposed.

Any other provisions of this lease to the contrary notwithstanding, Board agrees that during the period in which the Sale Agreement, the Indenture and the Mortgage are in full force and effect, there shall be no acceleration of the rentals hereunder and no action by Board justified under this lease by reason of default or non-compliance by Lessee with the provisions hereof shall take effect or be binding until the expiration of one hundred twenty (120) days following service by Board upon the Industrial Board and the Trustee of written notice of such default or non-compliance by Lessee, and then only if during such one hundred twenty (120) day period the Industrial Board and the Trustee fail to satisfactorily remedy or cure such default or non-compliance, or fail to commence assertion of the rights of assignment, possession, appointment of a receiver, or foreclosure, as herein provided in the Sale Agreement, Indenture or Mortgage, and to thereafter diligently pursue the exercise of such rights within a reasonable period of time. Written notice of such election by the Industrial Board or the Trustee shall be served upon Board prior to the expiration of said one hundred twenty (120) day period for such election to be binding upon Board.

In the event the Industrial Board or the Trustee should acquire this lease, in accordance with the provisions of this Section, as a result of the exercise of rights under the Sale Agreement, Indenture or Mortgage, and should the Industrial Board or the Trustee fail to occupy said facility, such failure to occupy shall not constitute a default within the meaning of

Section 12 of the LEASE GENERAL CONDITIONS, entitled "Default", but Board shall have the right, at its election, to occupy the premises for such term as it may desire, but not to extend beyond the date on which the lease may be sold, assigned or transferred, as aforesaid, with the net proceeds derived from such operation, after deducting all costs of operation, including Board's costs and reasonable compensation to Board, being paid to the Industrial Board or the Trustee to apply against the payment of the Bonds. Nothing herein contained shall obligate the Board to assume operation of said facility and no such assumption of operation shall obligate Board to perform the terms, covenants and conditions of the Sale Agreement, Indenture or Mortgage.

Board agrees that the performance by the Industrial Board or Trustee of Lessee's obligations hereunder shall satisfy such obligations. Board agrees to furnish Lessee, the Industrial Board and the Trustee its prompt written acknowledgment of the curing by Lessee or by the Industrial Board or the Trustee of any default under this lease.

Board agrees that any and all notices required to be served by it upon Lessee pursuant to the terms of this lease shall be simultaneously served upon the Industrial Board and the Trustee. Board further hereby grants to and in favor of the Industrial Board and the Trustee a subordination and waiver of its landlord's lien to the extent, but only to the extent that same may apply to and affect all buildings, machinery, equipment and other movables purchased for and installed in the said premises and all storage charges or subrentals which may be accruing and unpaid on any default of Lessee under this Lease.

8. Destruction of Premises

In the event of the substantial loss, destruction or damage, by fire or other casualty, of the buildings, structures or improvements placed upon the leased premises by Lessee, rendering same incapable of use by Lessee for the purposes of this lease, Lessee shall have the option of repairing or replacing the same, at its cost, risk and expense, or of terminating and cancelling

this lease, provided, however, that Lessee may not exercise the right herein conferred upon it to terminate or cancel this lease, unless and until the Industrial Board and the Trustee on behalf of the holders of the Bonds evidence their consent and agreement thereto, to Board, in writing, and to the termination, cancellation and erasure from the public records of the Sale Agreement, Indenture and Mortgage. Should such consent and agreement be withheld, then Lessee shall, immediately and at its sole cost, risk and expense, commence to repair or replace such destroyed or damaged structures or improvements and carry such repairs and replacements through the conclusion without unnecessary or unreasonable delay, so as to restore same to their original good condition.

If Lessee exercises its option to terminate and cancel this lease, as aforesaid, then Lessee, at its sole cost, risk and expense, shall remove from the leased premises such destroyed or damaged buildings, structures and improvements, and the debris therefrom, to the ground, as well as any brick or concrete footings required by Board to be removed, so as to leave the area unobstructed and in a reasonably safe and sightly condition. Any other buildings, structures or improvements, or parts thereof, on the leased premises shall likewise be removed by Lessee unless Board elects to require said building, structures or improvements to remain on the leased premises, in which event such buildings, structures and improvements shall, upon the date of such election, become the property of Board, free of any lien or encumbrance thereon placed or suffered by Lessee, without any reimbursement being due to Lessee therefor.

If Lessee exercises its option to terminate and cancel this lease, as aforesaid, this lease shall nevertheless continue for such time as is reasonably necessary for Lessee to complete all work of removing buildings, structures, improvements, footings and debris and to restore the premises, as required by this

Section and by Section 14 of the LEASE GENERAL CONDITIONS, entitled "Termination of Lease," and if Lessee fails to complete such removal and restore the premises, as aforesaid, within such reasonable time, Board shall have the right to exercise the options provided in Section 14 of the LEASE GENERAL CONDITIONS, entitled "Termination of Lease," including the assessment of liquidated damages.

9. Ownership

During the term of this lease, Lessee shall be the owner of all of the buildings, structures and improvements placed by Lessee upon the leased premises. Upon termination of this lease, Board shall obtain ownership of all of the buildings, structures and improvements placed by Lessee upon the leased premises, without any obligation being imposed upon Board to pay the value thereof, and all of Lessee's right, title and interest in the same shall thereupon vest in Board, free and clear of any and all mortgages, liens or encumbrances, and without the necessity of the execution by Lessee of any deed translatiive of title in this respect. The provisions of Section 14 of the LEASE GENERAL CONDITIONS, entitled "Termination of Lease," notwithstanding, Lessee shall not be permitted nor required to remove said buildings, structures and improvements from the leased premises upon termination of this lease, unless the provisions of Section 8 hereinabove, entitled "Destruction of Premises," are applicable.

10. Addresses of Parties

Lessor: Board of Commissioners of the Port of New Orleans
P.O. Box 60046
New Orleans, Louisiana 70160

Attention: Port Director

Lessee: New Orleans Cold Storage & Warehouse Company, Ltd.
124 Airline Highway
Metairie, Louisiana 70001

Attention: President

11. Condemnation

Anything herein or in LEASE GENERAL CONDITIONS to the contrary notwithstanding, in the event of condemnation or of the taking of the use of any part of the leased premises, Lessee shall not be entitled to terminate this lease so long as the Sale Agreement or Mortgage are in full force and effect and Lessee shall be required to apply the proceeds of any condemnation award in the manner provided in the Sale Agreement.

* * * * *

TO THESE PRESENTS NOW COMES AND INTERVENES:

a surety company duly authorized to do and doing business in the State of Louisiana, and which binds and obligates itself jointly, severally, and in solido with New Orleans Cold Storage & Warehouse Company, Ltd., Lessee herein, to and in favor of Board of Commissioners of the Port of New Orleans, Lessor herein, in the sum of Fifty Thousand Dollars (\$50,000.00), for the faithful performance by said Lessee of all of the obligations assumed by, or imposed upon, said Lessee by this lease, including, without limiting the generality of the foregoing, the payment of the rent required hereunder. The condition of this bond is such that if said Lessee shall perform and abide by all of the obligations assumed by, or imposed upon, said Lessee by this lease, this obligation shall be null and void and of no effect; otherwise, it shall remain in full force and effect. Said surety company hereby agrees that it shall give no less than thirty (30) days advance written notice to Board of Commissioners of the Port of New Orleans and to Lessee in the event of cancellation or termination of this bond.

* * * * *

BOARD OF COMMISSIONERS
OF THE
PORT OF NEW ORLEANS

LEASE GENERAL CONDITIONS

1. Peaceable Possession

Board binds itself to cause Lessee to be maintained in peaceable possession of the above described premises during the continuance of this lease. Should Lessee be disturbed by any person or persons pretending to have a right to the leased premises, or should Lessee be cited to appear before a court of justice having jurisdiction of the area in which the leased premises are located to answer to the complaint of any person or persons claiming the whole or any part of said leased premises, Lessee shall call upon Board to defend it against such claims, and Board hereby obligates itself to defend any such action at its cost, provided, that this Section shall not apply to disturbances by trespassers.

2. Limitation of Operations

A consideration for the lease of the herein described property is that the operations conducted thereover shall contribute to the domestic or foreign waterborne commerce of the Port of New Orleans. Lessee agrees that in the event the use of these premises is changed from the herein designated purposes, Board shall have the right to cancel this lease on thirty (30) days written notice to Lessee.

3. Condition of Premises

It is hereby understood that the premises hereinabove described and herein leased by Board to Lessee shall be taken by Lessee in their present condition, without any obligation on Board to make any changes or improvements therein, or to do construction of any kind thereon in connection with access, utilities or otherwise.

Lessee, from the time of its occupancy and until the premises are vacated by Lessee, shall assume sole responsibility for the condition of the leased premises, as well as of any buildings and other improvements which may be constructed or placed on the premises during the term hereof.

4. Costs, Risks and Expenses

Lessee shall pay all costs and assume all risks in doing work, or carrying on operations, now or hereafter permitted or required under the terms and conditions of this lease, except as may be otherwise specifically designated in this lease or in written instructions given or agreements made by proper authority under the terms and conditions of this lease; and Lessee shall pay all costs, reasonable attorneys' fees and other expenses incurred by Board in enforcing the covenants of this lease, should Lessee be found in violation thereof.

Lessee agrees that the application for, and installation of any water, gas, sewerage and drainage lines, electric power cables and telephone cables shall be made by Lessee, and at no cost, risk or expense to Board. The metering of all such utilities shall be in the name of Lessee and all bills rendered for the consumption of said utilities shall be in the name of and shall be payable by Lessee. Lessee agrees that Board shall be under no obligation either for the cost of installation, maintenance or removal, or for the bills for consumption of any utilities at the leased premises.

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Page One
(Rev. 6/78)

New Orleans Cold Storage & Warehouse Company, Ltd.

10.00 Acres IH-NC -- Page 13

5. Construction

Lessee may make, or cause to be made, on the herein leased premises, such constructions or improvements as may be necessary or appropriate for the carrying on of its business; provided, that no such work on said leased premises, including work in connection with dredging, filling, roadway, rail or utilities access, shall be undertaken without Lessee's first having submitted the plans and specifications therefor to, and securing the written approval of, Board.

6. Insurance

(i) Lessee shall procure and maintain, at Lessee's sole cost and expense, Comprehensive General Liability Insurance, with limit of liability of not less than One Million Dollars (\$1,000,000), for all injuries or deaths resulting to any one person or from any one occurrence. The limit of liability for property damage shall be not less than One Million Dollars (\$1,000,000), for each occurrence and aggregate. Coverage under such insurance shall also include insurance of any Explosion, Collapse and Underground Property Damage Hazards. Said insurance shall include the "broad form contractual endorsement." Where Lessee's operations include the use of watercraft, the watercraft exclusion in the Comprehensive General Liability Policy shall be eliminated or Protection and Indemnity Insurance shall be provided with the same limits as the Comprehensive General Liability Insurance.

(ii) Lessee shall procure and maintain, at Lessee's sole cost and expense, Comprehensive Motor Vehicle Liability Insurance, which shall include hired car and non-ownership coverage, with limit of liability of not less than One Million Dollars (\$1,000,000), for all injuries or deaths resulting to any one person or from any one occurrence. The limit of liability for property damage shall be not less than One Million Dollars (\$1,000,000), for each occurrence and aggregate.

(iii) Lessee shall procure and maintain, at Lessee's sole cost and expense, Standard Workmen's Compensation Insurance, as will protect it from claims under the Louisiana Workmen's Compensation Act, as well as under the Federal Longshoremen's and Harbor Worker's Compensation Act, if applicable. The limit of liability under the Employer's Liability section of the Workmen's Compensation Insurance Policy shall be not less than Five Hundred Thousand Dollars (\$500,000). Whenever applicable, protection shall also be provided for liability under the Jones Act and under general maritime law, in an amount of not less than Five Hundred Thousand Dollars (\$500,000).

(iv) All of the insurance policies required under subparagraphs (i) through (iii) above, as well as any insurance carried by Lessee, or those holding under or through Lessee, for the protection of its or their property on the leased premises, shall provide that the insurers waive their rights of subrogation against Board and Lessee and their respective officers, servants, agents or employees. Lessee further agrees to waive and agrees to have its insurers waive any rights of subrogation (whether by loan receipts, equitable assignment or otherwise), with respect to deductibles under such policies and with respect to damage to equipment, including the loss thereof, whether insured or not. All such policies shall also provide for thirty (30) days notice of cancellation or material change to be sent to Board at its offices in the International Trade Mart, Post Office Box 60046, New Orleans, Louisiana 70160. All such policies shall be written in insurance companies legally authorized and licensed to do business in the State of Louisiana and acceptable to Board (Best's rating "X" or better). Lessee shall furnish Board, on forms supplied by Board, certificates evidencing that it has procured the insurance required herein, prior to occupancy of the premises by Lessee. Nothing herein contained shall prevent Lessee or Board from placing and maintaining at their respective cost and expense, additional or other insurance as may be desired.

LGC

Page Two
(Rev. 3/78)

New Orleans Cold Storage & Warehouse Company, Ltd.

10.00 Acres IH-NC -- Page 14

7. Inspection

In order that Board may carry out the obligations imposed upon it by law, by this agreement, or otherwise, and to ascertain whether or not Lessee's covenants herein are being observed, Lessee agrees that Board shall have the right at all reasonable times to enter upon and to inspect the herein leased premises.

8. Levees

In order that the Board of Levee Commissioners of the Orleans Levee District may carry out its obligations to construct and maintain levees (where such levees exist on the herein leased property), Lessee agrees that said Board of Levee Commissioners of the Orleans Levee District shall have the right at all times to enter upon the herein leased premises for the purpose of inspecting, improving, repairing, maintaining and constructing levees in such manner as said Board of Levee Commissioners of the Orleans Levee District may deem necessary in order to carry out the obligations imposed upon it by law, and Lessee agrees that Lessee's use of said premises shall conform thereto, subject, however to the provisions of the Section of this lease entitled "Condemnation".

9. Parking

Lessee obligates itself to provide and to supervise, at its expense, such vehicular parking areas within the leased premises as may be necessary for the conduct of all operations on the leased premises. (Unless otherwise provided, this obligation is not applicable for leases of property at the Public Commodity Warehouse or at Foreign-Trade Zone No. 2.)

10. Watchman Service

Lessee shall furnish all watchman service which it may desire, at Lessee's own cost, risk and expense.

11. Access

Lessee shall be responsible for constructing and maintaining access from the adjacent roadway to the leased premises, as shown on the said lease drawing annexed hereto, at Lessee's own cost, risk and expense.

12. Default

If any one or more of the following events (hereinafter sometimes referred to as "Events of Default") should occur, namely:

- (a) If Lessee shall fail duly and punctually to pay the rental or to make any other payment required hereunder when due to Board, and if such failure shall continue for a period of thirty (30) days after written notice thereof has been given to Lessee by Board;
- (b) If Lessee shall be adjudged a bankrupt or insolvent by any court of competent jurisdiction, or if a voluntary petition in bankruptcy or petition for reorganization or arrangement shall be filed by Lessee, or if a receiver of the property of Lessee shall be appointed;
- (c) If the interest of Lessee under this agreement shall transfer or pass to or devolve upon any other person, firm or corporation, by operation of law or otherwise, without the written consent and approval of Board, except to a subsidiary or successor company;
- (d) If Lessee becomes a corporation or other entity in dissolution or liquidation, whether voluntary or as the result of any act or omission, or by operation of law or the order or decree of any court having jurisdiction or for any other reason whatsoever, and the exceptions of (c) above have not become operative;

- (e) If, by or pursuant to or under authority of any legislative act, resolution or rule or any order or decree of any court or governmental board, agency or office, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of Lessee;
- (f) If Lessee shall voluntarily abandon, desert or vacate the leased premises or discontinue its operations at the said premises;
- (g) If Lessee breaches or defaults in respect of any of the other covenants, conditions or agreements herein contained and on its part to be performed and fails for a period of thirty (30) days after receipt of written notice thereof to remedy such default, or, if remedying such default would reasonably require longer than thirty (30) days, fails to commence to remedy and to thereafter proceed with all reasonable diligence to the remedying of such default;

then, upon the occurrence of such Event of Default, the rent, at the rate then in effect, for the remaining term of this lease shall at once become due and exigible, without putting Lessee in default, and Board shall have the option (1) to demand the rent for the whole term, (2) to proceed for past due installments only, Board reserving the right to proceed later for the remaining installments, or (3) to cancel this lease. In all cases Lessee shall remain responsible for all damages or losses suffered by Board as a consequence of Lessee's breach in the performance of its obligations hereunder. In addition to exercising the rights or remedies hereinabove provided in this Section, upon the occurrence of Event of Default designated (f) above (i.e. abandonment or discontinuance of operations), whether alone or in conjunction with other Events of Default, Board may take possession of the premises as Lessee's agent, without terminating this lease, and at Board's option re-let the premises at the best price obtainable by reasonable effort, consistent with the public purposes of Board, and for any term Board deems proper, Lessee to remain liable to Board for the deficiency, if any, between Lessee's rent and other obligations hereunder and the price obtained by Board on re-letting. Failure strictly and promptly to enforce these conditions shall not operate as a waiver of Board's rights.

13. Waiver

Any waiver at any time of a breach or default of any of the conditions of this agreement shall extend only to the particular breach or default so waived, and shall in no way impair or affect the continued existence of such conditions nor deprive either party of its remedies arising out of any other breach or default hereunder, whether prior or subsequent.

14. Termination of Lease

Upon termination of this lease by cancellation or expiration, or for any other reason whatsoever, Lessee shall immediately yield up possession of the premises to Board. In case of failure or refusal of Lessee to yield up the premises as aforesaid, Lessee shall pay as liquidated damages for the whole time such possession is withheld, double the proportionate amount of rent herein specified. This provision shall not constitute a waiver by Board of any remedies now or hereafter given to Board by the laws of Louisiana.

Upon such termination, Lessee shall have the right and Lessee may be required by Board to remove any and all facilities, buildings or structures placed by Lessee or Lessee's agents on the leased premises, and Lessee shall restore the premises to as good condition as at the commencement of this lease, ordinary wear and tear excepted. In any event, Lessee shall remove all trash, stocks of materials, supplies, tools, etc., from the leased premises, and from the adjacent areas of responsibility of Lessee.

If the facilities, buildings or structures which are required by Board to be removed from the leased premises, and all trash, stocks of materials, supplies, tools, etc., shall not have been removed by Lessee prior to the date of termination of this lease, and the premises restored as aforesaid, it will be optional with Board either to collect double the proportionate amount of rent as liquidated damages until the said facilities, buildings, structures, trash, stocks of materials, supplies, tools, etc., have been removed and the premises restored, as aforesaid, by Lessee; or to remove the same and restore the premises at Lessee's cost, risk and expense, the double rental to continue until ultimate removal thereof and completion of restoration; or to retain such property of Lessee, or any part thereof, which remains on the leased premises, without payment or reimbursement to Lessee, unless other arrangements have been made in writing between Board and Lessee with regard to the removal thereof.

15. Rights of Way

Board agrees to grant to Lessee, or to appropriate public utility companies if requested by Lessee, rights of way to be located so as to give said utilities as convenient access to the premises herein leased as is practicable, without unreasonable interference with the use by Board or Board's other tenants of its or their property; provided that the location of such utilities, insofar as they cross or otherwise affect any of Board's property within or outside of the leased premises, shall be approved in writing in advance by Board; provided that such rights of way for utilities shall be granted by Board only for the duration of the term of this lease or any extensions thereof; and provided further that Lessee shall assume all risks, costs or other obligations imposed by said utility companies as a condition of such installations.

It is expressly understood that Board reserves the right to install, or to permit the installation, including the right to grant rights of way to others, of utility services over, across, through or under the leased premises, provided that such installation shall not unreasonably interfere with Lessee's use of the premises as herein contemplated.

16. Taxes

If by reason of this lease, or if by reason of the use of Board's premises by Lessee as provided hereunder, ad valorem or other taxes should accrue against the land or any improvements on the leased premises, then Lessee shall pay any and all such taxes prior to the same becoming delinquent.

17. Liens

Lessee shall not permit any lien or privilege to remain of record when filed by any person or company for claims arising in connection with any work or undertaking by Lessee or Lessee's agents on the leased premises, and Lessee agrees to discharge or cause to be discharged any such lien promptly; and, if in default therein for thirty (30) days after written notice thereof from Board, Lessee shall pay to Board as additional rent any amount or amounts paid by Board in causing the removal of such lien, including reasonable attorneys' fees and expenses. Nothing herein contained, however, shall require Board to discharge such lien except in its own discretion.

18. Public Belt Railroad Commission

Lessee hereby takes cognizance of those certain contracts for railroad services on the Inner Harbor-Navigation Canal and on the Mississippi River-Gulf Outlet, by and between the Board of Commissioners of the Port of New Orleans (Lessor), and the City of New Orleans, by and through the Public Belt Railroad Commission for the City of New Orleans, entered into, respectively, on August 18, 1913, and March 14, 1957, by which contracts, among other things, the said Public Belt Railroad

Commission was granted the exclusive right to do all the switching and like service to, from and for the lessees and occupants of the properties of the Board of Commissioners of the Port of New Orleans adjacent to and in connection with said waterways.

Lessee shall be responsible for making its own arrangements for switching service directly with the said Public Belt Railroad Commission under a conventional switch track agreement, and to pay all costs incurred or imposed for obtaining such switching service and providing and maintaining any switch track facilities.

19. Assignment and Subletting

Lessee shall not assign this lease in whole or in part, nor sublet the premises or any portion thereof to anyone, without in each case the written consent in advance, of Board, and shall not permit any transfer by operation of law, of any or all of Lessee's interest in said premises acquired through or by this lease. Nothing herein contained shall be construed as requiring the consent of Board to any assignment from time to time of the within lease to a wholly-owned subsidiary of Lessee, or to any corporate successor of Lessee; provided, however, that in the event of such assignment, Lessee shall continue to remain liable for all of its obligations under this lease unless Board shall give its written consent to the release of Lessee. Lessee, in case of assignment or sublease under permission of Board, shall remain at all times primarily liable for the prompt payment of all rent or other amounts due from Lessee under the terms hereof and for the prompt performance of all covenants on Lessee's part herein agreed to be performed.

When Lessee contemplates a sublease, in whole or in part, of the herein leased premises, Lessee obligates itself to secure from Board a property survey and description, with prints of drawings of the area to be subleased, which shall be annexed to the agreement of sublease as exhibits thereto, and Lessee shall pay to Board, in addition to the rent and other charges as herein provided, the minimum sum of One Hundred Dollars (\$100) for costs and expenses, which amount shall be applicable to each and every sublease submitted by Lessee to Board. In the event Board's actual costs and expenses, including indirect costs and overhead, for the preparation of such property survey and description shall exceed such minimum sum, then Lessee shall pay to Board the sum equivalent to actual costs and expenses.

It is understood and agreed by Lessee that it is a condition of this lease that the rights granted herein by Board to Lessee may not be made the subject of sale or transfer for profit and that, accordingly, if at any time during the term of this lease or any renewal thereof, Lessee seeks to assign same or to sublease the leased premises (other than the assignment or sublease to a wholly-owned subsidiary or corporate successor of Lessee), either in whole or in part, then Board, as a condition for granting or withholding its consent thereto, may require that the rent payable under the lease by Lessee to Board be adjusted and restated so that the rent payable to Board for the premises or that portion of the premises which is to be affected, shall be at the rental rate then established by Board for properties of the same type that are owned by Board located on the Inner Harbor-Navigation Canal. When any assignment or sublease is proposed by Lessee for approval by Board, the purchase price and/or the rent proposed to be paid for the improvements owned by Lessee shall be stated separately in such proposed agreement from the purchase price or the rent proposed to be paid for the leasehold rights affecting the land and improvements owned by Board. Board shall have the right to demand that no profit be made by Lessee from the latter.

20. Laws, Rules and Regulations

Lessee shall not at any time during the term hereof use or allow the use of the leased premises for any purpose or use in violation of the laws, regulations or ordinances of the United States of America, of the State of Louisiana, or of the City of New Orleans, or of Board, whether such laws, regulations or ordinances now exist, or shall be enacted or issued during the term of this lease.

Lessee agrees to observe all laws and ordinances applicable to the installation, maintenance and removal of any improvements, machinery or other equipment, on the leased premises (including access or utility connections thereto) and to take appropriate safeguards to prevent loss, damage or injury to the leased premises or to any adjacent properties as a result of such installation, maintenance or removal of such improvements, machinery or equipment.

LGC

Page Six
(Rev. 6/78)

Lessee shall keep the leased premises, including the utility reservation and access area fronting or serving same, and other areas as may be indicated on the attached lease drawing, in a safe, clean and wholesome condition and in full compliance with local ordinances and all other laws and governmental regulations affecting the said premises, and shall remove promptly at Lessee's cost any rubbish or waste material of any character whatsoever which may accumulate thereon. Any oil, sludge, residue, or other materials to be disposed of in connection with Lessee's operations shall not be discharged into the Inner Harbor-Navigation Canal, the Mississippi River-Gulf Outlet, their slips, connecting waterways or drains, nor shall any material, debris, or objects of any kind be thrown or otherwise allowed to be deposited into said waterways.

Board shall at all times be free to make and enforce any reasonable and uniform rules, regulations or ordinances which it deems necessary or appropriate with regard to the property under its administration, of which the leased premises form a part, provided that such rules, regulations or ordinances shall not be arbitrary or discriminatory against Lessee.

Lessee agrees to demand adherence to all of the above-mentioned laws, ordinances, rules and regulations both with reference to employees of Lessee and with reference to all other persons entering the premises who derive their right to be thereon from Lessee.

21. Indemnity

Lessee shall protect, defend, indemnify and keep and save forever harmless Board from and against any and all loss, cost, claims, charges, expenses, penalties, damages, fines, suits, demands and actions of any kind and nature whatsoever growing out of, in connection with, or by reason of any and all of Lessee's operations and the operations of those holding under or through Lessee on the leased premises, including such as may be imposed for the violation of any law of the United States, or of the State of Louisiana, or of any ordinance of the City of New Orleans or of Board or of any regulation of any governmental agency (federal, state or local), and including any and all liability under Employers' Liability or Workmen's Compensation Acts (federal or state), not directly and solely caused by any active fault or negligence of Board, its employees or agents.

Lessee shall further protect, defend, indemnify and keep and save forever harmless Board from and against any and all loss, cost, claims, charges, expenses, penalties, damages, fines, suits, demands and actions of any kind and nature whatsoever arising out of or in connection with any accident or other occurrence causing injury to any person (fatal or otherwise) or damage to property, directly or indirectly due to the use or occupancy of the leased premises during the term of this lease or in Lessee's performance of its obligations hereunder, not directly and solely caused by any active fault or negligence of Board, its employees or agents.

When in the course of fulfilling its obligations under this Section, Lessee must engage attorneys, Lessee shall obtain the prior written consent of Board to the attorneys to be engaged, and such consent shall not be unreasonably withheld.

22. Condemnation

If the whole of the leased premises shall be lawfully taken by condemnation or in any other manner for any public use or purpose, this lease shall terminate as of the date of vesting of title on such taking (which is the date hereinafter referred to as the date of the taking), and the rent shall be apportioned as of such date.

If any part of the leased premises shall be so taken, this lease shall be and remain unaffected by such taking, except that Lessee may elect to terminate this lease in the event of such partial taking if the remaining area of the leased premises is not reasonably sufficient for Lessee to continue the operation of its business. In such case, Lessee shall give prompt written notice to Board of such election and this lease shall terminate on the date of service of Lessee's notice, and the rent shall be apportioned as of such date. Upon such partial taking and this lease continuing in force as to any remaining part of the leased premises, the rent shall be apportioned.

If the temporary use or occupancy of the entire leased premises shall be lawfully taken for a period in excess of thirty (30) days by condemnation or in any other manner for any public use or purpose, this lease shall terminate as of the date of such taking, and the rent shall be apportioned as of such date, unless Lessee shall elect to continue the lease, subject to abatement of the rent during the period of such temporary use or occupancy.

If any part of the leased premises shall be so temporarily taken, this lease shall be and remain unaffected by such taking, except that Lessee may elect to terminate this lease in such event if the remaining area of the leased premises is not reasonably sufficient for Lessee to continue the operation of its business. In such case, Lessee shall give prompt written notice to Board of such election and this lease shall terminate on the date of service of Lessee's notice, and the rent shall be apportioned as of such date. Upon such temporary partial taking and this lease continuing in force as to any remaining part of the leased premises, the rent shall be apportioned.

In the event of termination of this lease due to a lawful taking either in whole or in part, Lessee shall be relieved of its obligations as specified under the Section of this lease entitled "Termination of Lease," except as pertains to yielding up the premises and the right to elect to remove any and all of Lessee's facilities, buildings and structures.

Board shall be entitled to receive the entire award in any proceeding with respect to any taking provided for in this Section without deduction therefrom for any leasehold rights vested in Lessee by this agreement, and Lessee shall receive no part of such award, except that Lessee shall be entitled to appear, claim, prove and receive in the proceedings relating to any taking mentioned in this Section an award made representing the value of the alterations, installations and improvements made by or for the account of and owned by Lessee on the leased premises, including, without limitation, fixtures, machinery or equipment installed and owned by Lessee on the leased premises, as well as any damages to which Lessee may be entitled by law.

23. Performance Bond

When a performance bond forms part of this lease, said performance bond shall be furnished throughout the life of this lease, or any renewal or extension thereof, and all premiums for same shall be paid by Lessee. Lessee agrees that in the event of cancellation or termination of said bond, a new bond effecting the same guarantees to Board shall be furnished by Lessee to Board prior to the effective date of such termination or cancellation.

In lieu of a performance bond, Lessee may provide a letter of credit from a suitable banking institution, approved by Board, which shall effect the same guarantees to Board as said performance bond.

24. Notice

Wherever in the provisions of this agreement notice is required to be given by either party hereto, it shall not be construed to mean personal service, but it shall mean notice in writing, addressed to the party to receive such notice at the address herein designated, or as may be designated by the respective parties from time to time by notice given pursuant to this Section, and sent by Registered or Certified United States Mail.

25. Joint Venture Denied

Nothing in this agreement shall be construed to create or constitute a partnership, joint venture or agency relationship between Lessee and Board, the existence of any such relationship being hereby expressly denied.

26. Headings

The lease heading and all section headings are for quick reference and convenience only and do not alter, amend, explain or otherwise affect the terms and conditions appearing in this agreement.

27. Louisiana Contract

This is a Louisiana contract and shall be governed, interpreted and enforced in accordance with the laws of the State of Louisiana.

THUS DONE AND SIGNED in quadruplicate original copies, in the City of New Orleans, State of Louisiana, as of the day, month and year first hereinabove written, in the presence of the subscribing witnesses.

WITNESSES:

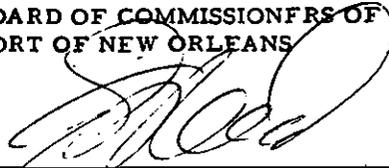
Evelyn C. Dillon

Marjorie S. Coughle

Evelyn C. Dillon

Marjorie S. Coughle

BOARD OF COMMISSIONERS OF THE
PORT OF NEW ORLEANS



Edward S. Reed, Executive Port Director
and General Manager

NEW ORLEANS COLD STORAGE AND
WAREHOUSE COMPANY LTD.



Philip G. Kuehn, President

SURETY:

By:

Attorney in Fact

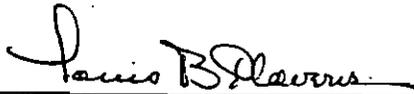
Countersigned:

By:

Louisiana Resident Agent

Approved As To Form

February 15, 1979



General Counsel
Board of Commissioners for the
Port of New Orleans

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared:
EDWARD S. REED, known to me to be the identical person who executed the
above and foregoing Lease Agreement by and between BOARD OF COMMISSIONERS
OF THE PORT OF NEW ORLEANS and NEW ORLEANS COLD STORAGE AND
WAREHOUSE COMPANY, LTD., dated the 8th day of June, 1978, and known to
me to be the EXECUTIVE PORT DIRECTOR AND GENERAL MANAGER OF
BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS, who declared
and acknowledged to me, Notary, that, as he was duly authorized to do, he
executed the same for the purposes and consideration therein expressed, in the
capacity therein stated, and as the act and deed of BOARD OF COMMISSIONERS
OF THE PORT OF NEW ORLEANS.

IN TESTIMONY WHEREOF, said appearer has executed this acknowledgment in
the presence of the undersigned competent witnesses and me, Notary, on this
8th day of June, 1978.

WITNESSES:

Evelyn C. Dillon

Maïjrie S. Couper

Edward S. Reed
Appearer

Joe H. Hamner, Jr.
Notary Public

JOE H. HAMNER, JR.
NOTARY PUBLIC
Parish of Orleans, State of La.
My commission is issued for life.

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority personally came and appeared:

PHILIP G. KUEHN, known to me to be the identical person who executed the above and foregoing Lease Agreement by and between BOARD OF COMMISSIONERS OF THE PORT OF NEW ORLEANS and NEW ORLEANS COLD STORAGE AND WAREHOUSE COMPANY LTD., dated the 8th day of June, 1978, and known to me to be the PRESIDENT of NEW ORLEANS COLD STORAGE AND WAREHOUSE COMPANY, LTD., who declared and acknowledged to me, Notary, that, as he was duly authorized to do, he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of NEW ORLEANS COLD STORAGE AND WAREHOUSE COMPANY, LTD.

IN TESTIMONY WHEREOF, said appearer has executed this acknowledgment in the presence of the undersigned competent witnesses and me, Notary, on this 8th day of June, 1978.

WITNESSES:

Evelyn C. Nelson Philip G. Kuehn
Apparer

Marjorie S. Coeple Joe H. Hamner, Jr.
Notary Public

JOE H. HAMNER, JR.
NOTARY PUBLIC
Parish of Orleans, State of La.
My commission is issued for life.

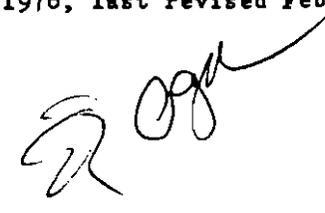
EXHIBIT "A"NEW ORLEANS COLD STORAGE & WAREHOUSE CO., LTD.

Lease site consisting of ten (10) acres located on the west side of the Inner Harbor-Navigation Canal, situated in the Third Municipal District of the City of New Orleans in Township 12 South, Range 12 East, Southeastern District of Louisiana, east of the Mississippi River, measuring and more particularly described as follows:

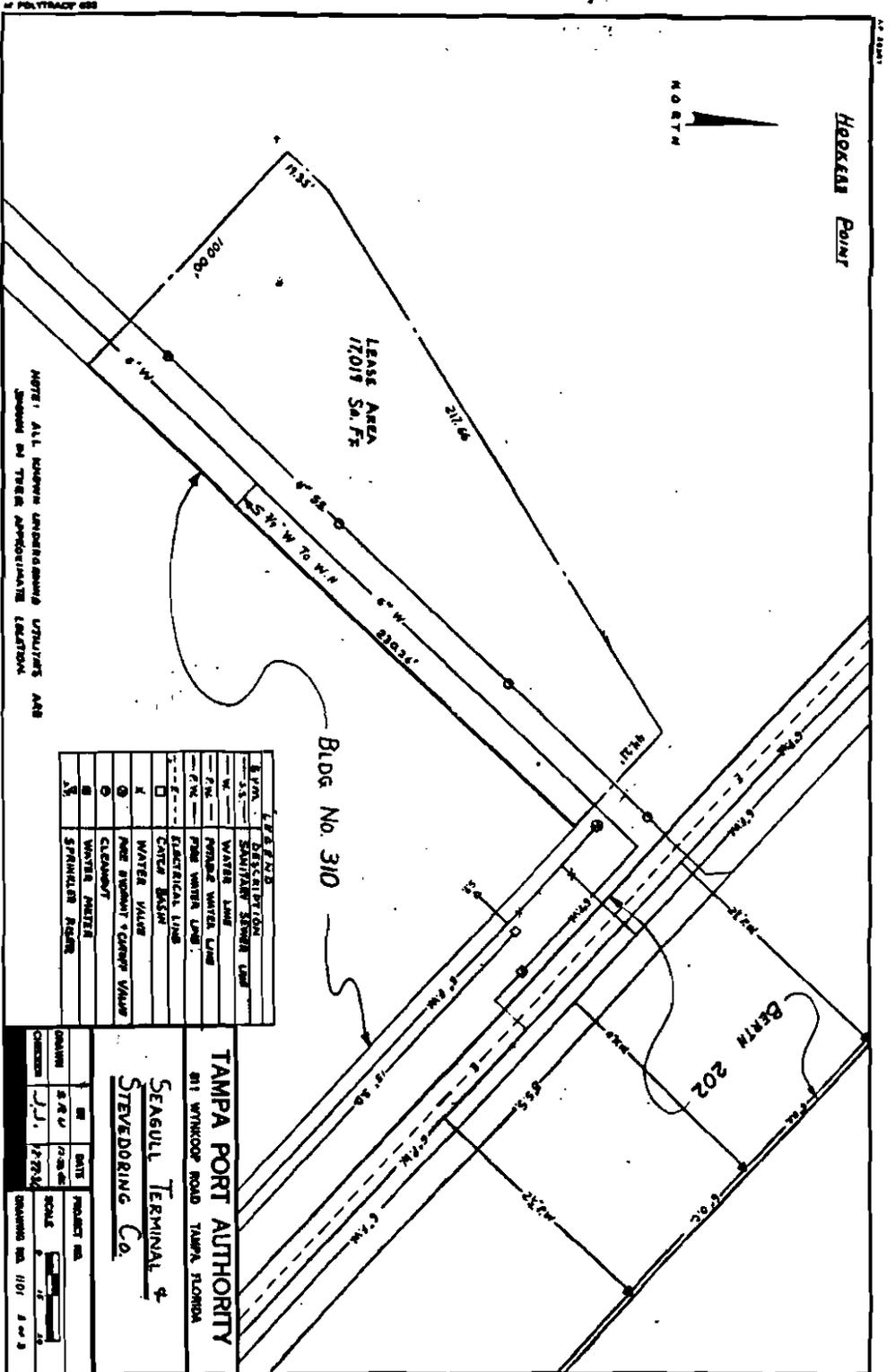
For a point of beginning, start at the intersection of the centerline of France Road Parkway with the projection of the east line of a utility servitude along the east side of Alvar Street; THENCE, in a northerly direction along said servitude line, a distance of four hundred seventy-five and fifteen hundredths (475.15) feet to a point, said point being the point of beginning as well as the southwest corner of the herein described lease site; THENCE, continuing in a northerly direction along said servitude line at an angle of seventeen degrees, forty-seven minutes and forty-seven seconds ($17^{\circ}-47'-47''$) to the left, a distance of two hundred eight and ninety-eight hundredths (208.98) feet to a point; THENCE, continuing in a northerly direction along said servitude line at an angle of zero degrees, fifty-nine minutes and thirty-nine seconds ($0^{\circ}-59'-39''$) to the left, a distance of six hundred ninety-six and twenty-five hundredths (696.25) feet to a point; THENCE, in an easterly direction at an angle of eighty-two degrees, twenty minutes and fifty-one seconds ($82^{\circ}-20'-51''$) to the right, a distance of four hundred twenty-one and twenty-seven hundredths (421.27) feet to a point, said point being forty-two and zero hundredths (42.00) feet distant from the centerline of the Orleans Levee Board concrete floodwall; THENCE, in a southerly direction along a line forty-two and zero hundredths (42.00) feet distant from and parallel to said centerline of concrete floodwall at an angle of ninety degrees, zero minutes ($90^{\circ}-00'$) to the right, a distance of eight hundred ninety-six and fifteen hundredths (896.15) feet to a point; THENCE, in a westerly direction at an angle of ninety degrees, zero minutes ($90^{\circ}-00'$) to the right, a distance of five hundred forty-nine and five hundredths (549.05) feet to the aforesaid point of beginning of the herein described lease site.

The above described lease site has an area of ten (10) acres and is shown on Board of Commissioners of the Port of New Orleans Drawing No. M-12-5790, dated May 24, 1978, last revised February 5, 1979.

FHW:af



W. H. GULL TOWNSEND &
STEVEDORING CO.



NOTE: ALL SHOWN IMPROVEMENT UTILITIES ARE SHOWN BY THEIR APPROXIMATE LOCATION.

BIDG. NO. 310

| LEGEND | |
|------------|---------------------------|
| — | DESCRIPTION |
| — S.S. — | SEWER |
| — W. — | WATER MAIN |
| — F.W. — | FORNIA WATER MAIN |
| — F.W. — | FORNIA WATER MAIN |
| — E.L. — | ELECTRICAL LINE |
| — C.W. — | CENTER WALK |
| — W.V. — | WATER VALVE |
| — P.C.V. — | FACE STOPVALT 'CAMP VALVE |
| — C. — | CLOSURE |
| — W.P. — | WATER PILE |
| — S.P. — | SPRINKLER PILE |

TAMPA PORT AUTHORITY
811 WYNDROP ROAD TAMPA, FLORIDA

SEAGULL TERMINAL &
STEVEDORING CO.

| | |
|---------|-------------------------|
| DATE | PROJECT NO. |
| 1/1/54 | 100-100 |
| CHECKED | SCALE |
| J.J. | 1" = 20' |
| 1/1/54 | DRAWING NO. 1107 3 of 3 |

10-10-87

SEAGULL TERMINAL, LEASE, SEE T.P.A. DRAWING 1001

| | | |
|-------|--------|--------|
| CS FT | AC | M.L.L. |
| AREA | 35,000 | .803 |

ACCESS ROAD TO BERTH 202

TRAILER

FENCE

BERTH 202

P.O.B
S 70° 36' 34" E
20.00'

S 87° 30' 48" E
215.03'

AREA 35,000 SQ. FT
.803 AC. M.L.L.

N 1° 25' 00" E
141.75'

S 67° 13' 43" W
138.01'

N 45° 10' 01" E
28.00'

S 55° 10' 35" E
230.00'

SEAGULL TERMINAL & STEVEDORING
CO. LEASE, SEE T.P.A. DWS. 1101

TAMPA PORT AUTHORITY

811 WYTHCOOP ROAD TAMPA, FLORIDA

SEAGULL TERMINAL &
STEVEDORING CO.

| | | |
|--------------|--------|-------------------------|
| BY | DATE | PROJECT NO. |
| DRAWN S.R.U. | 1/1/8 | |
| CHECKED J.J. | 1/1/87 | SCALE 1" = 30' |
| | | DRAWING NO. 1102 1 of 2 |

PL-10-10-87

LEGAL DESCRIPTION

Commencing at a Point of Beginning which lies 2605.07 feet South and 197.56 feet East of the N. E. Corner of Section 30, Twp. 29 South, Range 19 East, Hillsborough County, Florida.

- Running thence S 46° 50' 06" E a distance of 50.00 feet
- " S 50° 04' 15" W " 210.00 "
- " S 43° 01' 54" W " 28.90 "
- " S 64° 15' 42" W " 128.09 "
- " N 19° 25' 00" E " 191.95 "
- " S 89° 30' 46" E " 225.03 "

to the Point of Beginning, comprising 35,000 square feet 0.084 Acres more or less.

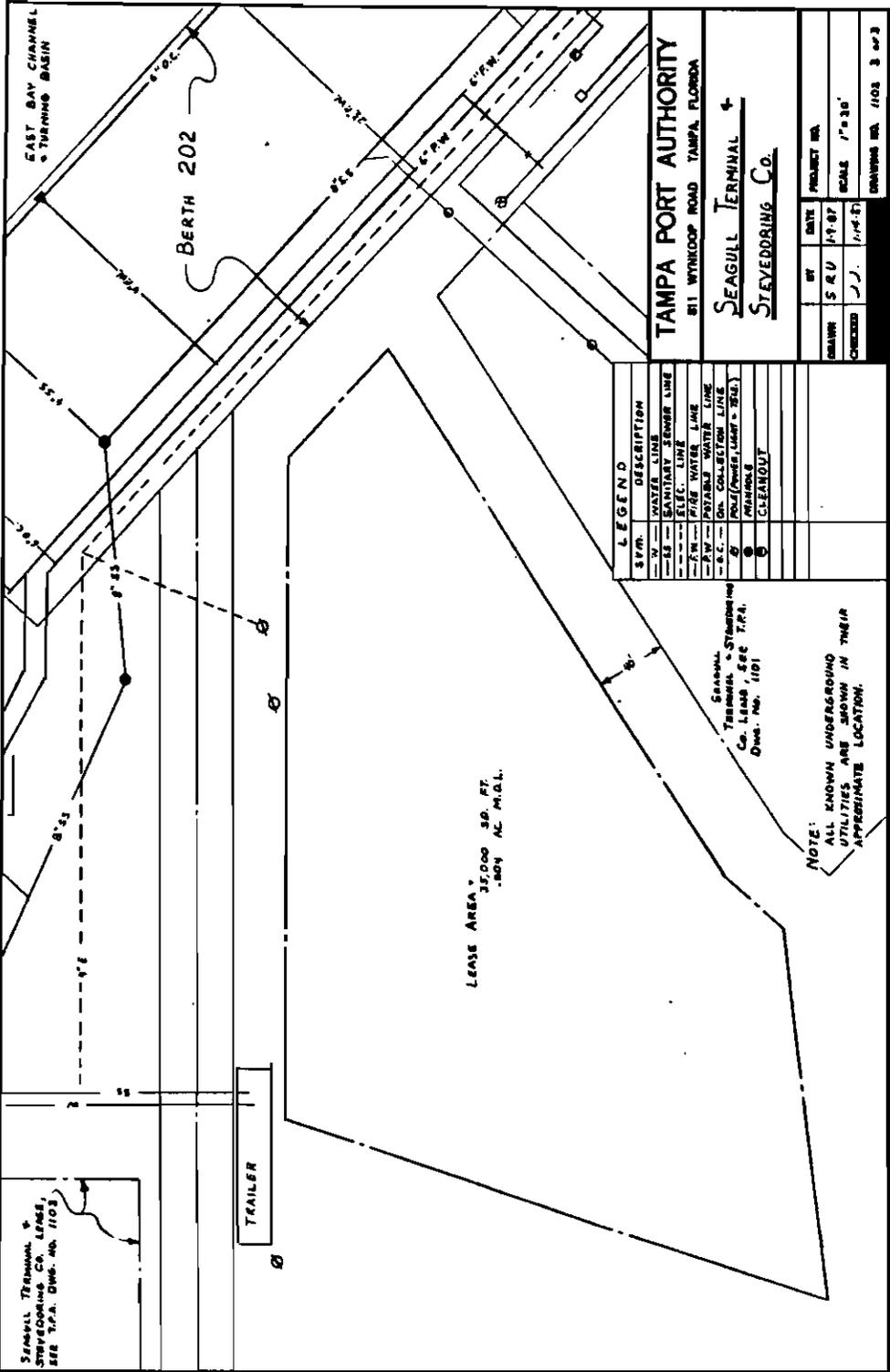
Bearings and coordinates refer to the Standard Plane Rectangular Coordinate System (Transverse Mercator) for the West Zone of Florida.

TAMPA PORT AUTHORITY

811 WYBEOOP ROAD TAMPA, FLORIDA

SEAGULL TERMINAL
STEVEDORING Co.

| | | |
|----------|-------------|-------------------------|
| BY | DATE | PROJECT NO. |
| S. R. U. | 11-9-89 | |
| CHECKED | J. J. A. S. | SCALE |
| | | DRAWING NO. 1102 2 of 3 |



SEAGULL TERMINAL &
STEVEDORING CO. LEASE,
SEE T.P.A. DWS. NO. 1103

TRAILER

BERTH 202

TAMPA PORT AUTHORITY
811 WYMKOP ROAD TAMPA, FLORIDA

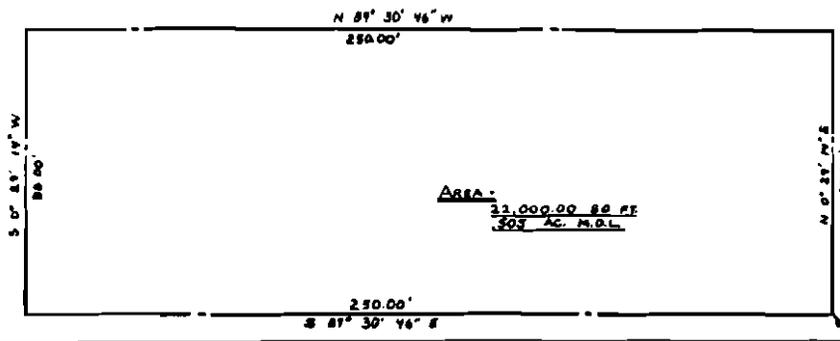
SEAGULL TERMINAL &
STEVEDORING CO.

| SYM. | DESCRIPTION |
|------|----------------------------|
| W | WATER LINE |
| SW | SANITARY SEWER LINE |
| EL | ELEC. LINE |
| FW | FIRE WATER LINE |
| PW | POTABLE WATER LINE |
| CC | DR. COLLECTION LINE |
| PO | POLE (POWER, LIGHT & SIG.) |
| MA | MANHOLE |
| CL | CLEANOUT |

NOTE:
ALL KNOWN UNDERGROUND
UTILITIES ARE SHOWN IN THEIR
APPROXIMATE LOCATION.

| BY | DATE | PROJECT NO. |
|--------|---------|-------------|
| S.R.U. | 1-7-87 | |
| J.J. | 1-14-87 | |

SCALE 1" = 30'
DRAWING NO. 1103 3 OF 3



HOOKEYS POINT



| | SQ. FT. | AC. M.D.L. |
|------|---------|------------|
| AREA | 22,000 | .503 |

ACCESS ROAD TO BERTH 202



FENCE

SEAGULL TERMINAL STEVEDORING CO. LEASE, SEE T.P.A. DWS. NO. 102

TAMPA PORT AUTHORITY
811 WYNKOOP ROAD TAMPA, FLORIDA

SEAGULL TERMINAL ←
STEVEDORING CO.

| | BY | DATE | PROJECT NO. |
|---------|-----|---------|-------------------------|
| DRAWN | SRU | 1-87 | SCALE 1"=30' |
| CHECKED | JJ | 1-14-87 | DRAWING NO. 1103 1 of 2 |

LEGAL DESCRIPTION

Commencing at a Point of Beginning which lies 2745.77 feet South and 56.26 feet West of the N. E. Corner of Section 30, Twp. 29 South, Range 19 East, Hillsborough County, Florida.

Running thence N 0° 29' 14" E a distance of 88.00 feet
" N 89° 30' 46" W " 250.00 "
" S 0° 29' 14" W " 88.00 "
" S 89° 30' 46" E " 250.00 "

to the Point of Beginning comprising 22,000 square feet 0.505 Acres more or less.

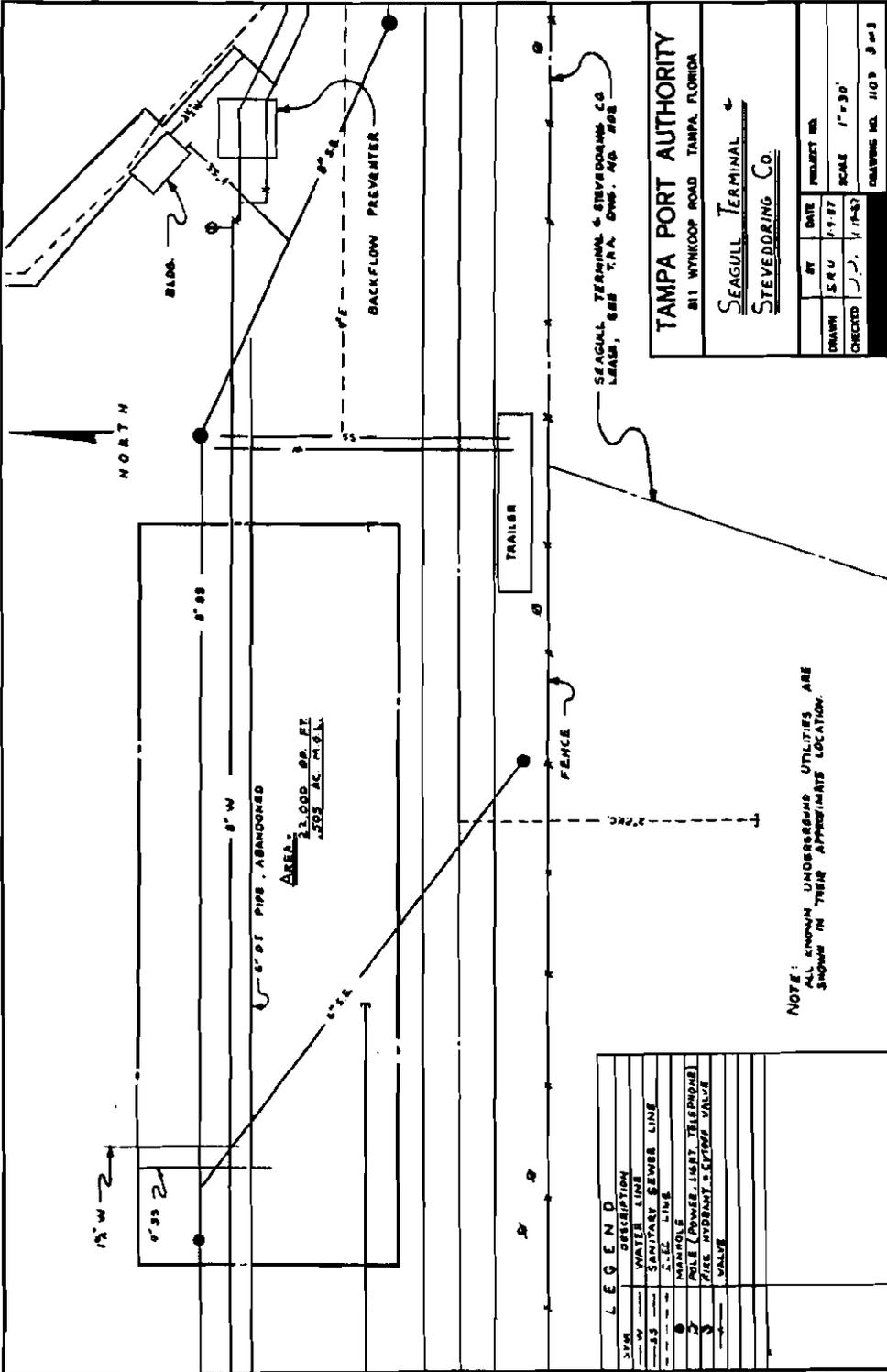
Bearings and coordinate refer to the Standard Plane Rectangular Coordinate System (Transverse Mercator) for the West Zone of Florida.

TAMPA PORT AUTHORITY

811 WYNKOOP ROAD TAMPA, FLORIDA

SEAGULL TERMINAL
STEVEDORING CO.

| | | |
|---------|--------------|-------------------------|
| BY | DATE | PROJECT NO. |
| S R D | 1-1-87 | |
| CHECKED | J. J. H. (G) | SCALE |
| | | DRAWING NO. 1103 2 of 3 |



LEGEND

| | |
|-----|--------------------------------|
| --- | DESCRIPTION |
| --- | WATER LINE |
| --- | SEWAGE LINE |
| --- | SAFETY LINE |
| --- | POLE (POWER, LIGHT, TELEPHONE) |
| --- | PIPE (HYDRANT & SERVICE VALVE) |
| --- | VALVE |

NOTE: ALL KNOWN UNDERGROUND UTILITIES ARE SHOWN IN THEIR APPROXIMATE LOCATION.

TAMPA PORT AUTHORITY
 811 WYNHOOP ROAD TAMPA, FLORIDA

SEAGULL TERMINAL & STEVEDORING CO.

| | | | |
|---------|--------|-------|--------|
| DRWN | S.A.U. | DATE | 1-1-87 |
| CHECKED | J.P. | SCALE | 1"=30' |

PLANS NO. 1103 3 of 3

