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SIXTH AMENDMENT TO LEASE AND OPERATING AGREEMENT

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OFFICE OF THE SECRETARY
FEDERAL MARITIME COMM

THIS SIXTH AMENDMENT ("Amendment") is made as of the 16 day of

December, 2002, by the between **PHILADELPHIA REGIONAL PORT AUTHORITY**, a body corporate and politic created as a public authority and instrumentality of the Commonwealth of Pennsylvania ("**PRPA**") and **ASTRO HOLDINGS, INC.**, a corporation ("**Astro**").

BACKGROUND:

WHEREAS, pursuant to that certain Amended and Restated Lease and Operating Agreement between PRPA and Astro's predecessor in interest, Holt Cargo Systems, Inc. ("**Holt**") dated December 30, 1990 (the "**Original Lease**"), which Original Lease was filed with the Federal Maritime Commission ("**FMC**") and effective on March 5, 1991 (FMC Agreement No. 224-200233-007), PRPA leased to Holt and Holt leased from PRPA, certain real property and improvements commonly known as the Packer Avenue Marine Terminal and related property and equipment, all located in Philadelphia, Pennsylvania.

WHEREAS, pursuant to that certain Assignment of Lease between Holt and Astro dated June 14, 1991, Holt assigned to Astro all of Holt's right, title and interest in and the Original Lease.

WHEREAS, on the 30th day of November, 1993, PRPA and Astro entered into a First Amendment to Lease and Operating Agreement, filed with the FMC and effective on December 9, 1993 (FMC Agreement No. 224-200233-008).



WHEREAS, as of the 1st day of March, 2001, PRPA and Astro entered into a Second Amendment to Lease and Operating Agreement, filed with the FMC and effective on March 5, 2001 (FMC Agreement No. 224-200233-009).

WHEREAS, as of the 31st day of August, 2001, PRPA and Astro entered into a Third Amendment to Lease and Operating Agreement, filed with the FMC and effective on August 28, 2001 (FMC Agreement No. 224-200233-010).

WHEREAS, as of the 14th day of December, 2001, PRPA and Astro entered into a Fourth Amendment to Lease and Operating Agreement, filed with the FMC and effective on December 14, 2001 (FMC Agreement No. 224-200233-011).

WHEREAS, as of the 31st day of May, 2002, PRPA and Astro entered into a Fifth Amendment to Lease and Operating Agreement, filed with the FMC and effective on May 31, 2002 (FMC Agreement No. 224-200233-012). (The Original Lease, as assigned and amended as aforesaid, is hereinafter collectively referred to as the "**Lease**".)

WHEREAS, the parties now desire to further amend the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises herein set forth and intending to be legally bound hereby, the parties hereto agree as follows:

1. **Effective Date.** This Amendment shall become effective on the date on which an executed copy of this Amendment is filed with the FMC in accordance with the Shipping Act of 1984.

2. **Term.** Paragraph 2.3(a) of the Lease is amended to provide that the term of the

first Renewal Period shall expire on December 31, 2012. Astro's option to further extend the Term of the Lease for a second Renewal Period shall be exercised by giving PRPA written notice at least 180 days prior to December 31, 2012.

3. Base Compensation.

(a) Paragraph 3.1 of the Lease is amended to provide that:

(i) Base Rent for the period from January 1, 2003 until December 31, 2007 shall be Six Hundred Fifty Thousand Dollars (\$650,000.00), payable in twelve (12) equal monthly installments of \$54,166.67 each; and

(ii) Base Rent for the period from January 1, 2008 until December 31, 2012 shall be Seven Hundred Fifty Thousand Dollars (\$750,000.00), payable in twelve (12) equal monthly installments of \$62,500.00 each; and

(iii) any requirement for completion of the Container Capital Improvements as a prerequisite to Astro's requirement to pay Container Pick Fees is hereby deleted from this Paragraph 3.1.

(b) PRPA and Astro acknowledge and agree that all payments of Container Pick Fees and Breakbulk Fees shall be paid on or before March 31st of each year during the Term, based upon container picks and tonnage, respectively, which occur during the previous calendar year.

4. Letter of Credit. PRPA and Astro acknowledge that PRPA is currently holding \$175,000 cash as the Security Deposit required pursuant to Paragraph 3.2 of the Lease. Said Paragraph 3.2 is hereby amended (i) to delete the requirement that Astro increase the

amount of the Security Deposit upon completion of the Container Capital Improvements, (ii) to delete any requirement that the Security Deposit be in the form of a Letter of Credit, and (iii) to remove the heading of paragraph 3.2 "**Letter of Credit**" and replace it with "**Security Deposit**". For the balance of the Term and any extension thereof, the \$175,000 Security Deposit shall be the sole security required pursuant to Paragraph 3.2 of the Lease; provided, however, that Astro shall at all times be in compliance with the remaining provisions of Paragraph 3.2 of the Lease, to the extent applicable to a cash deposit or, if Astro determines to replace the cash deposit with a Letter of Credit, with those provisions of Paragraph 3.2 applicable to letters of credit.

5. **Lease Remains in Effect.** The Lease, as amended hereby, shall remain in full force and effect. In the event of any conflict between the terms of the Lease and the terms of this Amendment, this Amendment shall control.

6. **Execution in Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon and all of which shall constitute one and the same instrument.

[Intentionally continued on next page.]

IN WITNESS WHEREOF, the parties have executed this Sixth Amendment
as of the date first written above.

ASTRO HOLDINGS, INC.

By: [Signature]
Name: James J. Hoer Jr.
Title: President

Attest: [Signature]
Name: Frances Cooper
Title:

**THE PHILADELPHIA REGIONAL
PORT AUTHORITY**

By: [Signature]
Name: James T. McDermott, Jr.
Title: Executive Director

Approved as to Legality
and Form:

**THE PHILADELPHIA REGIONAL
PORT AUTHORITY**

By: _____
Name: Gregory V. Iannarelli, Esq.
Title: Chief Counsel

**OFFICE OF THE ATTORNEY
GENERAL**

By: _____
Name: David J. DeVries
Title: Chief Deputy
Attorney General

Approved as to Propriety and
Availability of Funds:

**THE PHILADELPHIA REGIONAL
PORT AUTHORITY**

By: _____
Name: Bruce J. Colucci
Title: Administrator of Financial Services

OFFICE OF THE BUDGET

By: _____
Name: Veronica A. Botts
Title: Comptroller

JOINDER AND CONSENT

HOLT CARGO SYSTEMS, INC., as guarantor of the obligations of Astro Holdings, Inc. under the aforementioned Lease, hereby consents to the foregoing amendment thereof and reaffirms its obligations as contained in the Guaranty dated November 16, 1993.

Dated as of the thirty-first day of August, 2001.

HOLT CARGO SYSTEMS, INC.

By: 
Name: John A. EVANS
Title: BORP. SEC'Y

Attest: 
Name: Leo A. HOLT
Title: ASTRO HOLDINGS - PRES.

