

FMC Agreement No. 200233-014

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SEVENTH AMENDMENT TO LEASE AND OPERATING AGREEMENT

THIS SEVENTH AMENDMENT ("Amendment") is made as of the 6th day of February, 2004, by and 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 (the "**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).

WHEREAS, as of the 16th day of December, 2002, PRPA and Astro entered into a Sixth Amendment to Lease and Operating Agreement, filed with the FMC for informational purposes on December 18, 2002 (FMC Agreement No. 224-200233-013). (The Original Lease, as assigned and amended as aforesaid, is hereinafter collectively referred to as the "**Lease**".)

WHEREAS, included in the premises leased pursuant to Section 1.1 of the Lease are the PRPA Cranes (as said term is defined in Section 6.6 of the Lease).

WHEREAS, on February 6, 2004, PRPA delivered to Astro two new rail-mounted, shore-based container gantry cranes manufactured by Hyundai Heavy Industries (the "**New Cranes**") for use at the Terminal.

WHEREAS, the parties desire to amend the Lease to include the New Cranes within the leased premises, as hereinafter set forth.

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

1. **Effective Date.** This Amendment shall be effective as of February 6, 2004.
2. **Definition of PRPA Cranes.** From and after the date hereof, the definition of "PRPA Cranes" contained in Section 6.6 of the Lease, and as used throughout the Lease, is modified to include the New Cranes. Notwithstanding the previous sentence, the requirement contained in said Section 6.6 that PRPA "...replace any major crane parts ... on any PRPA Crane ... until such PRPA Crane ... has been retrofitted by PRPA..." shall not be applicable to the New Cranes. From and after the delivery to Astro as of date hereof of the New Cranes, Astro shall be fully responsible for all maintenance and servicing obligations with respect to the New Cranes in accordance with the terms of the Lease.
3. **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.]

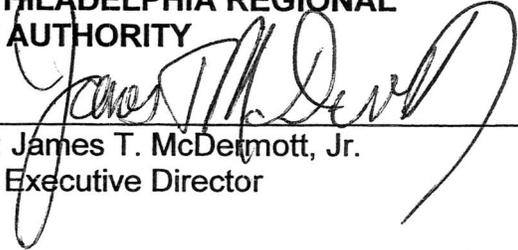
IN WITNESS WHEREOF, the parties have executed this Seventh Amendment
as of the date first written above.

ASTRO HOLDINGS, INC.

By: 
Name: *Michael Holt*
Title: *Secretary TVEs*

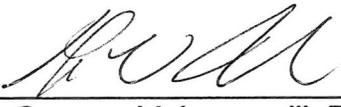
Attest: _____
Name: _____
Title: _____

**THE PHILADELPHIA REGIONAL
PORT AUTHORITY**

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

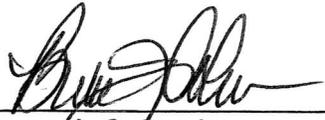
**Approved as to Legality
and Form:**

**THE PHILADELPHIA REGIONAL
PORT AUTHORITY**

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

**Approved as to Propriety and
Availability of Funds:**

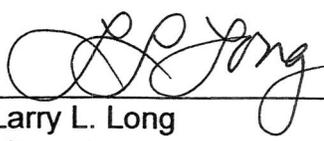
**THE PHILADELPHIA REGIONAL
PORT AUTHORITY**

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

**OFFICE OF THE ATTORNEY
GENERAL**

By: 
Name: Robert A. Mulle, Esq.
Title: Chief Deputy
Attorney General

OFFICE OF THE BUDGET

By: 
Name: Larry L. Long
Title: Comptroller