

301-200860-001

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FIRST AMENDMENT OF LEASE AND OPERATING AGREEMENT

THE FIRST AMENDMENT (this "Amendment") is made and entered into as of March 31, 2000 by and between PHILADELPHIA REGIONAL PORT AUTHORITY ("Lessor"), a body corporate and politic and an independent agency of the Commonwealth of Pennsylvania, and DEPENDABLE DISTRIBUTION SERVICES INC. ("Lessee"), a corporation incorporated under the laws of the Commonwealth of Pennsylvania.

A. Lessor and Lessee are parties to that certain Lease and Operating Agreement dated April 1, 1994 (the "Agreement") respecting Lessee's lease and occupancy of certain Premises (as defined in the Agreement), consisting of Pier 84 South, together with certain improvements thereon and appurtenances thereto, excluding the southside berthing area.

B. Lessee having timely exercised its option to extend the term of the Agreement for the first Renewal Period (as defined in the Agreement), the parties are executing this Amendment to confirm the terms of such renewal.

NOW, THEREFORE, intending to be legally bound hereby and in exchange for good, valuable and sufficient consideration received, Lessor and Lessee mutually covenant and agree as follows:

1. Effective Date. This Amendment shall become effective on the date on which an executed copy hereof is filed with the FMC in accordance with the Shipping Act of 1984. Lessor shall cause this Amendment to be filed with the FMC promptly following the execution and delivery hereof.

2. Background and Definitions. Paragraphs A and B, above, are hereby incorporated within and form a part of the agreements contained in this Amendment. Unless otherwise defined in this Amendment, all terms defined in the Agreement shall have the meanings ascribed to them in the Agreement when used in this Amendment.

3. Renewal. The term of the Agreement is hereby extended to include the seventh (7th) through twelfth (12th) Lease Years, on all of the terms and conditions of the Agreement, excepting only that (a) Base Rent and certain other terms of the Agreement shall be as hereinafter set forth in this Amendment, (b) Lessee shall only have the right to extend the term of the Agreement for a single additional Renewal Period under Section 2.3 of the Agreement, and (c) the provisions of Section 6.13 of the Agreement (respecting certain improvements to be constructed by Lessor which have heretofore been constructed) shall have no further force or effect.

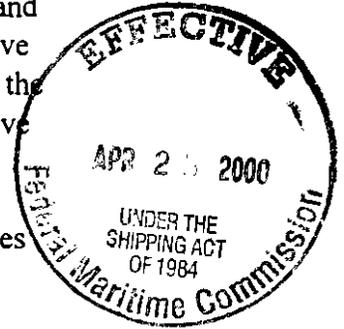
4. Ship Guaranty. Section 1.5 of the Agreement is hereby amended in the following respects:

4.1 Section 1.5.1 of the Agreement is amended by replacing the words and number "ten (10) vessels" in the fifth line thereof with the words and number "twelve (12) vessels".

4.2 The parenthetical at the end of the second sentence of Section 1.5.2 of the Agreement is amended and restated to read "(that is, if in the seventh (7th) Lease Year only eight (8) vessels call at the Premises, Lessee will pay \$20,000 to Lessor)".

4.3 The fourth (4th) sentence of Section 1.5.2 of the Agreement is amended and restated in its entirety as follows:

Furthermore, in the event that less than ten (10) vessels shall call at the Premises for purposes of unloading cargoes of cocoa beans and cocoa products during two (2) consecutive Lease Years (exclusive of the first (1st) and second (2nd) Lease Years, Lessor shall have the right, in addition to the right to collect the penalty fee hereinabove set forth, to terminate this Agreement upon delivery of written notice of termination to Lessee, unless Lessee is able to demonstrate to Lessor's reasonable satisfaction that such breaches of the Ship Guaranty resulted from commercially reasonable causes outside of Lessee's control.



5. Base Rent. Section 3.1.1 of the Agreement is hereby amended by adding the following language thereto:

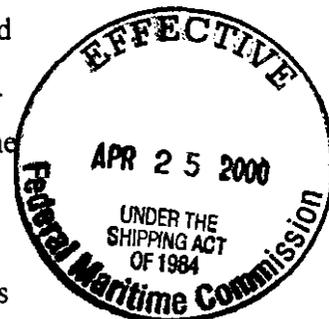
During the seventh (7th) through twelfth (12th) Lease Years (inclusive). Base Rent payable by Lessee shall be Two Hundred Thousand Dollars (\$200,000) per annum, payable in equal monthly installments of Sixteen Thousand Six Hundred Sixty-Six and 67/100 Dollars (\$16,666.67) due monthly, in advance, on the first day of each calendar month, commencing on the first (1st) day of the seventh (7th) Lease Year. Commencing as of the last day of the seventh (7th) Lease Year, and annually thereafter, Base Rent shall be subject to increase as provided in Section 3.1.3 of this Agreement.

6. Tonnage Fee. Section 3.1.2 of the Agreement is hereby amended by adding thereto the following additional language:

During the seventh (7th) through twelfth (12th) Lease Years (inclusive), the Tonnage Fee shall be One and 60/100 Dollars (\$1.60) per ton, subject to any or all increases as provided in Section 3.1.3 of this Agreement.

7. Preservation of Remedy. In order to reserve to Lessor the benefit of the remedy of confession of judgment for ejection set forth in Section 15.1.1 of the Agreement, Lessee agrees as follows:

When the Agreement shall have terminated (whether pursuant to Article 15 of the Agreement or otherwise) and also when and as soon as the term of the Agreement shall have expired, it shall be lawful for any attorney, as attorney for Lessee, and without liability to Lessee, to appear for Lessee in any competent court and there to confess judgment in ejectment against Lessee and all persons claiming by, through or under Lessee, without any stay of execution or appeal, for the recovery by Lessor of possession of the Premises, for which this Amendment or a copy hereof shall be a sufficient warrant, whereupon, if Lessor 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 or judgment confessed as aforesaid, the same shall be discontinued and possession of the Premises remain in or be restored to Lessee, Lessor shall have the right upon any subsequent defaults or terminations of this Agreement to confess judgment in ejectment one or more further times in the manner and form as hereinbefore set forth, without liability to Lessee, in order to recover possession of the Premises for such subsequent default or as a result of such subsequent termination.



8. Effect of Amendment. As amended hereby, the Agreement continues in full force and effect and time remains of the essence of the Agreement and this Amendment. In the event of any conflict or any inconsistencies between the terms of this Amendment and remaining terms of the Agreement, the terms of this Amendment shall govern and control.

SECTION 7 OF THIS AMENDMENT PROVIDES FOR THE CONFESSION OF JUDGMENT AGAINST LESSEE FOR EJECTMENT. IN CONNECTION THEREWITH, LESSEE, KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND UPON ADVICE OF SEPARATE COUNSEL, UNCONDITIONALLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO PRIOR NOTICE AND AN OPPORTUNITY FOR HEARING UNDER THE RESPECTIVE CONSTITUTIONS AND LAWS OF THE UNITED STATES AND THE COMMONWEALTH OF PENNSYLVANIA. WITHOUT LIMITATION OF THE FOREGOING, LESSEE HEREBY SPECIFICALLY WAIVES ALL RIGHTS LESSEE HAS OR MAY HAVE TO NOTICE AND OPPORTUNITY FOR A HEARING PRIOR TO EXECUTION UPON ANY JUDGMENT CONFESSED AGAINST LESSEE BY LESSOR HEREUNDER.

LESSEE (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF LESSOR HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT LESSOR WILL NOT SEEK TO EXERCISE OR ENFORCE ITS RIGHTS TO CONFESS JUDGMENT HEREUNDER, AND (II) ACKNOWLEDGES THAT THE EXECUTION OF THIS AMENDMENT BY LESSOR HAS BEEN MATERIALLY

APPROVED AS TO FORM AND
LEGALITY:

Date: 4/7/00

By: [Signature]
Office of the Attorney General of
the Commonwealth of Pennsylvania

Date: 4/7/00

By: [Signature]
Peter J. Tucci
Acting Chief Counsel, Philadelphia
Regional Port Authority

