

FMC Agreement No.

200860-003

THIRD AMENDMENT TO LEASE AND OPERATING AGREEMENT

THIS THIRD AMENDMENT ("Amendment") is made as of the ____ day of April, 2006, by the 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 Pennsylvania corporation.

BACKGROUND:

A. Lessor and Lessee are parties to that certain Lease and Operating Agreement dated April 1, 1994 (the "Original Lease"), which Original Lease was filed with the Federal Maritime Commission ("FMC") and became effective on April 25, 1994 (FMC Agreement No. 301-200860) respecting Lessee's lease and occupancy of certain Premises (as defined in the Agreement), consisting of Pier 84 South, Philadelphia, Pennsylvania, together with certain improvements thereon and appurtenances thereto, excluding the southside berthing area.

B. As of the 31st day of March, 2000, Lessor and Lessee entered into a First Amendment of Lease and Operating Agreement ("First Amendment"), which First Amendment was filed with the FMC and became effective on April 25, 2000 (FMC Agreement No. 301-200860-001).

C. As of the 5th day of August, 2002, Lessor and Lessee entered into a Second Amendment of Lease and Operating Agreement ("Second Amendment"), which Second Amendment was filed with the FMC and effective on August 5, 2002 (FMC



Agreement No. 301-200860-00_). (The Original Lease, together with the First Amendment and the Second Amendment are hereinafter collectively referred to as the "Lease").

D. 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 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.

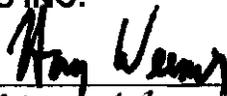
2. **Extension of Term.** The parties hereby agree, notwithstanding anything contained in Section 2.3.2 of the Lease, that until May 31, 2006 (the "**Negotiation Period**"), they shall continue to negotiate in good faith the compensation due from Lessee during the second Renewal Period, as contemplated by the terms of Paragraph 2.3 of the Lease. During the Negotiation Period, Lessee shall continue to pay compensation to Lessor in accordance with the terms of the Lease which were in effect during the first Renewal Period. By agreeing to the foregoing Negotiation Period, Lessor shall have waived its right to terminate Lessee's rights contained in said Paragraph 2.3.2 during said Negotiation Period but not at the expiration thereof if no agreement as to compensation has been reached by the end of the Negotiation Period.

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.

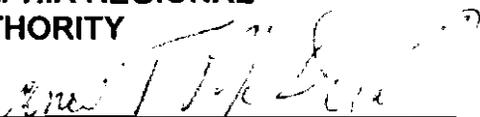
4. **Execution in Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon and all of which shall constitute one and the same instrument.

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

DEPENDABLE DISTRIBUTION SERVICES INC.

By: 
Name: HARVEY COTINA
Title: PRESIDENT

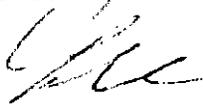
PHILADELPHIA REGIONAL PORT AUTHORITY

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

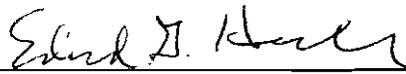
Approved as to Legality and Form:

Approved as to Propriety and Availability of Funds:

PHILADELPHIA REGIONAL PORT AUTHORITY

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

PHILADELPHIA REGIONAL PORT AUTHORITY

By: 
Name: Edward G. Henderson
Title: Director of Finance & Capital Funding

OFFICE OF THE ATTORNEY GENERAL

By:  5/14/06
Name: Robert A. Mulle, Esq.
Title: Chief Deputy Attorney General

OFFICE OF THE BUDGET

By: 
Name: Joseph Lawruk
Title: Comptroller