

(b) Effective from and after the Closing Date referred to in subparagraph (a) above, the Lessee shall provide the Port Authority with a security interest in the Spare Parts, and the Lessee agrees to execute a security agreement (which security agreement is hereinafter referred to as the "Security Agreement") in the form attached to this Agreement (which shall replace the form of Security Agreement attached as "Exhibit T" to the Lease and upon execution of this Agreement all references to "Exhibit T" in the Lease shall be deemed to refer to the Security Agreement attached to this Agreement) creating a lien on and security interest in the Spare Parts for the benefit of the Port Authority and as security for the performance by the Lessee of its obligations under the Lease as hereby amended. In connection therewith, and from time to time, and without limiting the provisions of said Security Agreement, at the request of Port Authority the Lessee will execute appropriate financing statements and continuation statements in form for filing in accordance with the provisions of the Uniform Commercial Code of the State of New York. The Lessee shall have such obligations regarding the Spare Parts as are set forth in the Security Agreement. The existence of the Security Agreement described in this subparagraph shall not limit or alter any other remedies of the Port Authority under the Lease as hereby amended, and the Port Authority may from time to time and at any time elect to pursue (or not to pursue) its rights under the Security Agreement without thereby limiting, voiding or relinquishing any of its other rights or remedies under the Lease as hereby amended. Nothing contained in this paragraph shall or shall be deemed to affect the right and option of the Port Authority to repurchase the Spare Parts pursuant to the provisions of Section 46 of the Lease as hereby amended, except as the security interest may reduce the Sale Price, as defined in paragraph (f) of said Section 46, pursuant to the provisions of said paragraph (f).

4. (a) Section 40 entitled "Security", Standard Endorsement No. L23.2 and Exhibit X of the Lease shall be deemed deleted and of no further force and effect and the following Section 40A and Standard Endorsement No. L23.2A attached hereto shall be deemed substituted in lieu thereof.

"Section 40A

(a) The Lessee shall deposit and maintain with the Port Authority a security deposit in accordance with the provisions of Standard Endorsement No. L23.2A attached to this Agreement and hereby made a part hereof.

(b) Notwithstanding any provision to the contrary contained in Standard Endorsement No. L23.2A attached hereto, and without otherwise limiting the provisions thereof:

(1) The security deposit requirement set forth in Standard Endorsement No. L23.2A shall be reduced to the amount of One Million Fifty Thousand Dollars and No Cents (\$1,050,000.00) at any time that (i) the Lessee shall demonstrate to the Port Authority that the Lessee has performed at the Facility no fewer than sixty-six thousand (66,000) individual crane lifts of cargo containers during any period of not more than twelve consecutive months, or (ii) the Lessee shall demonstrate to the Port Authority pursuant to the provisions of paragraph (b) (3) that the Lessee has entered into agreements (hereinafter called the "Agreements") with prospective customers of the Facility (hereinafter individually called "the Customer" and collectively called "the Customers") under which Agreements in the aggregate the Lessee will have the unconditional right to perform (except in the case of non-performance or default by the Lessee or the inability of either or both parties to perform on account of conditions beyond its or their control) and the Customers will be unconditionally obligated to utilize (except in the case of non-performance or default by the Lessee or the inability of either or both parties to perform on account of conditions beyond its or their control) at the Facility no fewer than five thousand five hundred (5,500) individual crane lifts of cargo containers per calendar month for a period of not less than two years commencing within ninety (90) days following the date of the Lessee's Submission, as hereinafter defined.

(2) In addition to the reduction in the security deposit requirement set forth in subparagraph (1) above, the security deposit requirement set forth in Standard Endorsement No. L23.2A shall be further reduced to the amount of Four Hundred Thousand Dollars and No Cents (\$400,000.00) at any time that (i) the Lessee shall demonstrate to the Port Authority that the Lessee has performed at the Facility no fewer than one hundred twenty-five thousand (125,000) individual crane lifts of cargo containers during any period of not more than twelve consecutive months, or (ii) the Lessee shall demonstrate to the Port Authority pursuant to the provisions of paragraph (b) (3) that the Lessee has entered into Agreements, as hereinbefore defined, with prospective Customers of the Facility, as hereinbefore defined, under which Agreements in the aggregate the Lessee will have the unconditional right to perform (except in the case of non-performance or default by the Lessee or the inability of either or both parties to perform on account of conditions beyond its or their control) and the Customers will be unconditionally obligated to utilize (except in the case of non-performance or default by the Lessee or the inability of either or both parties to perform on account of conditions beyond its or their control) at the Facility no fewer than ten thousand four

hundred seventeen (10,417) individual crane lifts of cargo containers per calendar month for a period of not less than two years commencing within ninety (90) days following the date of the Lessee's Submission, as hereinafter defined.

(3) The crane lifts referred to above in subparagraphs (1) and (2) of this paragraph (b) are hereinafter sometimes called "the crane lifts". The Agreements referred to in subparagraphs (1) and (2) above shall be unconditional with respect to the Lessee's rights to perform the crane lifts (except in the case of non-performance or default by the Lessee or the inability of either or both parties to perform on account of conditions beyond its or their control), shall not be revocable or otherwise subject to termination (except for revocation or termination by the Customer on account of default or non-performance by the Lessee) for the entirety of the respective two-year periods described in subparagraphs (1) or (2) above, as applicable, and shall constitute the sole agreements between the Lessee and each Customer regarding the matters described in this paragraph. The Lessee shall provide the Port Authority with written notice that the Agreements are fully executed and in effect, together with copies of the Agreements (which notice and the accompanying Agreements are hereinafter called "the Lessee's Submission"). Within five (5) business days of the Port Authority's receipt of the Lessee's Submission, the Port Authority shall notify the Lessee that either (i) the Agreements meet the requirements of this subparagraph, in which case the security deposit requirement provided for in this paragraph and Standard Endorsement No. L23.2A attached hereto shall be reduced in accordance with the provisions of subparagraph (1) or (2) above, as applicable, or (ii) the Agreements do not meet the requirements of this subparagraph, in which case the Lessee's Submission shall be of no force or effect with respect to the return of said security deposit or for any other purpose under this Agreement, although the Lessee shall not be precluded from making further submissions as the Lessee's Submission pursuant to the provisions of this subparagraph. The Lessee covenants and agrees that neither the Agreements nor any of them shall be amended (either by supplementary agreement or separate agreement or otherwise) in any way subsequent to the date of the Lessee's Submission serving as the basis for a reduction in the amount of the security deposit requirement provided for in this paragraph which would reduce the monthly number of crane lifts required under this subparagraph for the two-year period required under this subparagraph, or which would make any of the Agreements conditional with respect to the Lessee's rights to perform the crane lifts (except in the case of non-performance or default by the Lessee or the inability of either or both

parties to perform on account of conditions beyond its or their control) or revocable or otherwise subject to termination (except for revocation or termination by the Customer on account of default or non-performance by the Lessee) at any time during the entirety of said two-year period, except that an Agreement may be amended and/or modified and/or substituted for if said amendment, modification and/or substitution shall not result in any reduction for any portion of the applicable two-year period of the required number of crane lifts as set forth in this paragraph.

(4) In the event the security deposit requirement shall be decreased to Four Hundred Thousand Dollars and No Cents (\$400,000.00) pursuant to subparagraph (b) (2) above, the Port Authority shall have the right to retain out of any excess security on deposit at that time, or if such excess is insufficient the Lessee shall deposit with the Port Authority, the amount of Three Hundred Thousand Dollars and No Cents (\$300,000.00) as prepaid rental to be applied, by the Port Authority, pro-rata, to the rental obligations of the Lessee under this Agreement commencing with rental payments due on and after the first day of the next full calendar month following the later of the date of decrease of the security deposit pursuant to subparagraph (b) (2) above or any deposit of additional funds as required above and continuing until said amount shall be exhausted.

(5) The Lessee further agrees that any decrease in security deposit requirements hereunder and any refund as a consequence of such decrease will not be used by the Lessee for the purpose of making a distribution of dividends, equity or any other payments to the stockholders of the Lessee but will be used solely for capital and operating costs of the Lessee at the premises.

(c) Notwithstanding any provision to the contrary contained in Standard Endorsement No. L23.2A attached hereto or in this paragraph, and without otherwise limiting any provision thereof, the Lessee agrees that in the event that the Port Authority shall use the security deposit provided for in this paragraph and said Standard Endorsement No. L23.2A or any part thereof in whole or in partial satisfaction of any of its claims or demands against the Lessee, and the Lessee shall have failed to deposit with the Port Authority additional cash or bonds or such letter of credit so as to maintain the security deposit at all times in the full amount of One Million Seven Hundred Thousand Dollars and No Cents (\$1,700,000.00) or One Million Fifty Thousand Dollars and No Cents (\$1,050,000.00), as applicable, then, in the event that the Lessee shall satisfy the requirements set forth in paragraph (b) of this Section 40A for the return of a portion of the said security deposit, only the

amount in excess of the required security deposit actually on deposit at such time after deduction of sums required to satisfy any amounts then due and owing to the Port Authority under the Lease as hereby amended shall be returned to the Lessee under the provisions of this paragraph."

5. The last sentence of paragraph (b) of Section 46 of the Lease shall be deemed deleted and of no further force and effect and the following sentence shall be deemed substituted in lieu thereof: "The Lessee further agrees that in the event that it does replace any of the Spare Parts which it has installed or otherwise used in connection with said maintenance of the cranes, then said replacement part shall for all purposes of this Agreement be deemed to be the Spare Part so replaced."

6. The following parenthetical phrase shall be deemed inserted following the word "Parts" appearing in the fourth line of paragraph (c) of Section 46 of the Lease: "(less any installed or otherwise used in connection with the maintenance of the cranes and not replaced)".

7. As hereby amended, all the terms, provisions, covenants and conditions of the Lease shall continue in full force and effect.

8. The Lessee represents and warrants that no broker has been concerned in the negotiation of this Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation or execution of this Agreement.

9. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Lessee with any liability, or held liable to the Lessee under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach thereof.

10. This Agreement, together with the Lease (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Lessee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and

the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Lease or in this Agreement.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the date first above written.

ATTEST:

Lisa C. Meduri

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

By Lillian C. Barone
(Title) Director Port Commerce Department
(Seal)

ATTEST:

[Signature]
Secretary

HOWLAND HOOK CONTAINER TERMINAL, INC.

By Alvin P. Puglisi
(Title) President
(Corporate Seal)

APPROVED:
Port [Signature]
Lessee JOM

SECURITY AGREEMENT

Security Agreement made as of this 9th day of November, 1995, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, a body corporate and politic, created by Compact between the States of New Jersey and New York with the consent of the Congress of the United States of America, and having an office at One World Trade Center, New York, New York 10048, (hereinafter called "the Port Authority") and HOWLAND HOOK CONTAINER TERMINAL, INC., a corporation organized and existing under and by virtue of the laws of the State of New York and having an office and place of business at Wall Street Plaza, New York, New York 10005, (hereinafter called "the Debtor").

WITNESSETH, That:

WHEREAS, the parties hereto have heretofore entered into an agreement of lease (hereinafter, as the said agreement of lease has been heretofore amended, modified and supplemented by Supplement No. 1 dated as of July 14, 1995 and Supplement No. 2 dated as of October 30, 1995, called "the Lease") made as of the 30th day of June, 1995 wherein the Port Authority as Lessor leased to the Debtor as Lessee the Howland Hook Marine Terminal in the Borough of Staten Island, in the County of Richmond and State of New York as more particularly set forth in the Lease; and

WHEREAS, the Lessee has incurred certain obligations to the Port Authority under the Lease (which obligations are hereinafter called "the Lessee's Obligations"); and

WHEREAS, the parties hereto intend to create a lien and security interest in the Port Authority to the Spare Parts, as defined in Section 46 of the Lease and as set forth in Schedule B annexed to Supplement No. 1 to the Lease;

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. The Debtor has sold, assigned, transferred, set over and granted a lien and security interest under the Uniform Commercial Code unto the Port Authority, for the benefit of the Port Authority in, and does hereby sell, assign, transfer and set over unto the Port Authority for the benefit of the Port Authority and grant a continuing security interest under the Uniform Commercial Code unto the Port Authority for the benefit of the Port Authority in (a) the Spare Parts (including any replacement part deemed to be a Spare Part under the terms of the

Lease); (b) proceeds of insurance covering or relating to the Spare Parts described in (a) above; (c) all proceeds of the items described in (a) above. All of the foregoing are hereinafter referred to as "the Collateral".

2. The security interest herein created is intended to secure the performance by the Debtor of all of the Lessee's Obligations, including but not limited to those set forth in Section 3 and Section 4 of the Lease.

3. Nothing in this Security Agreement shall be construed to release the Debtor from any of its obligations under the Lease as Lessee and the Debtor shall remain fully liable for the performance of all of its obligations under the Lease including but not limited to those regarding or relating to the Collateral or any part thereof.

4. The Debtor hereby agrees to reimburse the Port Authority for all of its costs and expenses (including all reasonable legal expenses) necessary to enforce any provisions of this Security Agreement.

5. At any time and from time to time upon the written request of the Port Authority the Debtor shall promptly and duly execute and deliver any and all instruments and documents and take such further action as the Port Authority may request in order to obtain for the Port Authority the full benefits of this Security Agreement and of the rights and powers herein granted including, without limitation thereto, the filing or recording of this Security Agreement or any financing or continuation statement or any similar documents or instruments with respect hereto or thereto, in accordance with the applicable laws of any jurisdiction. The Debtor hereby authorizes the Port Authority to effect any such filing or recording as aforesaid (including the filing of any such financing statements or amendments thereto) without the signature of the Debtor to the extent permitted by applicable law. The costs and expenses of the Port Authority with respect to any of the foregoing actions shall be payable by the Debtor to the Port Authority upon demand.

6. If the Port Authority shall so request the Lessee shall affix or attach to the Spare Parts or any of them an identifying plate, label or decal setting forth that the Port Authority has a security interest in the same.

7. The Debtor shall take good care of the Spare Parts, shall not misuse, abuse, waste or allow the Spare Parts or any of them to deteriorate and shall at its cost and expense make all repairs and restorations and do all preventative maintenance

necessary to keep the Spare Parts in good operating condition and appearance. The Debtor shall replace any of the Spare Parts which is damaged beyond repair or is stolen prior to installation on the container cranes, all such replacements, and any part obtained by the Lessee at its option to replace any of the Spare Parts installed on the container cranes, to become a part of the Spare Parts and subject to this Security Agreement. The Debtor at its cost and expense shall obtain and keep in full force and effect a policy of fire and extended coverage insurance insuring the Spare Parts to the extent of 100% of the replacement value thereof, such policy to include the Port Authority as a named insured and loss payee. The proceeds of such insurance policy shall be made available to the Debtor for the purpose of replacing damaged or stolen Spare Parts provided the Lease is then in full force and effect. The Debtor shall furnish to the Port Authority a certified copy of such policy or certificate or certificates or binders evidencing the existence thereof within ten (10) days after the purchase of the Spare Parts pursuant to Section 46 of the Lease, such insurance coverage to be issued by a carrier satisfactory to the Port Authority.

8. (a) The Port Authority may examine and inspect the Collateral at any time and from time to time and any books, records or other documents of the Debtor pertaining thereto during the term of the Lease.

(b) The Debtor shall not have the right to remove the Spare Parts from the premises. The Debtor shall have the right to use the Spare Parts in connection with its maintenance obligations with respect to certain container cranes as set forth in the Lease, in which event title to the Spare Part so used shall vest in the Port Authority and the Debtor shall be under no obligation to replace said Spare Part.

9. (a) In the event the Debtor should default in the performance of any of the Lessee's Obligations including but not limited to those described in Section 3 and Section 4 thereto, or in the event any of the events of default referred to in Section 25 of the Lease should occur, then in addition to all of the rights or remedies under the terms and provisions of the Lease or as allowed by law, the Port Authority shall have the rights and remedies of a secured party under the Uniform Commercial Code of the State of New York and, without limiting the generality of any of the foregoing, the Port Authority may immediately without demand or notice exercise such rights of enforcement and may enter upon the Debtor's premises and take possession of and assemble the Collateral and may sell at public or private sale or otherwise in the City of New York any part or all of the Collateral and after deducting from the proceeds of such sale or

other disposition of the Collateral, all expenses, including but not limited to reasonable expenses for legal services, and for removal and sale of the Collateral, shall apply the balance thereof towards the payment of the Debtor's obligations under the Lease as amended by this Security Agreement with any balance remaining after the satisfaction of such obligations to be paid to the Debtor. In the event that the proceeds of the sales are not sufficient to fully discharge the obligations of the Debtor as hereinabove referred to, the Debtor shall remain liable for any deficiency thereof.

10. The Debtor hereby represents and warrants to the Port Authority that after title to all Collateral is vested in the Debtor it will continue to be owned by the Debtor, and that the Debtor knows of no adverse claim, lien, security interest in or encumbrance on said Collateral and that there is no financing statement on file in any public office covering the Collateral hereunder or which may attach to any of the Collateral and in the event any such is discovered the Debtor agrees, at its cost and expense, to immediately discharge the same. The Debtor hereby agrees that it shall not in any event sell, transfer or assign its present or future rights or interests of any kind whatsoever in or to the Collateral.

11. The security interest hereby granted and the existence of this Security Agreement shall not limit or alter any other rights or remedies of the Port Authority under the Lease and the Port Authority may from time to time and at any time elect to pursue (or not to pursue) its rights under this Security Agreement without thereby limiting, voiding or relinquishing any of its other rights or remedies under the Lease.

12. The Debtor hereby represents that it is a corporation formed under the laws of the State of New York, that its principal place of business as stated in its certificate of incorporation is at 300 Western Avenue, Staten Island, New York 10303, and that its certificate of incorporation does not contain any provision or prohibition against the creation of a security interest in or lien on any of the property of the Debtor.

13. Notices, requests, permission, consents and approvals given or required to be given to or by either party under this Security Agreement, shall not be effective unless they are given in accordance with Section 33 of the Lease.

14. This Agreement shall be deemed to have been made under and in accordance with the laws of the State of New York and shall be governed and interpreted in accordance therewith.

15. Neither the Commissioners of the Port Authority nor any officer, agent or employee of the Port Authority shall be charged personally by any party hereto with any liability or held liable to the Debtor under any term or provision of this Agreement or because of its execution or attempted execution or because of any breach or attempted or alleged breach thereof.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

ATTEST:

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

Secretary

By _____
(Title) _____
(Seal)

ATTEST:

HOWLAND HOOK CONTAINER TERMINAL,
INC.

Secretary

By _____
(Title) _____ President
(Seal)

(a) Upon the execution of this Agreement by the Lessee and delivery thereof to the Port Authority, the Lessee shall deposit with the Port Authority (and shall keep deposited throughout the letting under this Agreement) either the sum of

One Million Seven Hundred Thousand Dollars and No Cents (\$1,700,000.00)

in cash, or bonds of the United States of America, or of the State of New Jersey, or of the State of New York, or of The Port Authority of New York and New Jersey, having a market value of that amount, as security for the full, faithful and prompt performance of and compliance with, on the part of the Lessee, all of the terms, provisions, covenants and conditions of this Agreement on its part to be fulfilled, kept, performed or observed. Bonds qualifying for deposit hereunder shall be in bearer form but if bonds of that issue were offered only in registered form, then the Lessee may deposit such bond or bonds in registered form, provided, however, that the Port Authority shall be under no obligation to accept such deposit of a bond in registered form unless such bond has been re-registered in the name of the Port Authority (the expense of such re-registration to be borne by the Lessee) in a manner satisfactory to the Port Authority. The Lessee may request the Port Authority to accept a registered bond in the Lessee's name and if acceptable to the Port Authority the Lessee shall deposit such bond together with a bond power (and such other instruments or other documents as the Port Authority may require) in form and substance satisfactory to the Port Authority. In the event the deposit is returned to the Lessee any expenses incurred by the Port Authority in re-registering a bond to the name of the Lessee shall be borne by the Lessee. In addition to any and all other remedies available to it, the Port Authority shall have the right, at its option, at any time and from time to time, with or without notice, to use the deposit or any part thereof in whole or partial satisfaction of any of its claims or demands against the Lessee. There shall be no obligation on the Port Authority to exercise such right and neither the existence of such right nor the holding of the deposit itself shall cure any default or breach of this Agreement on the part of the Lessee. With respect to any bonds deposited by the Lessee, the Port Authority shall have the right, in order to satisfy any of its claims or demands against the Lessee, to sell the same in whole or in part, at any time and from time to time, with or without prior notice at public or private sale, all as determined by the Port Authority, together with the right to purchase the same at such sale free of all claims, equities or rights or redemption

of the Lessee. The Lessee hereby waives all right to participate therein and all right to prior notice or demand of the amount or amounts of the claims or demands of the Port Authority against the Lessee. The proceeds of every such sale shall be applied by the Port Authority first to the costs and expenses of the sale (including but not limited to advertising or commission expenses) and then to the amounts due the Port Authority from the Lessee. Any balance remaining shall be retained in cash toward bringing the deposit to the sum specified above. In the event that the Port Authority shall at any time or times so use the deposit, or any part thereof, or if bonds shall have been deposited and the market value thereof shall have declined below the above-mentioned amount, the Lessee shall, on demand of the Port Authority and within two (2) days thereafter, deposit with the Port Authority additional cash or bonds so as to maintain the deposit at all times to the full amount above stated, and such additional deposits shall be subject to all the conditions of this Section. After the expiration or earlier termination of the letting under this Agreement as the said letting may have been extended, and upon condition that the Lessee shall then be in no wise in default under any part of this Agreement, as this Agreement may have been amended or extended (or both), and upon written request therefor by the Lessee, the Port Authority will return the deposit to the Lessee less the amount of any and all unpaid claims and demands (including estimated damages) of the Port Authority by reason of any default or breach by the Lessee of this Agreement or any part thereof. The Lessee agrees that it will not assign or encumber the deposit. The Lessee may collect or receive any interest or income earned on bonds and interest paid on cash deposited in interest-bearing bank accounts, less any part thereof or amount which the Port Authority is or may hereafter be entitled or authorized by law to retain or to charge in connection therewith, whether as or in lieu of an administrative expense, or custodial charge, or otherwise; provided however, that the Port Authority shall not be obligated by this provision to place or to keep cash deposited hereunder in interest-bearing bank accounts.

STANDARD ENDORSEMENT NO. L23.2A (Page 2)
Security or Letter of Credit
All Facilities
9/15/84

(b) The Lessee may at any time during the term of the letting under this Agreement offer to deliver to the Port Authority, as security for all obligations of the Lessee under this Agreement, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District, in favor of the Port Authority in the amount of One Million Seven Hundred Thousand Dollars and No Cents (\$1,700,000.00).

The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the term of the letting under this Agreement and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent satisfactory letter. Upon notice of cancellation of a letter of credit the Lessee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by security in accordance with paragraph (a) of this Standard Endorsement or another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security under paragraph (a) of this Standard Endorsement. Failure to provide such a letter of credit at any time during the term of the letting, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Agreement on the part of the Lessee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Lessee made thereafter, the Port Authority will return the security deposit, if any, theretofore made under and in accordance with the provisions of paragraph (a) of this Standard Endorsement. The Lessee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the letting and fulfillment of the obligations of the Lessee under this Agreement. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Lessee, on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount.

(c) For purposes of the provisions set forth in this Standard Endorsement, the Lessee hereby certifies that its I.R.S. Employer Identification No. is 13-384-1035.

STANDARD ENDORSEMENT NO. L23.2A(Page 3)
Security or Letter of Credit
All Facilities
6/12/87

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 9TH day of NOVEMBER, 1995, before me personally came
LILLIAN C. BORRONE to me known, who, being by me duly sworn, did depose and
say that he resides at 19 FAIRVIEW TERRACE, MAPLEWOOD, NJ 07040

that he is the DIRECTOR PORT COMMERCE of The Port Authority of New York
and New Jersey, (one of) the corporations described in and which executed the foregoing instrument; that he
knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it
was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name
thereto by like order.

Richard J. Conklin
(notarial seal and stamp)

RICHARD J. CONKLIN
Notary Public, State of New York
No. 31-5014612
Qualified in New York County
Commission Expires July 6, 1997

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On the 9TH day of NOVEMBER, 1995, before me personally came
CARMINE F. RABUCCI to me known, who, being by me duly sworn, did depose
and say that he resides at 67 COMMODORE DRIVE, STATEN ISLAND, NY 10309

that he is the _____ President of Howland Hook Container Terminal, Inc.

one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the
said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order
of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Richard J. Conklin
(notarial seal and stamp)

RICHARD J. CONKLIN
Notary Public, State of New York
No. 31-5014612
Qualified in New York County
Commission Expires July 6, 1997

STATE OF _____ }
COUNTY OF _____ } ss.

On the _____ day of _____, 197, before me personally came

to me known and known to me to be the individual described
in and who executed the foregoing instrument, and acknowledged to me that he executed the same.

(notarial seal and stamp)