

PCL

Lease No. L-PN-264

201132

AGREEMENT

between

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

and

PORT NEWARK CONTAINER TERMINAL LLC



Dated as of December 1, 2000

CONFORMED COPY

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THIS AGREEMENT OF LEASE, made as of the 1st day of December, 2000, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority"), 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 and place of business at One World Trade Center, New York, New York 10048; and PORT NEWARK CONTAINER TERMINAL LLC (hereinafter called "the Lessee"), a limited liability company organized and existing under the laws of the State of Delaware and having an office and place of business at One Evertrust Plaza, Jersey City, New Jersey 07302, whose representative is: Thomas J. Simmers.

WITNESSETH, THAT:

The Port Authority and the Lessee, for and in consideration of the covenants and agreements hereinafter contained, hereby agree as follows:

Section 1. Letting

The Port Authority hereby lets to the Lessee and the Lessee hereby hires and takes from the Port Authority, at Port Newark (sometimes hereinafter called the "the Facility" or "marine terminal"), in the City of Newark, in the County of Essex and the State of New Jersey, the open area shown in diagonal crosshatching and diagonal hatching and the water area shown in diagonal hatching, all as so shown on the sketches hereto attached, hereby made a part hereof, and marked "Exhibit A, Sheets 1, 2 and 3", together with the buildings, structures, fixtures, improvements and other property, if any, of the Port Authority located or to be located or constructed therein or thereon, the said open area and water area, buildings, structures, fixtures, improvements and other property of the Port Authority being hereinafter collectively called "the premises", and the water area shown in diagonal hatching being hereinafter sometimes called "the berthing area". The parties agree that the premises constitute non-residential property.

Section 2. Term

The term of the letting under this Agreement shall commence at 12:01 o'clock A.M. on December 1, 2000 and, unless sooner terminated, shall expire at 11:59 o'clock P.M. on November 30, 2030.

Section 3. Basic Rental

The Lessee shall pay a basic rental to the Port Authority during the term of the letting as follows: (a) during the period from December 1, 2000 through November 30, 2001, at

the annual rate of Two Million Five Hundred Seventy-three Thousand Seventy-seven Dollars and Fifty Cents (\$2,573,077.50) payable in advance in equal monthly installments of Two Hundred Fourteen Thousand Four Hundred Twenty-three Dollars and Thirteen Cents (\$214,423.13) on December 1, 2000 and on the first day of each calendar month thereafter occurring during such period; (b) during the period from December 1, 2001 through November 30, 2002, at the annual rate of Seven Million Seven Hundred Nineteen Thousand Two Hundred Thirty-two Dollars and Fifty Cents (\$7,719,232.50) payable in advance in equal monthly installments of Six Hundred Forty-three Thousand Two Hundred Sixty-nine Dollars and Thirty-eight Cents (\$643,269.38) on December 1, 2001 and on the first day of each calendar month thereafter occurring during such period; and (c) during the period from December 1, 2002 through November 30, 2030, at the annual rate of Ten Million Two Hundred Ninety-two Thousand Three Hundred Ten Dollars and No Cents (\$10,292,310.00) payable in advance in equal monthly installments of Eight Hundred Fifty-seven Thousand Six Hundred Ninety-two Dollars and Fifty Cents (\$857,692.50) on December 1, 2002 and on the first day of each calendar month thereafter occurring during such period. The basic rental set forth in paragraph (c) of this Section shall be adjusted during the term of the letting in accordance with the provisions of Section 4 of this Agreement.

Section 4. Escalation of Basic Rental

(a) As used in paragraph (b) of this Section:

(1) "Index" shall mean the Consumer Price Index for All Urban Consumers - New York-Northern New Jersey-Long Island, NY-NJ-CT (All Items, unadjusted 1982-84=100) published by the Bureau of Labor Statistics of the United States Department of Labor.

(2) "Base Period" shall mean, as the context requires, the calendar month of November, 2001 and the calendar month of November (excluding November, 2029 and 2030) in each calendar year which thereafter occurs during the term of the letting under this Agreement.

(3) "Adjustment Period" shall mean, as the context requires, the calendar month of November, 2002 and the calendar month of November (excluding November, 2030) in each calendar year which thereafter occurs during the term of the letting under this Agreement.

(4) "Anniversary Date" shall mean, as the context requires, December 1, 2002 and each anniversary of such date which thereafter occurs during the term of the letting under this Agreement.

(5) "Percentage Increase" shall mean the percentage of increase in the Index on each Anniversary Date equal to a fraction the numerator of which shall be the Index for the Adjustment Period immediately preceding such Anniversary Date less the Index for the Base Period preceding such Adjustment Period by one year and the denominator of which shall be the Index for the Base Period preceding such Adjustment Period by one year.

(b) Commencing on each Anniversary Date and for the period commencing with such Anniversary Date and continuing through to the day preceding the next Anniversary Date, or the expiration date of the term of the letting under this Agreement, as the case may be, both dates inclusive, in lieu of the basic rental set forth in paragraph (c) of Section 3 hereof the Lessee shall pay a basic rental at a rate per annum equal to the greater of:

(1) the sum obtained by adding to the basic rental payable immediately prior to such Anniversary Date (including all amounts included therein as a result of prior adjustments thereof pursuant to the provisions of this paragraph) the product obtained by multiplying such basic rental by one hundred percent (100%) of the Percentage Increase for such Anniversary Date; provided, however, that for purposes of the calculation of the basic rental payable for the one-year period commencing on December 1, 2002, the basic rental payable immediately prior to such Anniversary Date shall be deemed to be the basic rental set forth in paragraph (c) of Section 3 hereof; or

(2) the product obtained by multiplying the basic rental payable immediately prior to such Anniversary Date (including all amounts included therein as a result of prior adjustments thereof pursuant to the provisions of this paragraph) by one hundred two and five one-hundredths percent (102.5%); provided, however, that for purposes of the calculation of the basic rental payable for the one-year period commencing on December 1, 2002, the basic rental payable immediately prior to such Anniversary Date shall be deemed to be the basic rental set forth in paragraph (c) of Section 3 hereof.

Notwithstanding any other provision of this Agreement, the basic annual rental that shall be payable pursuant to Section 3 hereof and this Section commencing with each Anniversary Date and continuing through to the day preceding the following Anniversary Date, or the expiration date of the term of the letting under this Agreement, as the case may be, both dates inclusive, shall in no event exceed the product obtained by multiplying the basic rental payable immediately prior to such Anniversary Date

(including all amounts included therein as a result of prior adjustments thereof pursuant to the provisions of this paragraph) by one hundred four percent (104%); provided, however, that for purposes of the calculation of the basic rental payable for the one-year period commencing on December 1, 2002, the basic rental payable immediately prior to such Anniversary Date shall be deemed to be the basic rental set forth in paragraph (c) of Section 3 hereof. For example, if the Percentage Increase for the calendar month of November, 2002 is shown to be three percent (3%) then the basic annual rental payable under paragraph (c) of Section 3 hereof and this Section for the one-year period commencing December 1, 2002 shall be \$10,292,310.00 plus three percent (3%) thereof or \$10,601,079.30, but if (1) said increase is shown to be two percent (2%) or less then the basic annual rental for that one-year period shall be \$10,549,617.75, and if (2) said increase is shown to be five percent (5%) or more then the basic annual rental for that one-year period shall be \$10,704,002.40.

(c) In the event the Index to be used in computing any adjustment referred to in paragraph (b) of this Section is not available on the effective date of such adjustment, the Lessee shall continue to pay the basic rental at the annual rate then in effect subject to retroactive adjustment at such time as the specified Index becomes available, provided, however, that the Port Authority may at its option substitute for such Index the Index for the latest preceding month then published to constitute the specified Index. In the event the United States Consumer Price Index for All Urban Consumers - New York-Northern New Jersey-Long Island, NY-NJ-CT (All Items, unadjusted 1982-84=100) shall hereafter be converted to a different standard reference base or otherwise revised or the United States Department of Labor shall cease to publish the United States Consumer Price Index for All Urban Consumers - New York-Northern New Jersey-Long Island, NY-NJ-CT (All Items, unadjusted 1982-84=100), then for the purposes hereof there shall be substituted for the Index such other appropriate index or indices properly reflecting changes in the value of current United States money in a manner similar to that established in the Index used in the latest adjustment as the Port Authority may in its discretion determine.

If after an adjustment in basic rental shall have been fixed for any period, the Index used for computing such adjustment shall be changed or adjusted, then the rental adjustment for that period shall be recomputed and from and after notification of the change or adjustment, the Lessee shall make payments based upon the recomputed rental and upon demand shall pay any excess in the basic rental due for such period as recomputed over amounts theretofore actually paid on account of the basic rental for such period. If such change or adjustment results in a reduction in the basic rental due for any period

prior to notification, the Port Authority will credit the Lessee with the difference between the basic rental as recomputed for that period and amounts of basic rental actually paid.

If any adjustment of basic rental referred to in paragraph (b) of this Section is effective on a day other than the first day of a calendar month, there shall be payable in advance on the effective date of rental adjustment an installment of basic rental equal to 1/12th of the increment of annual basic rental as adjusted multiplied by a fraction, the numerator of which shall be the number of days from the effective date of the rental adjustment to the end of the calendar month in which the rental adjustment was effective and the denominator of which shall be the number of days in that calendar month.

Section 5. Container Throughput Rental

(a) For purposes of this Agreement, the following terms shall have the meanings set forth below:

(1) "Lease Year" shall mean each twelve-month period commencing on December 1st and ending on November 30th to occur during the term of the letting under this Agreement;

(2) "Qualified Containers" shall mean cargo containers loaded onto or discharged from vessels berthing at the premises (whether or not stuffed or stripped at the premises, whether or not so loaded or discharged by means of container cranes, and whether or not empty or containing cargo), including without limitation any specialized cargo containers such as flat-racks (flat-racks when empty and bundled together as one unit shall be counted as one container), and shall also be deemed to mean mafis and trailers, and vehicles (every five vehicles shall be counted as one container); but shall not mean containers arriving on shipboard and departing on the same ship and the same voyage if such containers are merely unloaded from the ship at the premises and reloaded in the course of a restowing operation or are merely moved from one location to another location on the same ship in the course of a shifting operation. Containers discharged from vessels berthing at the premises and loaded onto vessels berthing at the premises in the course of a transshipment operation shall be deemed to have been both discharged from such vessels and loaded onto such vessels in one movement for each container for purposes of the computation of the rental payable under this Section. Every eighteen (18) Revenue Tons (as defined in subparagraph 4 hereof) of Non-container Cargo (as defined in subparagraph 3 hereof) shall be counted as one container for purposes of the computation of the rental payable under this Section. Military Cargo and Preference Cargo shall be counted for purposes of the computation of the rental payable under this

Section as set forth above in this subparagraph, but shall not be counted as cargo for purposes of Section 40 of this Agreement;

(3) "Non-container Cargo" shall mean cargo, including without limitation breakbulk cargo but excluding vehicles, not in cargo containers loaded onto or discharged from vessels berthing at the premises;

(4) "Revenue Ton" shall mean one long ton (a weight of 2,240 pounds);

(5) "Exemption Number" shall mean the sum of three hundred thousand (300,000);

Whenever reference is made to the Exemption Number, it shall mean the Exemption Number reduced by operation of the proration provisions hereof.

(6) "Throughput Rental Rate" shall mean Seventeen Dollars and No Cents (\$17.00). The Throughput Rental Rate shall be adjusted during the term of the letting in accordance with the provisions of Section 6 of this Agreement.

(b) The Lessee shall pay to the Port Authority a container throughput rental (hereinafter called the "Container Throughput Rental") for each Lease Year occurring during the term of the letting under this Agreement equal to the product obtained by multiplying (1) the Throughput Rental Rate for such Lease Year by (2) the number of Qualified Containers in excess of the Exemption Number loaded onto or discharged from vessels berthing at the premises during such Lease Year. The computation of the Container Throughput Rental for each Lease Year, or a portion of a Lease Year, shall be individual to such Lease Year, or such portion of a Lease Year, and without relation to any other Lease Year, or any other portion of any Lease Year. The time for making payment of the Container Throughput Rental, and the method of calculation thereof, shall be as set forth in paragraph (c) of this Section. The Container Throughput Rental shall be payable on a monthly basis, as set forth in paragraph (c) of this Section, based on the number of Qualified Containers loaded onto or discharged from vessels berthing at the premises during the month.

(c) The Lessee shall pay the Container Throughput Rental as follows: on January 30, 2001, and on the 30th day of each and every month thereafter occurring during the first Lease Year and each subsequent Lease Year occurring during the term of the letting (or the 28th day if a February and the 29th of February if a leap year), including the month following the end of each such Lease Year, the Lessee shall render to the Port Authority a statement certified by a responsible officer of the

Lessee showing the total number of Qualified Containers loaded onto or discharged from vessels berthing at the premises during the preceding month and the cumulative number of Qualified Containers loaded onto or discharged from vessels berthing at the premises from the date of the commencement of the Lease Year for which the report is made through the last day of the preceding month; each monthly statement shall be accompanied by monthly vessel activity reports to substantiate the statement, showing the total number of Qualified Containers loaded onto or discharged from vessels berthing at the premises during the month for which the report is made, and such statement shall also include terminal statistics and measures relating to containers handled at and discharged to and from the premises as detailed and reasonably required from time to time by the Port Authority. Whenever any monthly statement shall show that the cumulative number of Qualified Containers loaded onto or discharged from vessels berthing at the premises during the Lease Year for which the report is made is in excess of the Exemption Number, the Lessee shall pay to the Port Authority at the time of rendering such statement and at the time of rendering each subsequent monthly statement for such Lease Year, and the month following such Lease Year, an amount equal to the product obtained by multiplying (1) the Throughput Rental Rate for such Lease Year by (2) the number of Qualified Containers loaded onto or discharged from vessels berthing at the premises during the month for which such report is made. For purposes of the reporting requirements under the provisions of this paragraph and paragraph (d) of this Section and the payment of the Container Throughput Rental under the provisions of this Section, the monthly statements provided by the Lessee to the Port Authority shall include and shall state separately the aforesaid required information with respect to cargo counted as containers under the provisions of subparagraph (2) of paragraph (a) of this Section, and the payments of the Container Throughput Rental made pursuant to the provisions of this paragraph and paragraph (d) of this Section shall include payment of the Container Throughput Rental for said cargo counted as containers.

(d) Upon any termination of the letting hereunder (even if stated to have the same effect as expiration), the number of Qualified Containers shall be reported and the Container Throughput Rental shall be paid on the 30th day of the first month following the month in which the effective date of such termination occurs, as follows: the Lessee shall render to the Port Authority a statement certified by a responsible officer of the Lessee showing the total number of Qualified Containers loaded onto or discharged from vessels berthing at the premises during the Lease Year in which the effective date of termination falls; the payment then due on account of all Container Throughput Rental for the Lease Year in which the effective date of termination falls shall be the excess of the Container

Throughput Rental for such Lease Year, computed as follows, over the total of all Container Throughput Rental payments previously made by the Lessee for such Lease Year: an amount equal to the product obtained by multiplying (1) the Throughput Rental Rate for such Lease Year by (2) the number of Qualified Containers in excess of the Exemption Number loaded onto or discharged from vessels berthing at the premises during such Lease Year, with the Exemption Number to be multiplied by a fraction, the numerator of which shall be the number of days from the commencement of such Lease Year to the effective date of termination and the denominator of which shall be 365. Any amount of the Container Throughput Rental determined to be owed to the Port Authority pursuant to such calculation shall be paid by the Lessee at the time of rendering the statement.

(e) In the event that the Lessee shall at any time by the provisions of this Agreement become entitled to an abatement of basic rental, then the Exemption Number shall be reduced proportionately to the reduction of the basic rental.

(f) Except for the reduction of the Exemption Number as set forth in paragraph (e) of this Section, the rentals payable under this Section shall not be subject to abatement or suspension or reduction for any reason whatsoever.

(g) Notwithstanding any provision of this Section, and without limiting the generality of any provision of Section 7 hereof, the Lessee shall not be permitted to handle bulk cargo at the premises without the prior and continuing written consent of the Port Authority, with the giving, withholding and withdrawing of such consent to be within the sole discretion of the Port Authority. Any such written consent shall be provided by the Port Authority to the Lessee, if at all, prior to the commencement of the Lease Year and shall be effective solely for said Lease Year, except that the Port Authority may revoke such permission at any time during said Lease Year by written notice to the Lessee.

Section 6. Escalation of Throughput Rental Rate

(a) As used in paragraph (b) of this Section:

(1) "Index" shall mean the Consumer Price Index for All Urban Consumers - New York-Northern New Jersey-Long Island, NY-NJ-CT (All Items, unadjusted 1982-84=100) published by the Bureau of Labor Statistics of the United States Department of Labor.

(2) "Base Period" shall mean, as the context requires, the calendar month of November, 2001 and the calendar month of November (excluding November, 2029 and

2030) in each calendar year which thereafter occurs during the term of the letting under this Agreement.

(3) "Adjustment Period" shall mean, as the context requires, the calendar month of November, 2002 and the calendar month of November (excluding November, 2030) in each calendar year which thereafter occurs during the term of the letting under this Agreement.

(4) "Anniversary Date" shall mean, as the context requires, December 1, 2002 and each anniversary of such date which thereafter occurs during the term of the letting under this Agreement.

(5) "Percentage Increase" shall mean the percentage of increase in the Index on each Anniversary Date equal to a fraction the numerator of which shall be the Index for the Adjustment Period immediately preceding such Anniversary Date less the Index for the Base Period preceding such Adjustment Period by one year and the denominator of which shall be the Index for the Base Period preceding such Adjustment Period by one year.

(b) Commencing on each Anniversary Date and for the period commencing with such Anniversary Date and continuing through to the day preceding the next Anniversary Date, or the expiration date of the term of the letting under this Agreement, as the case may be, both dates inclusive, in lieu of the Throughput Rental Rate of Seventeen Dollars and No Cents (\$17.00) as defined in subparagraph (6) of paragraph (a) of Section 5 of this Agreement, the Lessee shall pay a Throughput Rental Rate at a rate per annum equal to the greater of:

(1) the sum obtained by adding to the Throughput Rental Rate payable immediately prior to such Anniversary Date including all amounts included therein as a result of prior adjustments thereof pursuant to the provisions of this paragraph the product obtained by multiplying such Throughput Rental Rate by one hundred percent (100%) of the Percentage Increase for such Anniversary Date, or

(2) the product obtained by multiplying the Throughput Rental Rate payable immediately prior to such Anniversary Date including all amounts included therein as a result of prior adjustments thereof pursuant to the provisions of this paragraph by one hundred two and five one-hundredths percent (102.5%).

Notwithstanding any other provision of this Agreement, the Throughput Rental Rate that shall be payable pursuant to Section

5 hereof and this Section commencing with each Anniversary Date and continuing through to the day preceding the following Anniversary Date, or the expiration date of the term of the letting under this Agreement, as the case may be, both dates inclusive, shall in no event exceed the product obtained by multiplying the Throughput Rental Rate payable immediately prior to such Anniversary Date including all amounts included therein as a result of prior adjustments thereof pursuant to the provisions of this paragraph by one hundred four percent (104%). For example, if the Percentage Increase for the calendar month of November, 2002 is shown to be three percent (3%) then the Throughput Rental Rate payable under Section 5 hereof and this Section for the one-year period commencing December 1, 2002 shall be Seventeen Dollars and No Cents (\$17.00) plus three percent (3%) thereof or Seventeen Dollars and Fifty-one Cents (\$17.51), but if (1) said increase is shown to be two percent (2%) or less then the Throughput Rental Rate for that one-year period shall be Seventeen Dollars and Forty-three Cents (\$17.43), and if (2) said increase is shown to be five percent (5%) or more then the Throughput Rental Rate for that one-year period shall be Seventeen Dollars and Sixty-eight Cents (\$17.68).

(c) In the event the Index to be used in computing any adjustment referred to in paragraph (b) of this Section is not available on the effective date of such adjustment, the Lessee shall continue to pay the Throughput Rental Rate at the annual rate then in effect subject to retroactive adjustment at such time as the specified Index becomes available, provided, however, that the Port Authority may at its option substitute for such Index the Index for the latest preceding month then published to constitute the specified Index. In the event the United States Consumer Price Index for All Urban Consumers - New York-Northern New Jersey-Long Island, NY-NJ-CT (All Items, unadjusted 1982-84=100) shall hereafter be converted to a different standard reference base or otherwise revised or the United States Department of Labor shall cease to publish the United States Consumer Price Index for All Urban Consumers - New York-Northern New Jersey-Long Island, NY-NJ-CT (All Items, unadjusted 1982-84=100), then for the purposes hereof there shall be substituted for the Index such other appropriate index or indices properly reflecting changes in the value of current United States money in a manner similar to that established in the Index used in the latest adjustment as the Port Authority may in its discretion determine.

If after an adjustment in the Throughput Rental Rate shall have been fixed for any period, the Index used for computing such adjustment shall be changed or adjusted, then the Throughput Rental Rate adjustment for that period shall be recomputed and from and after notification of the change or adjustment, the Lessee shall make payments based upon the

recomputed Throughput Rental Rate and upon demand shall pay any excess in the Container Throughput Rental due for such period as recomputed over amounts theretofore actually paid on account of the Throughput Rental Rate for such period. If such change or adjustment results in a reduction in the Container Throughput Rental due for any period prior to notification, the Port Authority will credit the Lessee with the difference between the Container Throughput Rental as recomputed for that period and amounts of Container Throughput Rental actually paid.

Section 7. Rights of User

(a) The Lessee shall use the premises for the following purposes only, and for no other purpose whatsoever: (1) the loading and unloading predominately of cargo housed in containers, and also of non-containerized cargo, such bulk cargo as shall have the prior and continuing consent of the Port Authority, and ships' stores, supplies and gear on or from seagoing vessels and other craft permitted to be berthed in the berthing area; (2) the receipt, handling, delivery, and storage incidental to the transportation of cargo (whether or not in cargo containers) transported or to be transported by seagoing vessels permitted to be berthed in the berthing area, and of ships' stores, supplies and gear for such vessels; (3) the parking of motor vehicles owned or operated by the Lessee or by the employees of the Lessee or by persons doing business with it at the Facility for the purposes set forth in this Section; (4) the storage of cargo-handling equipment and necessary amounts of dunnage, used in the operations of the Lessee under this Agreement; and (5) the maintenance of office space solely for purposes incidental to the operations of the Lessee set forth in this Section.

(b) The Lessee shall have the right to berth in the berthing area seagoing vessels for which the Lessee acts as stevedore or terminal operator, carrying or about to carry general cargo, and tugboats, barges, lighters and other harbor craft serving such seagoing vessels, for loading or discharge of cargo, ships' stores, supplies and gear. Such loading and discharge from seagoing vessels may be accomplished in the berthing area through the medium of barges, lighters, and other harbor craft moored inshore or offshore. The Lessee shall have the exclusive right to collect dockage and wharf usage charges from seagoing vessels and all other craft, subject to all the terms and provisions of this Agreement. The Lessee shall not use or permit the use of the berthing area except as hereinabove provided.

Section 8. Construction by Lessee

(a) (1) The Lessee understands that construction and installation work is required with respect to its occupancy of and operations on the premises, and the Lessee agrees to and shall perform the following items of work with respect to the premises (which work is hereinafter called "the Lessee's Construction Work" and each specific item thereof as described respectively in the following subdivisions (i) through (ix) is hereinafter called the "Specific Work Item"): (i) the upgrading of approximately one thousand eight hundred seventy-five (1,875) linear feet of the waterside crane rail on Berths 57 through 61 to a load bearing capacity of twenty-four thousand (24,000) pounds per foot, (ii) the extension of the one hundred foot (100') gauge crane rail onto Berths 59 and 61 by approximately one thousand three hundred eighty (1,380) linear feet, (iii) the repair and/or upgrading of the existing pavement where necessary, (iv) the construction of a gatehouse and pre check facility, (v) the removal of buildings and other structures not required by the Lessee, (vi) the construction or renovation of administration buildings and maintenance and repair facilities, (vii) the reinforcement of approximately one thousand eight hundred seventy-five (1,875) linear feet of the berth eastward from Station 31+50 to allow the dredging of the berthing area to fifty-two (52) feet below mean low water, (viii) the dredging of approximately one thousand eight hundred seventy-five (1,875) linear feet of the berthing area eastward from Station 31+50 to forty-nine (49) feet below mean low water, and (ix) the dredging of approximately one thousand eight hundred seventy-five (1,875) linear feet of the berthing area eastward from Station 31+50 to fifty-two (52) feet below mean low water. Except as set forth in subparagraphs (3) and (4) of this paragraph, the Lessee shall perform the Lessee's Construction Work at its sole cost and expense and the Port Authority shall have no obligation to pay for any of the Lessee's Construction Work.

(2) The Lessee agrees that it will expend no less than Sixty-three Million Dollars and No Cents (\$63,000,000.00) on the Lessee's Construction Work during the period from December 1, 2000 through November 30, 2005, with such sum to include the costs of engineering services, consulting services, surveys, and construction management fees, but not to include the costs of container cranes and other equipment or of trade fixtures removable without material damage to the premises. The Lessee further agrees to complete the Lessee's Construction Work by November 30, 2005, subject to the provisions of subparagraph (4) of this paragraph. On or about January 10, 2002 and on or about each anniversary of such date which thereafter occurs through the January 10th next following the Lease Year in which the Lessee's Construction Work is completed, the Lessee shall certify to the Port Authority by written certification subscribed by a

responsible officer of the Lessee: (i) the amount of the Lessee's Construction Work performed by the Lessee during the immediately preceding full Lease Year; (ii) the cost of such work for each Specific Work Item and the total payments made by the Lessee on account of such cost during such Lease Year on each Specific Work Item; (iii) that except for the amount, if any, stated in such certificate to be due for services and materials, there is no outstanding indebtedness known to the person signing such certificate, after due inquiry, then due on account of the purchase of any equipment or fixtures described in the certificate or for labor, wages, materials, supplies or services in connection with the Lessee's Construction Work which, if unpaid, might become the basis of a vendor's, mechanic's, laborer's or materialmen statutory or similar lien or alleged lien upon such work or upon the premises or any part thereof, or upon the Lessee's leasehold interest therein, nor are any of the equipment or fixtures described in such certificate (but not including container cranes, straddle carriers, yard hustlers and other mobile cargo handling equipment) secured by any liens, mortgages, security interests or other encumbrances. Nothing contained herein shall be deemed or construed as a submission by the Port Authority to the application to itself of any such lien; and (iv) the work for which payment has been made as set forth in the certificate has been performed in accordance with the Lessee's approved plans and specifications and the provisions of this Agreement. Such certificate shall also contain a certification by the architect or engineer who sealed the Lessee's plans and specifications pursuant to the provisions of paragraph (c) of this Section certifying that all of the work described in the Lessee's certificate has been performed in accordance with the approved plans and specifications. The Lessee shall also supply to the Port Authority such supporting documents and records as the Port Authority shall deem necessary to substantiate the matters set forth in the Lessee's certificate. In addition, the Port Authority shall have all of the rights of audit with respect to the Lessee's Construction Work as are set forth in Section 43 of this Agreement.

(3) The Lessee shall be entitled to a credit against the basic rental payable under Section 3 of this Agreement in the amount of Five Hundred Thousand Dollars and No Cents (\$500,000.00) (which amount is hereinafter called "the Qualifying Dredging Cost") on account of the Lessee's performance of the dredging of the berthing area to forty-nine (49) feet below mean low water, as set forth in subdivision (viii) of subparagraph (1) of this paragraph (which Specific Work Item is hereinafter in this Agreement called "the Dredging"). On and after the first day of the first full calendar month following the delivery to the Lessee by the Port Authority of the certificate of final completion under paragraph (c) of this Section covering the Dredging, the Port Authority shall credit

against the installments of basic rental payable by the Lessee under Section 3 hereof an amount equivalent to the Qualifying Dredging Cost until such amount is exhausted. Neither the whole nor any part of the Qualifying Dredging Cost shall be or become or shall constitute a debt due and owing from the Port Authority to the Lessee nor shall said amount be recoverable or applicable in any manner other than as specifically provided for in this subparagraph, including but not limited to a set-off or counterclaim in any action by the Port Authority against the Lessee for rental or other claims.

(4) The Lessee agrees that it will complete the Dredging by November 30, 2005, and that it will complete the dredging of the berthing area to fifty-two (52) feet below mean low water, as set forth in subdivision (ix) of subparagraph (1) of this paragraph (hereinafter in this Agreement called the "Fifty-two Foot Dredging"), within one year of the date of the completion of the Fifty Foot Deepening (as defined in Section 40(d) hereof). The Port Authority shall not be obligated to provide any rental credit with respect any portion of the Qualifying Dredging Cost for any item constituting a portion of the Dredging which has been constructed or installed subsequent to November 30, 2005. Notwithstanding any provision of this Section, the Lessee's respective obligation to perform the Dredging and the Fifty-two Foot Dredging shall be conditioned upon all necessary permits and governmental authorizations for the respective dredging having been obtained and said obligation shall be postponed for any such period as the obtaining of said permits and governmental authorizations for the respective dredging shall be delayed; provided, however, that the Lessee shall have made timely, diligent and continuous efforts to obtain any such permits and governmental authorizations and upon obtaining them shall have proceeded to the completion of the respective dredging as expeditiously as possible. In addition, the Lessee's obligation to complete the Dredging shall be postponed for one day for each day past December 31, 2004 that the completion of the Forty-five Foot Deepening (as defined in Section 42(d) hereof) is delayed; provided, however, that no postponement under the provisions of this sentence shall postpone the date upon which the Lessee is obligated to complete the expenditure of Sixty-three Million Dollars and No Cents (\$63,000,000.00) on the Lessee's Construction Work.

(5) The Port Authority has entered into a Project Cooperation Agreement with the United States Department of Army for the construction of the Kill Van Kull and Newark Bay Channels, New York and New Jersey, dated as of January 13, 1999 (hereinafter, as the same has been or may hereinafter be amended or supplemented, called the "Cooperation Agreement"). In the event that the Port Authority shall enter into a subsequent agreement regarding any additional construction of the Kill Van

Kull and Newark Bay Channels of a similar nature to the Cooperation Agreement, the provisions of this subparagraph shall apply with respect to said subsequent agreement and the Lessee's obligations hereunder as if it were the Cooperation Agreement. In connection with the Cooperation Agreement, the Port Authority (i) has undertaken or may in the future undertake certain obligations respecting the operation and maintenance of the "local service facilities" in a manner compatible with the authorized purposes of the "Project" (as such quoted terms are defined in the Cooperation Agreement); and (ii) has authorized the "Government" to enter upon property that the Port Authority now or hereafter owns or controls for access to the "general navigation features" (as such quoted terms are defined in the Cooperation Agreement) for the purpose of inspection and, if necessary, for the purpose of operating and maintaining the general navigation features. The performance by the Lessee of the Dredging and Fifty-two Foot Dredging as required in this paragraph is therefore a special consideration and inducement to the making of this Agreement by the Port Authority, and the Lessee further covenants and agrees that if the United States Corps of Engineers or any other governmental office or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with the Cooperation Agreement shall make orders, recommendations or suggestions respecting the performance of dredging of any portion or portions of the berthing area in addition to the Dredging and the Fifty-two Foot Dredging, the Lessee will promptly comply therewith at its sole cost and expense, at the time or times, when and to the extent that the Port Authority may direct; provided, however, that the Port Authority agrees with the Lessee that the Port Authority will treat the Lessee in the same manner that the Port Authority treats other marine terminal operators in the Port (as defined in Section 40(a)(3)) hereof under its jurisdiction; and further provided, that, nothing stated above in this proviso shall grant to any third party any rights against the Port Authority or create any obligations on the part of the Port Authority with respect to any third party. Notwithstanding any provision to the contrary set forth above in this paragraph, the Lessee shall have no obligation under the provisions of this paragraph to dredge the approximately one thousand three hundred fifty-eight (1,358) linear feet of the berthing area immediately east of Station 6+42.

(6) If the Lessee obtains any funding with respect to the Lessee's Construction Work from a third party or parties, the Lessee agrees that in no event shall such third party or parties obtain, directly or indirectly, in connection with such funding any security or other financial interest, lien or other rights in or to this Agreement, the Lessee's interest in the leasehold estate created hereunder or the premises hereunder or any portion thereof.

(7) In addition to the Lessee's Construction Work, as defined in paragraph (a)(1) of this Section, the Lessee shall have the right but shall not be required to perform the following work (which work is hereinafter called "the Lessee's Additional Work" and each specific item thereof as described respectively in the following subdivisions (aa) through (ee) is hereinafter called the "Additional Specific Work Item"): (aa) the upgrading of approximately four hundred twenty-five (425) linear feet of the waterside crane rail on Berth 63 to a load bearing capacity of twenty-four thousand (24,000) pounds per foot, (bb) the extension of the one hundred foot (100') gauge crane rail onto Berth 63 by approximately four hundred twenty-five (425) linear feet, (cc) the reinforcement of approximately four hundred twenty-five (425) linear feet of the berth eastward from Station 50.75 to allow the dredging of the berthing area to fifty-two (52) feet below mean low water, (dd) the dredging of approximately four hundred twenty-five (425) linear feet of the berthing area eastward from Station 50.75 to forty-nine (49) feet below mean low water, and (ee) the dredging of approximately four hundred twenty-five (425) linear feet of the berthing area eastward from Station 50.75 to fifty-two (52) feet below mean low water. The Lessee shall perform the Lessee's Additional Work at its sole cost and expense and the Port Authority shall have no obligation to pay for the performance of any of the Lessee's Additional Work. The Lessee's right to perform the Lessee's Additional Work shall be conditioned upon the addition to the premises of the Added Space, as such term is defined in Section 44 hereof, pursuant to the provisions of said Section 44, and none of the Lessee's Additional Work shall be performed unless and until the Added Space shall be so added to the premises under this Agreement. Except as set forth below, the Lessee's Additional Work shall be and be deemed part of the Lessee's Construction Work for all purposes of this Agreement, including, but not limited to, the provisions of this Section. Without limiting the generality of the provisions of the immediately preceding sentence, the Lessee's expenditures on the Lessee's Additional Work shall be credited toward the obligation of the Lessee under paragraph (a)(2) of this Section to expend Sixty-three Million Dollars and No Cents (\$63,000,000.00) only in the event that the Lessee shall give the Port Authority written notice prior to the commencement of any Additional Specific Work Item that the Lessee elects to have the cost of said Additional Specific Work Item credited against said Sixty-three Million Dollars and No Cents (\$63,000,000.00) (which Additional Specific Work Item so elected by the Lessee is hereinafter called the "Elected Work Item"); each Elected Work Item, if any, shall be subject to the Contracts of Guaranty described in Section 49 hereof; the Lessee's Additional Work shall not have to be completed within any specific time period; the Lessee's Additional Work and each Additional Specific Work Item thereof shall be subject to the reporting and certification requirements

of paragraph (a) (2) of this Section, and to the Port Authority's right of audit set forth in Section 43 hereof; the Lessee's Additional Work and each Additional Specific Work Item thereof shall be subject to the provisions of paragraph (o) of this Section; and no part of the Additional Work shall be deemed part of the Dredging or the Fifty-two Foot Dredging for purposes of paragraph (e) of Section 40 hereof or paragraphs (d) and (g) of Section 41 hereof.

(8) The Lessee acknowledges that the Dredging, as defined in paragraph (a) (3) of this Section, is being incurred by the Lessee to allow the improvements being constructed as part of the Lessee's Construction Work to be used for the Lessee's intended business purposes under this Agreement, and the Lessee understands that maintenance dredging will be required on a regular basis, as contemplated under this Agreement, in order to maintain the depth of the berthing area so dredged.

(9) The Port Authority shall not take any position in its financial statements that is inconsistent with the Lessee's claims for federal, state and local income tax purposes (or any such claims made by the members of the Lessee) of items of deduction, depreciation, amortization and tax credit with respect to the Lessee's Construction Work and the Lessee's Additional Work, and any repairs or improvements made thereto by the Lessee, throughout the term of the letting under this Agreement.

(b) With respect to the Lessee's Construction Work the Lessee shall indemnify and save harmless the Port Authority, and its Commissioners, officers, agents and employees against the following distinct and several risks, whether they arise from acts or omissions of the Lessee, any contractors of the Lessee, the Port Authority, third persons, or from acts of God or the public enemy, or otherwise, excepting only risks which result solely from affirmative wilful acts done by the Port Authority, its Commissioners, officers, agents or employees subsequent to commencement of the work:

(1) The risk of loss or damage to all such construction prior to the completion thereof. In the event of such loss or damage, the Lessee shall forthwith repair, replace and make good the work without cost to the Port Authority;

(2) The risk of death, injury or damage, direct or consequential, to the Port Authority, and its Commissioners, officers, agents and employees, and to its or their property, arising out of or in connection with the performance of the Lessee's Construction Work. The Lessee shall indemnify the Port Authority, and its

Commissioners, officers, agents and employees, for all such injuries and damages, and for all loss suffered by reason thereof;

(3) The risk of claims and demands, just or unjust, by third persons against the Port Authority, and its Commissioners, officers, agents and employees, arising or alleged to arise out of the performance of the Lessee's Construction Work. The Lessee shall indemnify the Port Authority, and its Commissioners, officers, agents and employees, against and from all such claims and demands, and for all loss and expense incurred by it and by them in the defense, settlement or satisfaction thereof including without limitation thereto, claims and demands for death, for personal injury or for property damage, direct or consequential.

(c) Prior to the commencement of any Specific Work Item, the Lessee shall submit to the Port Authority for its approval a Construction Application in the form supplied by the Port Authority, and containing such terms and conditions as the Port Authority may include, setting forth in detail by appropriate plans and specifications the work the Lessee proposes to perform and the manner of and time periods for performing the same, including without limitation a schedule listing each contract proposed to be entered into for the performance of the work and the estimated cost of the work to be performed under each such contract. The data to be supplied by the Lessee shall identify the Specific Work Item, and shall describe in detail the systems, improvements, fixtures and equipment to be installed by the Lessee. The Lessee shall be responsible at its sole expense for retaining all architectural, engineering and other technical consultants and services as may be directed by the Port Authority and for developing, completing and submitting detailed plans and specifications for the Specific Work Item. The plans and specifications to be submitted by the Lessee shall be in sufficient detail for a contractor to perform the work and shall bear the seal of a qualified architect or professional engineer who shall be responsible for the administration of the work in accordance with the Port Authority's requirements. In connection with review by the Port Authority of the Lessee's submissions under this Section, the Lessee shall submit to the Port Authority, at the Port Authority's request, such additional data, detail or information as the Port Authority may find necessary. Following the Port Authority's receipt of the Lessee's Construction Application and complete plans and specifications, the Port Authority shall give its written approval or rejection thereof, or shall request such revisions or modifications thereto as the Port Authority may find necessary. The Port Authority shall endeavor to complete its initial review of the Construction Application and plans and specifications within thirty (30)

business days after the Port Authority's receipt of a Construction Application and plans and specifications deemed by the Port Authority to be complete, and shall endeavor to complete its review of each revision or modification thereof within twenty (20) business days of the Port Authority's receipt of a revision or modification deemed by the Port Authority to be complete; provided, that, each such Construction Application and plans and specifications and/or revision or modification thereof shall be prepared in accordance with the highest professional standards, of uniformly high quality and well coordinated with respect to all engineering and architectural disciplines. The Lessee shall not engage any contractor or permit the use of any subcontractor unless and until each such contractor or subcontractor, and the contract such contractor is operating under, have been approved by the Port Authority. The Lessee shall include in any such contract or subcontract such provisions as are required in accordance with the provisions of this Agreement and the Construction Application approved by the Port Authority. The Lessee shall obtain and maintain or cause each contractor to obtain and maintain in force such insurance coverage as is described in paragraphs (i) and (j) of this Section and such performance bonds as the Port Authority may specify. All of the Specific Work Items of the Lessee's Construction Work shall be performed by the Lessee in accordance with the Construction Application and final plans and specifications approved by the Port Authority, shall be subject to inspection by the Port Authority during the progress of the work and after the completion thereof, and the Lessee shall redo or replace at its own expense any work not done in accordance therewith. Upon final completion of each Specific Work Item the Lessee shall deliver to the Port Authority a certificate to such effect signed by a responsible officer of the Lessee and by the architect or engineer who sealed the Lessee's plans pursuant to the provisions of this paragraph with respect to the Specific Work Item certifying that all of the work has been performed in accordance with the approved plans and specifications and the provisions of this Agreement, and the Lessee shall supply the Port Authority with one (1) set of as-built drawings of the Specific Work Item in such form as the Port Authority shall determine. The Lessee shall keep said drawings current during the term of the letting under this Agreement. No changes or modifications to the Lessee's Construction Work shall be made without prior Port Authority consent. Following its receipt of the Lessee's certificate, the Port Authority shall promptly inspect the Specific Work Item and unless such certification is not correct, or the Port Authority determines that the premises is unsuitable for occupancy and use by the Lessee, a certificate of final completion as to such Specific Work Item shall be delivered to the Lessee by the Port Authority.

(d) Except as set forth in paragraph (e) of this Section, the Lessee shall not commence any portion of the Lessee's Construction Work until the Construction Application and plans and specifications covering such work, referred to in paragraph (c) of this Section, have been finally approved by the Port Authority.

(e) If the Lessee desires to commence construction of portions of any Specific Work Item of the Lessee's Construction Work prior to the approval by the Port Authority of the complete Construction Application and plans and specifications covering all of such Specific Work Item pursuant to paragraph (c) of this Section, the Lessee shall submit to the Port Authority a separate Construction Application for each portion of such Specific Work Item the Lessee so desires to commence (each such portion of such Specific Work Item being hereinafter designated as "Partial Approval Work") which shall be executed by an authorized officer of the Lessee and shall be accompanied by final and complete plans, specifications, drawings, and data with respect to such portion of such Specific Work Item (the final and complete plans, specifications, drawings, and data covering each such portion of such Specific Work Item are hereinafter referred to as "the Partial Approval Work Plans" with respect to such portion of such Specific Work Item) setting forth in detail the work to be performed in connection with each such portion of such Specific Work Item. The Port Authority shall have full and complete discretion as to whether to permit the Lessee to proceed with the performance of any Partial Approval Work. If the Port Authority consents to the performance of any Partial Approval Work, the Port Authority shall review the Construction Application covering such work and shall give its written approval or rejection of the Partial Approval Work Plans with respect thereto or shall request such revisions or modifications thereto as the Port Authority may find necessary. Upon the Port Authority's approval of the Construction Application covering an item of Partial Approval Work and its approval of the Partial Approval Work Plans with respect thereto, the Lessee may proceed to perform such item of Partial Approval Work subject to and in accordance with the following terms and conditions:

(1) The performance by the Lessee of any item of Partial Approval Work in accordance with the Port Authority's approval will be at its sole risk and if for any reason the plans and specifications for the balance of such Specific Work Item or, any part thereof, are not approved by the Port Authority or if the approval thereof calls for modifications or changes in any item of Partial Approval Work undertaken by the Lessee under any approval granted by the Port Authority pursuant to this paragraph, the Lessee will, as directed by the Port Authority, and at the Lessee's sole cost and expense, either restore the area affected to the condition existing prior to the commencement

of such item of Partial Approval Work or make such modifications and changes to such work as may be required by the Port Authority.

(2) Nothing contained in any approval given pursuant to this paragraph shall constitute a determination or indication by the Port Authority that the Lessee has complied with any laws, rules, orders, ordinances, enactments, resolutions, regulations, statutes, requirements, codes, directions, and executive orders, including but not limited to those of the City of Newark, which may pertain to the Partial Approval Work to be performed and which the Lessee is required to comply with pursuant to this Agreement.

(3) Each item of Partial Approval Work shall be performed in accordance with and subject to the terms and provisions of this Agreement covering the Specific Work Item and in accordance with the approved Construction Application covering such item of Partial Approval Work and in accordance with the approved Partial Approval Work Plans constituting a part of such Construction Application, and subject to any requirements, stipulations, and provisions which the Port Authority may impose in its approval of the performance of such item of Partial Approval Work.

(4) No Partial Approval Work performed by the Lessee pursuant to the provisions of this paragraph shall affect or limit the obligations of the Lessee under any prior approvals it may have obtained with respect to any Specific Work Item.

(5) The fact that the Lessee has performed any item of Partial Approval Work and that the Port Authority has consented to the performance thereof shall not affect or limit the obligations of the Lessee under this Agreement with respect to any Specific Work Item. The Lessee specifically understands that neither the Port Authority's approval of any Construction Application and Partial Approval Work Plans covering any item of Partial Approval Work nor the performance by the Lessee of any item of Partial Approval Work pursuant to such approval shall obligate the Port Authority to approve the Construction Application and plans and specifications submitted by the Lessee for the balance of any Specific Work Item or shall create or be deemed to create any obligation on the part of the Port Authority to permit subsequent Partial Approval Work to be performed. Without limiting the generality of the provisions of this paragraph, it is specifically understood that the Port Authority may withhold its approval of a Construction Application and Partial Approval Work Plans covering any item of Partial Approval Work if the Port Authority determines that review of subsequent items of Partial Approval Work is required before the Port

Authority can approve, reject, or comment upon such Partial Approval Work Plans.

(6) In the event that in the opinion of the Port Authority the Lessee at any time during the performance of any portion of any item of Partial Approval Work under the approval granted by the Port Authority pursuant to this paragraph shall fail to comply with all of the provisions of this Agreement with respect to such work or shall fail to comply with the provisions of the Construction Application covering such work and the plans and specifications forming a part thereof, or shall fail to comply with any requirements, stipulations, or provisions imposed by the Port Authority in its approval of the performance of such item of Partial Approval Work, or if in the Port Authority's opinion the Lessee shall be in breach of any of the provisions of this Agreement covering such work or shall be in breach of any of the provisions of the Construction Application and plans and specifications covering the performance of such work, or shall be in breach of any requirements, stipulations, or provisions imposed by the Port Authority in its approval of the work, the Port Authority shall have the right to cause the Lessee to cease all or such part of such item of the Partial Approval Work as is being performed in violation of this Agreement, the Construction Application and plans and specifications, or the conditions of the Port Authority's approval. Upon written direction from the Port Authority, the Lessee shall promptly cease performance of the portion of the Partial Approval Work specified. The Lessee shall thereupon submit to the Port Authority for its written approval the Lessee's proposal for making modifications, corrections or changes in or to the item of Partial Approval Work that has been or is to be performed so that the same will comply with the provisions of this Agreement, the Construction Application and plans and specifications, or the conditions of the Port Authority's approval covering such work. The Lessee shall not commence construction of the portion of the Partial Approval Work that has been halted until it has received written approval of the proposed modifications, corrections or changes.

(7) It is hereby expressly understood and agreed that the Port Authority has no duty or obligation of any kind whatsoever to inspect or police the performance of any Partial Approval Work by the Lessee and the rights granted to the Port Authority hereunder shall not create or be deemed to create such a duty or obligation. Accordingly, the fact that the Port Authority has not exercised its right to require the Lessee to cease performance of all or any part of the Partial Approval Work shall not be or be deemed to be an agreement or acknowledgment on the part of the Port Authority that the Lessee has in fact performed such work in accordance with the terms of this Agreement, the Construction Application and plans and specifications covering such work, or the conditions of the Port

Authority's approval of such work, nor shall such fact be or be deemed to be a waiver by the Port Authority of any of the requirements of this Agreement with respect to such work, or any of the requirements of the Construction Application and plans and specifications covering such work, or any of the conditions of the Port Authority's approval of such work.

(f) Without limiting the generality of any of the provisions of this Agreement, each Specific Work Item of the Lessee's Construction Work (including any Partial Approval Work performed by the Lessee) shall be performed in such a manner that there will be at all times during construction a minimum of air pollution, water pollution or any other type of pollution, and a minimum of noise emanating from, arising out of, or resulting from construction. Subject to the provisions of this Agreement, the Lessee shall construct such reasonable structures, fences, equipment, devices and other facilities as may be necessary or appropriate to accomplish the objectives set forth in this paragraph, and, without limiting the generality of the foregoing, such construction shall be subject to the Port Authority's review and approval in accordance with the provisions of this Section.

(g) Without limiting the generality of paragraph (c) of this Section the Lessee shall be solely responsible for the plans and specifications used by it and for the adequacy or sufficiency of such plans, specifications and all the improvements, fixtures, and equipment depicted thereon or covered thereby, regardless of the consent thereto or approval thereof by the Port Authority or the incorporation therein of any Port Authority requirements or recommendations. The Port Authority shall have no obligation or liability in connection with the performance of any Specific Work Item of the Lessee's Construction Work or for the contracts for the performance thereof entered into by the Lessee. Any warranties extended or available to the Lessee in connection with any Specific Work Item of the Lessee's Construction Work shall be for the benefit of the Port Authority as well as the Lessee. The Lessee shall conduct no public operations in the premises with respect to any improvements, fixtures or equipment constituting the Lessee's Construction Work or a portion thereof until the Port Authority shall have notified the Lessee in writing that the Lessee's Construction Work or such portion thereof has been completed or substantially completed to its satisfaction, which notice shall be promptly delivered to the Lessee by the Port Authority after completion of such construction work. In the event of any inconsistency between the provisions of this Agreement and those of the Construction Application referred to in paragraph (c) of this Section the provisions of this Agreement shall control.

(h) The Lessee shall pay all claims lawfully made against it by its contractors, subcontractors, materialmen and

workmen, and all claims lawfully made against it by other third persons arising out of or in connection with or because of the performance of any Specific Work Item of the Lessee's Construction Work, and shall use reasonable efforts to cause its contractors and subcontractors to pay all such claims lawfully made against them. Nothing herein contained shall be deemed to constitute consent to the creation of any lien or claim against the premises or any part thereof, nor to prevent the Lessee from contesting any such liens or claims in good faith. No contractor or third party shall or shall be deemed to have acquired any rights against the Port Authority by virtue of the execution of this Agreement and nothing contained herein shall operate or give to any such contractor or third party any claim or right of action against the Port Authority and its Commissioners, officers, agents and employees.

(i) In addition to all policies of insurance otherwise required by this Agreement, the Lessee shall procure and maintain or cause to be procured and maintained in effect during the performance of the Lessee's Construction Work:

(1) Commercial General Liability Insurance including but not limited to coverage for Products Liability-Completed Operations and for Broad Form Property Damage and Independent Contractor coverage, with a contractual liability endorsement covering the obligations assumed by the Lessee under paragraph (b) of this Section, which coverage shall not exclude claims arising out of or in connection with work performed within fifty feet of railroad property, and which are customarily insured under such a policy, with a minimum combined single limit coverage for bodily injury and property damage of \$25 million. Said insurance shall also include coverage for explosion, collapse and underground property damage hazards.

(2) Protection and Indemnity Insurance, if the Lessee's work involves the ownership, maintenance, operation, use, loading or unloading of watercraft, with a minimum combined single limit coverage for bodily injury and property damage of \$25 million.

(3) Commercial Automobile Liability Insurance covering all owned, non-owned or hired vehicles used in connection with said construction with a minimum combined single limit coverage for bodily injury and property damage of \$3 million.

(4) Environmental Liability Insurance, with a minimum combined single limit coverage for bodily injury and property damage for both gradual and sudden occurrences of \$5 million.

(5) Workers' Compensation and Employers' Liability Insurance in accordance with the requirements of law. The Workers' Compensation Policy shall be specially endorsed to include coverage afforded by (i) the U.S. Longshoremen's and Harbor Workers' Compensation Act and Coverage B - "Jones Act, maritime (including coverage for Masters or Members of the Crew of Vessels) and (ii) Coverage - B under the Federal Employers' Liability Act.

(j) In addition to the insurance required pursuant to the provisions of paragraph (i) of this Section, the Lessee shall procure or cause to be procured prior to the commencement of any Specific Work Item of the Lessee's Construction Work Builder's Risk Insurance (All Risk) covering loss or damage (including any loss or damage resulting from flood or earthquake) to any structures, improvements, fixtures and equipment and furnishing and materials on the premises during said construction, whether or not attached to the land, in an amount equal to the full replacement cost. Such insurance shall name the Port Authority as an insured and such policy shall provide that the loss shall be adjusted with the Port Authority, and that the proceeds thereof shall be paid to the Port Authority and shall be made available to the Lessee for and applied strictly and solely to the payment of the cost of the repair, replacement, rebuilding or other performance of any Specific Work Item of the Lessee's Construction Work.

(k) With the exception of the Workers' Compensation and Employers' Liability Insurance policy each policy of insurance described in paragraph (i) of this Section shall include the Port Authority as an additional insured (including, without limitation, for purposes of premises operations and completed-operation), and no such policy shall contain any care, custody or control exclusions, or any exclusion for bodily injury to or sickness, disease or death of any employee of the Lessee or of any of its contractors which would conflict with or in any way impair the coverages resulting from the Port Authority's status as an additional insured or the coverage under the contractual liability endorsement described in subdivision (1) of paragraph (i) of this Section. Such insurance shall also contain an endorsement providing that the protection afforded the Lessee thereunder with respect to any claim or action against the Lessee by a third party shall pertain and apply with like effect with respect to any claim or action against the Lessee by the Port Authority and against the Port Authority by the Lessee, but said endorsement shall not limit, vary, change or affect the protections afforded the Port Authority as an additional insured. Such insurance shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense

involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(l) Unless otherwise set forth herein, each policy of insurance described in paragraphs (i) and (j) of this Section shall be subject to the applicable provisions of Section 15(e) of this Agreement.

(m) Title to and property in all improvements and fixtures placed, constructed or installed in or on the premises constituting the Lessee's Construction Work shall vest in the Port Authority upon placement, construction or installation thereof and title to and property in any and all equipment and trade fixtures removable without substantial injury to the premises placed in or installed upon the premises shall vest in the Lessee upon the installation thereof. No equipment or trade fixtures shall be removed by the Lessee prior to the expiration date of the letting under this Agreement unless replaced with substantially similar property. Without limiting any other term of this Agreement, and notwithstanding the foregoing provisions, upon notice given by the Port Authority prior to the expiration or earlier termination of the letting of the premises under this Agreement the Lessee shall remove from the premises any improvements, fixtures, trade fixtures, or equipment as the Port Authority may specify in its notice, and shall repair any damage to the premises caused by such removal.

(n) In the performance of any Specific Work Item of the Lessee's Construction Work the Lessee shall not create nor permit to continue any situation or condition that may cause or be conducive to any labor troubles at the Facility which interferes with the progress of other construction work at the Facility. The determinations of the Port Authority shall be conclusive on the Lessee and, upon notice from the Port Authority, the Lessee shall or shall cause its contractor to rectify as soon as possible any condition specified in the notice. In the event of failure by the Lessee or any of its contractors to comply with the requirements of this paragraph (whether or not such failure is due to the Lessee's fault) the Port Authority by notice shall have the right to suspend the Port Authority's permission to the Lessee to proceed with any portion of any Specific Work Item of the Lessee's Construction Work being performed by or on behalf of the Lessee, and the Lessee shall thereupon immediately cease the same. When labor troubles shall be so settled that such interference or the danger thereof no longer exists, the Port Authority by notice to the Lessee shall promptly reinstate the permission to the Lessee to perform the Specific Work Item of the Lessee's Construction Work on all the

same terms and conditions as before the suspension. "Labor troubles" shall mean and include strikes, boycotts, picketing, work-stoppages, slowdowns, complaints, disputes, controversies or any other type of labor trouble, regardless of the employer of the person involved or their employment status, if any.

(o) The Lessee shall pay to the Port Authority a fee as compensation for its review and oversight of the Lessee's Construction Work (which fee is hereinafter called "the Review Fee"). The Review Fee shall be an amount equal to three percent (3%) of the actual cost of the Lessee's Construction Work; provided, however, that for purposes of this paragraph the Lessee's Construction Work shall not be deemed to include the costs of engineering services, consulting services, surveys, construction management fees, and insurance and performance bonds purchased directly by the Lessee and not by its contractors or subcontractors. Upon final completion of all of the work on each Specific Work Item to be performed by the Lessee as set forth in the Lessee's approved plans and specifications, the Lessee shall submit to the Port Authority a certification signed by a responsible officer thereof certifying that all such work has been completed and the final cost of such Specific Work Item. The Lessee shall also supply to the Port Authority such supporting documents and records as the Port Authority shall deem necessary to substantiate the matters set forth in the Lessee's certificate. The Port Authority shall have the right (but shall not be obliged) to conduct an interim inspection and audit in connection with the Specific Work Item certified as completed, and shall have the rights in the conduct of such interim inspection and audit as are set forth below in this paragraph in regard to the final inspection and audit. Upon receipt of the Lessee's certification, or following the aforesaid audit by the Port Authority, the Port Authority shall render a bill to the Lessee setting forth the Review Fee for said Specific Work Item, and the Lessee shall pay the Review Fee to the Port Authority within fifteen (15) days of receipt of said bill. No payment made by the Lessee on account of the cost of a Specific Work Item as set forth in the immediately preceding sentence shall be considered final until the final determination of the cost of the Lessee's Construction Work as set forth below in this paragraph. Upon final completion of all of the Lessee's Construction Work to be performed by the Lessee as set forth in the Lessee's approved plans and specifications, the Lessee shall certify to the Port Authority by final written certification signed by a responsible officer of the Lessee certifying that all of the Lessee's Construction Work has been completed and the final cost of such work for each Specific Work Item. Upon receipt of the Lessee's certification, the Port Authority shall render a bill to the Lessee setting forth the Review Fee for each Specific Work Item for which the Lessee has not previously made payment under the provisions of this paragraph, and the Lessee shall pay the Review

and subcontractors at any tier of construction make and put into effect such modifications and additions thereto as may be directed by the Port Authority pursuant to the provisions of this paragraph and Schedule F annexed hereto to effectuate the goals of affirmative action, MBE, and WBE programs. The obligations imposed on the Lessee under this paragraph and Schedule F annexed hereto shall not be construed to impose any greater requirements on the Lessee than those which may be imposed on the Lessee under applicable law.

(r) In addition to and without limiting any terms and provisions hereof, the Lessee shall provide in all of its contracts and subcontracts covering the Lessee's Construction Work, or any portion thereof, that:

(1) The contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and shall undertake or continue existing programs of affirmative action to ensure that minority group persons are afforded equal employment opportunity without discrimination. Such programs shall include, but not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selections for training or retraining, including apprenticeships and on-the-job training;

(2) At the request of either the Port Authority or the Lessee, the contractor shall request such employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding and which is involved in the performance of the contract with the Lessee to furnish a written statement that such employment agency, labor union or representative shall not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will cooperate in the implementation of the contractor's obligations hereunder;

(3) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor in the performance of the contract, that all qualified applicants will be afforded equal employment opportunity without discrimination because of race, creed, color, national origin, sex, age, disability or marital status;

(4) The contractor will include the provisions of subdivisions (1) through (3) of this paragraph in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work in connection with the contract;

Fee for each such Specific Work Item to the Port Authority within fifteen (15) days of receipt of said bill. No payment made by the Lessee to the Port Authority pursuant to the provisions of this paragraph, including, without limitation, any payment made to the Lessee following the Port Authority's receipt of the Lessee's final certification of cost, shall be deemed final until the cost of the Lessee's Construction Work has been finally determined by the Port Authority. Any payment made to the Lessee following the Port Authority's receipt of the Lessee's final certification of cost shall not be deemed a final determination of the cost of the Lessee's Construction Work. Such final determination shall occur only after the Port Authority has examined and approved the Lessee's final certificate of cost and such records and other documentation of the Lessee as the Port Authority shall deem necessary to substantiate such cost. The Lessee shall permit the Port Authority by its agents, employees and representatives at all reasonable times prior to a final determination of the cost of the Lessee's Construction Work to examine and audit the records and other documentation of the Lessee which pertain to and will substantiate such cost.

(p) No contractor or third party shall or shall be deemed to have acquired any rights against the Port Authority by virtue of the execution of this Agreement and nothing contained herein shall operate or give to any such contractor or third party any claim or right of action against the Port Authority and its Commissioners, officers, agents and employees.

(q) Without limiting any of the terms and conditions hereof, the Lessee understands and agrees that it shall put into effect prior to the commencement of the Lessee's Construction Work an affirmative action program and Minority Business Enterprise (MBE) program and Women-owned Business Enterprise (WBE) program in accordance with the provisions of Schedule F, attached hereto and hereby made a part hereof. The provisions of Schedule F shall be applicable to the Lessee's contractor or contractors and subcontractors at any tier of construction as well as to the Lessee, and the Lessee agrees to include the provisions of Schedule F in all of its construction contracts so as to make the provisions and undertakings set forth in Schedule F the direct obligation of the construction contractor or contractors and subcontractors at any tier of construction. The Lessee agrees to and shall require its contractors and subcontractors to furnish to the Port Authority such data, including but not limited to compliance reports, relating to the operation and implementation of the affirmative action, MBE, and WBE programs of the Lessee and its contractor, contractors, and subcontractors at any tier of construction called for under the provisions of this paragraph and Schedule F annexed hereto as the Port Authority may request at any time and from time to time and the Lessee agrees to and shall also require that its contractors

(5) "Contractor" as used in paragraph (q) and in this paragraph shall include each contractor and subcontractor at any tier of construction.

Section 8A. Equipment

The Lessee agrees to install and/or maintain on the premises initially and continuously throughout the term of the letting all such equipment, including container cranes, necessary to operate the premises as an efficient cargo container handling facility and, subject to the reasonable phasing-in of the installation of equipment, to allow for the full utilization of the premises at all times for said purpose. With respect to container cranes and associated container crane equipment, the Lessee shall give the Port Authority not less than one hundred eighty (180) days' notice of the manufacturer and specifications of such container cranes prior to the installation thereof, and shall submit to the Port Authority a construction or tenant alteration application under Section 20 of this Agreement covering any installation or construction work required in connection with any such container crane or associated crane equipment, including, without limitation, any such work required for its attachment, connection to, or integration with any mechanical, electrical or other system or any structure at the premises.

Section 8B. Wharf Rehabilitation

The Port Authority and the Lessee acknowledge and agree that portions of the wharf constituting part of the premises are in need of the following rehabilitation work (which work is hereinafter called "the Wharf Rehabilitation Work"): (i) replacement and repair of timber piles; (ii) installation and repair of concrete pile extensions; (iii) repair of the seawall, expansion joints in the waterside crane rail beam, bracing and/or repair of the timber piles under the crane rail beam of the waterside crane rail; and (iv) repair of concrete pile caps and shear keys in the waterside crane rail beam. Notwithstanding any provision to the contrary contained in Section 35 of this Agreement, and without otherwise limiting the generality of the provisions thereof, the Lessee shall perform the Wharf Rehabilitation Work, and the Port Authority shall reimburse the Lessee on account of the performance by the Lessee of the Wharf Rehabilitation Work in an amount in no event to exceed Two Million Dollars and No Cents (\$2,000,000.00) (hereinafter called "the Wharf Rehabilitation Reimbursement Amount"). Although the Wharf Rehabilitation Work shall not be deemed part of the Lessee's Construction Work or the Lessee's Additional Work for any purposes of this Agreement, including without limitation Section 42 hereof, the Lessee shall perform the Wharf Rehabilitation Work in accordance with all of the provisions of

Section 8 hereof, with the exception of paragraphs (a) and (o) thereof. In addition, the Lessee agrees to complete the Wharf Rehabilitation Work by November 30, 2002. The Port Authority shall have the rights of audit set forth in Section 43 hereof with respect to the cost of the Wharf Rehabilitation Work. Following the delivery to the Lessee by the Port Authority of the certificate of final completion under paragraph (c) of Section 8 hereof covering the Wharf Rehabilitation Work, and the delivery to the Port Authority by the Lessee of the actual certified cash expenditures covering the Wharf Rehabilitation Work, and the Port Authority's examination to its satisfaction of such certified cash expenditures, the Port Authority shall pay to the Lessee the Wharf Rehabilitation Reimbursement Amount, subject to final determination of said amount in accordance with the Port Authority's aforesaid audit rights.

Section 8C. Additional Demolition Work

The Port Authority and the Lessee acknowledge and agree that certain of the buildings to be demolished as part of the Lessee's Construction Work require additional work constituting environmental remediation (hereinafter called "the Additional Demolition Work"). Notwithstanding any provision to the contrary contained in Section 35 of this Agreement, and without otherwise limiting the generality of the provisions thereof, the Lessee shall perform the Additional Demolition Work, and the Port Authority shall grant the Lessee a credit against the basic rental payable under Section 3 of this Agreement on account of the performance by the Lessee of the Additional Demolition Work in the amount of Seven Hundred Fifty Thousand Dollars and No Cents (\$750,000.00) (hereinafter called "the Additional Demolition Reimbursement Amount"). The Additional Demolition Work shall be performed in accordance with all of the provisions of Section 8 hereof, excepting paragraph (a) thereof, as if it were part of the Lessee's Construction Work. Without limiting the generality of the provisions of Section 8 hereof, the Port Authority shall have the rights of audit set forth in Section 43 hereof with respect to the cost of the Additional Demolition Work. On and after the first day of the first full calendar month following the delivery to the Lessee by the Port Authority of the certificate of final completion under paragraph (c) of Section 8 hereof covering the Additional Demolition Work, and the delivery to the Port Authority by the Lessee of the actual certified cash expenditures covering the Additional Demolition Work, and the Port Authority's examination to its satisfaction of such certified cash expenditures, the Port Authority shall credit against the installments of basic rental payable by the Lessee under Section 3 hereof an amount equivalent to the Additional Demolition Reimbursement Amount until such amount is exhausted, subject to final determination of said amount in accordance with the Port Authority's aforesaid audit rights. Neither the whole

nor any part of the Additional Demolition Reimbursement Amount shall be or become or shall constitute a debt due and owing from the Port Authority to the Lessee nor shall said amount be recoverable or applicable in any manner other than as specifically provided for in this Section, including but not limited to a set-off or counterclaim in any action by the Port Authority against the Lessee for rental or other claims.

Section 9. Environmental Responsibilities

(a) For purposes of this Agreement, the following terms shall have the respective meanings provided below:

(1) "Added Environmental Survey" shall have the meaning set forth in Section 44 hereof.

(2) "Added Space" shall have the meaning set forth in Section 44 hereof.

(3) "Additional Sampling Report" shall have the meaning set forth in paragraph (m)(1) of this Section.

(4) "Analyzed Item" shall mean with respect to the ground water each of and "Analyzed Items" shall mean with respect to the ground water all of the constituents for which the ground water samples described in the Initial Environmental Survey were tested and "Analyzed Item" shall mean with respect to soil each of and "Analyzed Items" shall mean with respect to soil all of the constituents for which the soil samples described in the Initial Environmental Survey were tested.

(5) "Condition Exceptions" shall mean the following:

(i) Migrated Hazardous Substances;

(ii) The remediation or removal of the Existing Condition;

(iii) The remediation or removal of Hazardous Substances in the soil or ground water in, on and under the premises caused by the sole acts or omissions of the Port Authority on or after December 1, 2000 with respect to the Initial Space and on or after the Effective Date, if any, with respect to the Added Space;

(iv) Underground storage tanks located on the premises on December 1, 2000 and which the Lessee

never uses, and only such tanks, and contamination resulting from the use of such tanks; and

(v) Fines and penalties arising out of the Existing Condition if the fines and penalties are imposed due to the failure to have remediated or removed the Existing Condition or due to the failure to have a Deed Notice recorded with respect to the Existing Condition.

(6) "Effective Date" shall have the meaning set forth in Section 44 hereof.

(7) "Environmental Damages" shall mean any one or more of the following:

(i) the presence in, on, or under the premises of any Hazardous Substance, except for a Migrated Hazardous Substance, whether such presence occurred prior to or during the term of the letting under this Agreement or resulted from any act or omission of the Lessee or others, and/or

(ii) the disposal, discharge, release or threatened release of any Hazardous Substance from the premises or of any Hazardous Substance from under the premises, and/or

(iii) the presence of any Hazardous Substance in, on or under other property at the Facility as a result of (a) the Lessee's use and occupancy of the premises or the performance of the Lessee's Construction Work, the Lessee's Additional Work, the Wharf Rehabilitation Work and the Additional Demolition Work or (b) a migration of a Hazardous Substance, except for a Migrated Hazardous Substance, from the premises or from under the premises, and/or

(iv) any personal injury including wrongful death or property damage occurring from and after December 1, 2000 arising out of or related to any Hazardous Substance described in (i), (ii) or (iii) above (except for a Migrated Hazardous Substance), and/or

(v) the violation of any Environmental Requirement pertaining to any Hazardous Substance described in (i), (ii) or (iii) above (except for

a Migrated Hazardous Substance), the premises and/or the activities thereon.

(8) "Environmental Requirements" shall mean in the plural and "Environmental Requirement" shall mean in the singular all applicable, common law and past, present and future laws, statutes, enactments, resolutions, regulations, rules, directives, ordinances, codes, licenses, permits, orders, memoranda of understanding and memoranda of agreement, guidances, approvals, plans, authorizations, concessions, franchises, requirements and similar items of all governmental agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, states and political subdivisions thereof, all pollution prevention programs, "best management practices plans", and other voluntary programs adopted and agreements made by the Port Authority with any governmental agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, states and political subdivisions thereof, and all judicial, administrative, voluntary and regulatory decrees, judgments, orders and agreements relating to the protection of human health or the environment, the foregoing to include without limitation:

(i) All requirements pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of Hazardous Substances into the air, surface water, groundwater or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances, or the transfer of property on which Hazardous Substances exist; and

(ii) All requirements pertaining to the protection of the health and safety of employees or the public.

(9) "Estimated Soil Remediation Amount" shall mean if there is no Effective Date, an amount equal to the sum of (i) the Estimated Ground Area A Non-Mandatory Soil Remediation Costs and (ii) the Estimated Ground Area A Mandatory Soil Remediation Costs and, if there is an Effective Date, shall mean an amount equal to the sum of (i) the Estimated Ground Area A Non-Mandatory Soil Remediation Costs, (ii) the Estimated Ground Area A Mandatory Soil Remediation Costs, (iii) the Estimated Ground Area B Mandatory Soil

Remediation Costs and (iv) the Estimated Ground Area B Non-Mandatory Soil Remediation Costs.

(10) "Estimated Ground Area A Mandatory Soil Remediation Costs" shall mean at a particular time the total Project Costs to perform all Ground Area A Mandatory Soil Remediation as such Project Costs shall be estimated by the Port Authority at such particular time.

(11) "Estimated Ground Area A Non-Mandatory Soil Remediation Costs" shall mean at a particular time the total Project Costs to perform all Ground Area A Non-Mandatory Soil Remediation as such Project Costs shall be estimated by the Port Authority at such particular time.

(12) "Estimated Ground Area B Mandatory Soil Remediation Costs" shall mean at a particular time the total Project Costs to perform all Ground Area B Mandatory Soil Remediation as such Project Costs shall be estimated by the Port Authority at such particular time.

(13) "Estimated Ground Area B Non-Mandatory Soil Remediation Costs" shall mean at a particular time the total Project Costs to perform all Ground Area B Non-Mandatory Soil Remediation as such Project Costs shall be estimated by the Port Authority at such particular time.

(14) "Exhibit I" shall mean the Initial Environmental Survey, all Additional Sampling Reports, all Remediation Completion Reports, if any, and from and after the Effective Date, if any, the Added Environmental Survey.

(15) "Existing Condition" shall mean if there is no Effective Date, the levels of Analyzed Items in the soil and ground water for all portions of the premises as derived by applying the methodology set forth in paragraph (j) below to the test results in the Initial Environmental Survey, as such test results may be superceded and supplemented by the test results in each Additional Sampling Report and in each Remediation Completion Report in accordance with the provisions of paragraph (m) of this Section and from and after the Effective Date, if any, shall mean the levels of Analyzed Items in the soil and ground water for all portions of the premises as derived by applying the methodology set forth in paragraph (j) below to the

test results in the Initial Environmental Survey and the Added Environmental Survey, as such test results may be superceded and supplemented by the test results in each Additional Sampling Report and in each Remediation Completion Report in accordance with the provisions of paragraph (m) of this Section.

(16) "Governmental Authority" and "Governmental Authorities" shall mean all governmental agencies, authorities, departments, commissions, boards, bureaus or instrumentalities of the United States, states and political subdivisions thereof, except that it shall not be construed to include The Port Authority of New York and New Jersey, the lessor under this Agreement.

(17) "Ground Area A" shall mean the ground area (but not the water area) shown in crosshatching and diagonal on Exhibit A attached hereto.

(18) "Ground Area A Mandatory Soil Remediation" shall mean Soil Remediation of the Existing Condition in the Ground Area A Surface Soil Remediation Area required to be performed by the Port Authority pursuant to paragraph (w) of this Section.

(19) "Ground Area A Non-Mandatory Soil Remediation" shall mean Soil Remediation of the top three (3) feet of soil in Ground Area A performed or to be performed by the Port Authority after the execution of this Agreement and which Soil Remediation is not Ground Area A Mandatory Soil Remediation.

(20) "Ground Area A Surface Soil Remediation Area" shall mean the top three (3) feet of any portion of Ground Area A which is contiguous to that soil boring identified in the Initial Environmental Survey as "MW-14" for which the Existing Condition with respect to soil does not meet the New Jersey Department of Environmental Protection's soil cleanup criteria for unrestricted use on December 1, 2000 and at any time thereafter.

(21) "Ground Area B" shall mean the ground area shown in stipple on Exhibit A.

(22) "Ground Area B Mandatory Soil Remediation" shall mean Soil Remediation of the Existing Condition in the Ground Area B Surface Soil Remediation Area required to be performed by the Port Authority pursuant to paragraph (w) of this Section.

(23) "Ground Area B Non-Mandatory Soil Remediation" shall mean Soil Remediation of the top two (2) feet of soil in Ground Area B performed or to be performed by the Port Authority (whether or not performed prior to or after the Effective Date) and which soil remediation is not Ground Area B Mandatory Soil Remediation.

(24) "Ground Area B Surface Soil Remediation Area" shall mean the top two (2) feet of Ground Area B for which the Existing Condition with respect to soil does not meet the New Jersey Department of Environmental Protection's soil cleanup criteria for unrestricted use on the Effective Date (if any) and at any time thereafter.

(25) "Ground Area C" shall mean the ground area shown in crosshatching on Exhibit A-1 attached hereto.

(26) "Hazardous Substances" shall mean and include in the plural and "Hazardous Substance" shall mean and include in the singular any pollutant, contaminant, toxic or hazardous waste, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, flammable, explosive or radioactive material, urea formaldehyde foam insulation, asbestos, polychlorinated biphenyls ("PCBs"), chemicals known to cause cancer, endocrine disruption or reproductive toxicity, petroleum and petroleum products and other substances which have been or in the future shall be declared to be hazardous or toxic, or the removal, containment or restriction of which have been or in the future shall be required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling or ownership of which have been or in the future shall be restricted, prohibited, regulated or penalized by any federal, state, county, or municipal or other local statute or law now or at any time hereafter in effect as amended or supplemented and by the regulations adopted and publications promulgated pursuant thereto.

(27) "Initial Environmental Survey" shall mean the report attached hereto, hereby made a part hereof and marked "Exhibit I" entitled "Surface Baseline Report Port Newark Container Terminal, LLC" and dated October 2000.

(28) "Initial Space" shall mean the premises under this Agreement on December 1, 2000 as described in Section 1 hereof.

(29) "Limited Use Areas" shall mean (i) Ground Area B and Ground Area C, (ii) the Ground Area A Surface Soil Remediation Area, (iii) the area within a radius of fifty (50) feet from Soil Boring MW-2 as identified in the Initial Environmental Survey and (iv) the area within a radius of one hundred (100) feet from Soil Boring MW-13 as identified in the Initial Environmental Survey.

(30) "Migrated Hazardous Substance" shall mean (i) any Hazardous Substance which is an Analyzed Item and which is a part of the Existing Condition which has migrated from or from under the premises in, on, or under property at the Facility other than the premises if and only if such migration was not a result in whole or in part from the use and occupancy of the premises by the Lessee or by any affiliated company of the Lessee, or the performance of the Lessee's Construction Work, or the acts or omissions of the Lessee, its officers, agents or employees, or the acts or omissions of any affiliated company of the Lessee or of any sublessees or others who occupied the premises with the permission of the Lessee or with the permission of an affiliated company of the Lessee or of their officers, agents or employees and (ii) any Hazardous Substance which has migrated in, on, or under the premises from outside of the premises if and only if such migration was not a result in whole or in part from the use and occupancy of the premises by the Lessee or by any affiliated company of the Lessee, or the performance of the Lessee's Construction Work, or the acts or omissions of the Lessee, its officers, agents or employees, or the acts or omissions of any affiliated company of the Lessee or of any sublessees or others who occupied the premises with the permission of the Lessee or with the permission of an affiliated company of the Lessee or of their officers, agents or employees.

(31) "Project Costs" shall mean the Port Authority's project costs, as such project costs are determined in accordance with the Port Authority's normal accounting practices, which project costs shall include but not be limited to the following:

(i) On-the-job payroll costs of employees and supervisory personnel (including supervisors, foremen and clerks) including but not limited to, contributions to any retirement system or the cost of or participation in any pension plans or the like, social security, old age, survivor's, disability and unemployment insurance and other insurance costs, sick leave pay, holiday, vacation, authorized absence and severance pay,

other employee fringe benefits and any other payments made or costs incurred whether pursuant to law or by Port Authority policy to or with respect to said employees and personnel;

(ii) The cost (including rental charges) of materials, supplies, equipment and utilities (including but not limited to electricity, water and phone);

(iii) Payments to contractors and any other third persons, firms or corporations for work performed or services rendered;

(iv) The cost of any performance bond or bonds;

(v) The cost of any insurance;

(vi) Payments to independent consultants, architects and engineers engaged or retained by the Port Authority, including without limitation, payments of damages and penalties;

(vii) Any other direct costs as charged under the Port Authority's normal accounting practice; and

(viii) Financial expense on the foregoing computed in accordance with Port Authority accounting practice.

(32) "Remediation Completion Report" shall have the meaning set forth in paragraph (m) (2) of this Section.

(33) "Soil Remediation" shall mean the remediation of soil and the installation of environmental engineering controls in connection with contaminated soil, the foregoing to include without limitation, the installation of pavement, soil investigation and testing and preparation of reports, the design, implementation and preparation of remedial action work plans, soil remediation and disposal (including transportation), and the removal, disposal and restoration of pavement to its condition existing prior to remediation.

(b) (1) Without limiting the generality of any of the other terms and provisions of this Agreement and without limiting the obligations of the Port Authority set forth in Section 8(a)(3), Section 8(B), Section 8(C), Section 16(e) and Section 16(f) and in this Section 9(w) and, further, subject to the terms

and provisions of paragraph (b) (2) below, the Lessee, except with respect to the abatement of basic rental provided for in Section 9(1), hereby expressly agrees to assume all responsibility for and relieve the Port Authority from and reimburse the Port Authority for any and all risks, claims, penalties, costs and expenses of any kind whatsoever relating to, caused by, arising out of or in connection with the conditions of the premises whether any such conditions existed prior to, on or after the effective date of the letting of the premises to the Lessee hereunder, including without limitation, all Environmental Requirements which the Lessee or the Port Authority is obligated to comply with pursuant to this Agreement and all Environmental Damages.

(2) It is hereby agreed and understood that except as set forth in paragraphs (k), (q) and (r) of this Section the Lessee shall not be responsible for the Condition Exceptions.

(c) Without limiting the Lessee's obligations elsewhere under this Agreement to comply with all laws, ordinances, governmental rules, regulations and orders which were or at any time are in effect during the term of the letting under this Agreement, the Lessee understands and agrees that, except with respect to the Condition Exceptions which the Lessee is not responsible for pursuant to paragraph (b) (2) of this Section, it shall be obligated, at its cost and expense, to comply with and relieve the Port Authority from compliance with all Environmental Requirements which are applicable to or which affect (i) the premises, (ii) the operations of the Lessee or others with the consent of the Lessee at the premises or the Lessee's operations at the Facility, (iii) the occupancy and use of the premises by the Lessee or by others with its consent or (iv) any Hazardous Substance which has migrated from the premises. Nothing in the foregoing shall be construed as a submission by the Port Authority to the application to itself of any Environmental Requirements; provided, however, that no immunity or exemption of the Port Authority from any Environmental Requirements shall excuse compliance or be grounds for noncompliance on the part of the Lessee. Without limiting the generality of the foregoing and as part of the Lessee's fulfillment of the foregoing obligations, the Lessee shall be responsible, at its sole cost and expense and subject to the direction of the Port Authority, for:

(1) the preparation of and submission to all applicable Governmental Authorities of any notice, negative declaration, remedial action workplan, no further action letter, remediation agreement or any other documentation or information;

(2) the obtaining of any surety bond or the giving of any other financial assurances; and

(3) complying with the provisions of all Environmental Requirements becoming effective on or relating to the termination, expiration or surrender of the letting of the premises or of any portion thereof under this Agreement, or on the closure or transfer of the Lessee's operations at the premises.

(d) In addition to and without limiting the generality of the obligations of the Lessee set forth above and elsewhere in this Agreement, the Lessee shall, at its sole cost and expense and in accordance with and subject to the provisions of Section 20 of this Agreement, upon notice from the Port Authority, promptly take all actions to:

(1) completely remove and remediate all Hazardous Substances in, on or under the premises and at the Facility resulting from or in connection with the use and occupancy of the premises by the Lessee or any affiliated company of the Lessee or which have been or permitted to be disposed of, released, discharged or otherwise placed in, on or under the Facility by the Lessee or any affiliated company of the Lessee or which have been disposed of, released, discharged or otherwise placed in, on or under the premises during the term of the letting of the premises under this Agreement or during the term of any previous agreement between the Lessee or any affiliated company of the Lessee and the Port Authority covering the Lessee's or any such affiliated company's use and/or occupancy of the premises or any portion thereof;

(2) except with respect to the Condition Exceptions which the Lessee is not responsible for pursuant to paragraph (b)(2) of this Section, remove and remediate all Hazardous Substances in, on or under the premises or which have migrated from or from under the premises to any other property which any Governmental Authority or any Environmental Requirement or any violation thereof required to be remediated or removed; and

(3) except with respect to the Condition Exceptions which the Lessee is not responsible for pursuant to paragraph (b)(2) of this Section, remove and remediate all Hazardous Substances in, on or under the premises or which have migrated from or from under the premises necessary to mitigate any Environmental Damages.

(e) The obligations set forth in paragraph (d) of this Section shall include but not be limited to the investigation of the environmental condition of the area to be remediated, the preparation of feasibility studies, reports and remedial plans and the performance of any removal, remediation, containment, operation, maintenance, monitoring or restoration work and shall be performed in a good, safe and workmanlike manner. The Lessee shall promptly provide the Port Authority with copies of all test results and reports generated in connection with such obligations.

(f) Without limiting the Port Authority's remedies under this Agreement or at law or in equity the Port Authority shall have the right during and after the term of the letting of the premises under this Agreement to such equitable relief, including restraining injunctions and declaratory judgments, to enforce compliance by the Lessee of its environmental obligations under this Agreement including without limitation all the Lessee's obligations under this Section. In the event that the Lessee fails to comply with or perform any of such obligations, the Port Authority (subject to the application of the provisions of Section 25(a)(11) to the extent such application would not result in the violation of any Environmental Requirement by the Port Authority or by the Lessee) at any time during or subsequent to the termination, expiration or surrender of the letting of the premises or any portion thereof may elect (but shall not be required) to perform such obligations and upon demand the Lessee shall pay to the Port Authority as additional rent its costs thereof, including all overhead costs as determined by the Port Authority. For the purposes of this paragraph, the term "cost" shall be as defined in Section 21 of this Agreement.

(g) Without limiting any other of the Lessee's obligations under this Agreement and except with respect to the Condition Exceptions which the Lessee is not responsible for pursuant to paragraph (b)(2) of this Section, the Lessee agrees, unless otherwise directed by the Port Authority, to provide the Manager of the Facility, at the cost and expense of the Lessee and at any time during or subsequent to the term of the letting of the premises under this Agreement, with such information, documentation, records, correspondence, notices, reports, test results, certifications and any other information as the Port Authority shall request in connection any Environmental Damages or as shall be required to comply with or discharge any Environmental Requirement which the Lessee is obligated to comply with under this Agreement, and the Lessee shall promptly acknowledge, swear to, sign or otherwise fully execute the same when and as directed by the Port Authority. The Lessee agrees that any of the foregoing may be filed by the Port Authority with the appropriate Governmental Authority on behalf of the

Lessee at the Lessee's cost and expense. Further, the Lessee agrees, unless otherwise directed by the Port Authority, to provide the Manager of the Facility with copies of all information, documentation, records, correspondence, notices, certifications, reports, test results and all other submissions provided by the Lessee to a Governmental Authority and by a Governmental Authority to the Lessee within five (5) business days that the same are made available to or received by the Lessee with respect to any Environmental Damages and any Environmental Requirement which the Lessee is obligated to comply with pursuant to this Agreement.

(h) Without limiting the generality of any other provision contained in this Agreement and except with respect to Condition Exceptions which the Lessee is not responsible for pursuant to paragraph (b)(2) of this Section, the Lessee shall indemnify, hold harmless and reimburse the Port Authority, its Commissioners, officers, employees and representatives from all claims, demands, penalties, fines, liabilities (including strict liability), settlements, attorney and consultant fees, investigation and laboratory fees, removal and remediation costs, court costs and litigation expenses, damages, judgments, losses, costs and expenses of whatsoever kind or nature and whether known or unknown, contingent or otherwise, just or unjust, groundless, unforeseeable or otherwise, arising or alleged to arise out of or in any way related to any Environmental Damages or any Environmental Requirement which the Lessee is obligated to comply with pursuant to this Agreement, or the risks and responsibilities assumed hereunder by the Lessee for the condition of the premises or a breach or default of the Lessee's obligations under this Section. If so directed, the Lessee shall at its own expense defend any suit based upon the foregoing, and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(i) (1) Without limiting the generality of any provision of this Agreement, in the event that Environmental Requirements set forth more than one compliance standard, the Lessee agrees that the standard or standards to be applied in connection with any obligation it may have under this Agreement with respect to any Environmental Requirement shall be that which requires or permits the lowest level of a Hazardous Substance; provided, however, in the event such lowest level of a Hazardous Substance requires or allows the imposition of any restriction of any nature whatsoever upon the use or occupancy

of the premises or any other portion of the Facility or upon any operations or activities conducted or to be conducted on the premises or the Facility or upon the transfer of the premises or the Facility, then the Lessee shall remediate to such a level so that there is no such restriction placed upon the use and occupancy of the premises or the Facility or upon any operations or activities conducted or to be conducted on the premises or the Facility.

(2) The Lessee further agrees that, notwithstanding the terms and conditions of subparagraph (i)(1) above, the Port Authority shall have the right at any time and from time to time, acting in its sole discretion and without any obligation whatsoever to the Lessee or otherwise to do so, to designate any level or levels or standard or standards of remediation permitted or required under any Environmental Requirement, and such designation shall be binding upon the Lessee with respect to its obligations under this Agreement with respect to Environmental Requirements.

(3) Nothing in this paragraph (i) shall require or be construed to require the Lessee to remediate any Analyzed Item below the Existing Condition except as otherwise required by or as set forth in this Agreement including without limitation as required by or as set forth in paragraphs (k), (q) and (r) of this Section 9.

(j) The methodology to be used for the purpose of this Section to determine for any Existing Condition the level of an Analyzed Item at any location in, on or under the premises shall be for ground water straight line interpolation methodology utilizing principles of hydrogeologic interpretation, and for soil, the EPA geostatistical software system applicable at any particular time and, notwithstanding any other evidence to the contrary including without limitation anything contained in the reports constituting a part of Exhibit I, the Existing Condition as so determined shall set forth and constitute for all purposes as between the Lessee and the Port Authority the levels of the Analyzed Items in the soil and ground water in, on and under the premises, except, however, for each location from which soil and/or water samples have been taken and the tests results thereof constitute a part of the Existing Condition, for each Analyzed Item that was tested at such location and the test result for such Analyzed Item is a part of the Existing Condition, the level of such Analyzed Item at such location shall be the test result of such Analyzed Item at such location.

(k) (1) It is expressly understood and agreed that the proper handling, delivery, treatment, storage, transportation, disposal and depositing (all of the foregoing being hereinafter collectively called "Disposal"), whether on or

off the Facility, of any soil, dirt, sand, silt, dredged material, water, asbestos, lead, PCB's, demolition or construction debris or other matter (hereinafter collectively called the "Matter") excavated, disturbed or removed by the Lessee (or by any contractor or contractors of the Lessee) at, from or under the premises (or any other area of the Facility) at any time or times and regardless of the nature or composition of such Matter, including without limitation, any and all Disposal of said Matter in connection with the performance of the Lessee's Construction Work or of the Lessee's Additional Work, if any, (as defined Section 8(a)(7) of this Agreement) or the performance of the Wharf Rehabilitation Work (as defined in Section 8B of this Agreement) or the performance of the Additional Demolition Work (as defined in Section 8C of this Agreement) or the repair, replacement or rebuilding of the premises as required under Section 17 of this Agreement, and any and all remediation and Disposal of said Matter and any and all other remediation and Disposal (whether soil, upper aquifer or otherwise) necessary, required or appropriate as a result of, caused by, incidental to or triggered by such excavation, disturbance or removal of the Matter or arising therefrom, and the taking or doing of any and all other action or actions necessary, required or appropriate in connection therewith, shall be, except as set forth in paragraph (k)(2) below, the sole and complete responsibility of the Lessee including, without limitation, all costs and expenses thereof and any and all Environmental Damages, Environmental Requirements, claims, penalties and other expenses relating thereto. The foregoing obligations of the Lessee shall obtain and apply with full force and effect irrespective of the nature or source of any contaminant, pollutant, chemical, waste or other substance or whether any of the same is Hazardous Substance or whether any of the same is at a level or levels above or below the level or levels of any of the Analyzed Items constituting the Existing Condition or whether there has or has not been any increase in such level or levels. The Lessee shall perform all of the foregoing in accordance with and subject to all the terms, provisions, covenants and conditions of this Agreement.

(2) Notwithstanding the foregoing set forth in paragraph (k)(1) above, although the Lessee shall pay all costs and expenses for the Disposal of all Matter performed as part of the Wharf Rehabilitation Work (as defined in Section 8B hereof), the costs and expenses of the Disposal of such Matter shall be included towards the Wharf Rehabilitation Reimbursement Amount to the extent and in the manner set forth in Section 8B hereof, provided, however, the costs and expenses of the Disposal of any Matter disposed of, released, discharged or otherwise placed on, under or about the Facility by the Lessee or any affiliates of the Lessee shall not be included in the Wharf Rehabilitation Reimbursement Amount. The terms and conditions set forth in the

foregoing paragraph (k)(1) above shall not relieve the Port Authority from the payment of and the Port Authority shall pay all costs and expenses for the Disposal of Matter dredged in fulfillment of the Port Authority's obligations pursuant to Section 16(e) and Section 16(f) hereof and all of the costs and expenses of the Disposal of such dredged Matter shall be included in the "Estimated Cubic Yard Cost" as defined in said Section 16(e).

(3) Without limiting the generality of any other term or condition of this Agreement, title to any Matter on the premises or the Facility excavated or removed by the Lessee and not used at the premises shall vest in the Lessee upon the excavation or removal thereof and all such Material shall be delivered and deposited by the Lessee at the Lessee's sole cost and expense to a location off the Facility in accordance with the terms and conditions of this Agreement and all Environmental Requirements. The entire proceeds, if any, of the sale or other disposition of the Material shall belong to the Lessee.

(4) In the event the Lessee discovers any Hazardous Substance in, on or under the premises, the Lessee in reporting such Hazardous Substance shall direct such report to the attention of such individual at the subject governmental authority as the Facility Manager shall require in order to assure consistency in the environmental management of the Facility, provided, however, notwithstanding the foregoing in no event shall the Lessee be required by this paragraph (k)(4) to violate any Environmental Requirement.

(5) Promptly upon final disposition of any Hazardous Substance from the premises or the Facility, the Lessee shall submit to the Port Authority a "Certification of Final Disposal" stating the type and amount of material disposed, the method of disposal and the owner and location of the disposal facility. The format of such certification shall follow the requirements, if any, of governmental agencies having jurisdiction as if the Port Authority were a private organization and the name of the Port Authority shall not appear on any certificate or other document as a generator or owner of such material.

(1) Without limiting the generality of the provisions of Section 22 of this Agreement, the Port Authority and its designees shall have the right but not the obligation to enter upon the premises upon forty-eight (48) hours' notice to the Lessee to conduct testing and related activities from the existing wells made by the borings referred to in Exhibit I, to make additional wells and borings and to conduct testing and related activities therefrom and to perform such activities as shall be necessary to remediate the Existing Condition and to

remove any underground storage tanks existing on the premises after December 1, 2000 and in the exercise of the foregoing rights the Port Authority and its designees shall minimize to the extent practicable the interference with the Lessee's use and occupancy of the premises. In the event that as a result of the performance of such remediation of the Existing Condition the Lessee shall be denied the use of the open area constituting a part of the premises then in such event the Lessee shall be entitled to an abatement of basic rental as set forth in Section 50 hereof.

(m) (1) The parties hereto acknowledge that some of the test results of soil samples set forth in the Initial Environmental Survey exceed the State of New Jersey limits for unrestricted use and that some of the test results of water samples set forth in the Initial Environmental Survey exceed the New Jersey Department of Environmental Protection's Groundwater Quality Standards set forth in N.J.A.C.7:9-6. The Port Authority has taken additional ground water samples from MW-12 and MW-14 as identified in the Initial Environmental Survey and is having them tested for thallium, antimony and lead and has taken additional soil samples within the vicinity of MW-2, MW-13, MW-14 as identified in the Initial Environmental Survey and is having them tested for specified Analyzed Items and, further, it is anticipated that the Port Authority may take additional soil and water samples from the premises to further delineate the extent of these exceedances. The Port Authority shall set forth the results of such tests performed on such additional soil and water samples in a report (it being understood however that the Port Authority shall not have any obligation hereunder to perform any additional sampling and testing) and shall deliver such test results and report to the Lessee. Any such report and test results shall be referred to for the purposes of this Agreement as an "Additional Sampling Report". Upon delivery to the Lessee of an Additional Sampling Report, the test results set forth in such Additional Sampling Report shall (A) supersede and replace the existing Exhibit I or the applicable portions thereof if such test or tests results and report are of samples of Analyzed Items taken from the same well or boring or a new well or boring which is immediately adjacent to such well or boring and shall (B) supplement the existing Exhibit I or the applicable portions thereof if the test or tests results and reports would not supersede any test or tests results and reports in the existing Exhibit I as aforesaid.

(2) After any person performs any remediation on the premises (whether or not with respect to the Initial Space such remediation is performed prior to December 1, 2000 and with respect the Added Space whether or not such remediation is performed prior to the Effective Date, if any), such person, the Lessee (subject to the terms and provisions Section 20 hereof)

or the Port Authority may but shall not be obligated to, sample and test the soil and/or aquifer of the premises or portions thereof and set forth the results of such samplings and tests in a report. Any such report and test results shall be referred to for purposes of this Agreement as a "Remediation Completion Report". Upon delivery of a Remediation Completion Report to the Lessee and the Port Authority, such Remediation Completion Report shall (A) supersede and replace the existing Exhibit I or the applicable portions thereof if such test or tests results and report are of samples of Analyzed Items taken from the same well or boring or a new well or boring which is immediately adjacent to such well or boring and shall (B) supplement the existing Exhibit I or the applicable portions thereof if the test or tests results and report would not supersede any test or tests results and reports in the existing Exhibit I as aforesaid.

(n) Without limiting the generality of the provisions of Section 16 of this Agreement, the Lessee agrees to protect and maintain the wells made by the borings referred to in Exhibit I and paragraph (m) of this Section and shall repair any damage thereto not caused by the activities of the Port Authority or its designees, if any, pursuant to paragraphs (l), (m), (u) and (w) of this Section.

(o) Without limiting the generality of any other term or provision of this Agreement, all of the obligations of the Lessee under this Section shall survive the expiration or earlier termination of the letting of the premises or any portion thereof.

(p) The terms and conditions of this Section are intended to allocate obligations and responsibilities between the Lessee and the Port Authority, and nothing in this Section shall limit, modify or otherwise alter the rights and remedies which the Port Authority or the Lessee may have against third parties at law, equity or otherwise.

(q) Notwithstanding any other term or provision of this Agreement, the Existing Condition shall in no event include any Hazardous Substance whose presence in, on or under the premises was caused by or resulted from the use and occupancy of the premises by the Lessee or by any affiliated company of the Lessee, or the performance of any work by any of them, or the acts or omissions of the Lessee, its officers, agents or employees, or the acts or omissions of any affiliated company of the Lessee or of any sublessees or others who occupied the premises with the permission of the Lessee or with the permission of an affiliated company of the Lessee or their officers, agents or employees.

(r) Notwithstanding any other term or condition of this Agreement, it is hereby understood and agreed that the Lessee's obligations under this Agreement, including without limitation paragraphs (b), (c), (d), (e), (g), (h), (i), (k), (q) and (t) of this Section, shall not be nor be deemed to be affected in any way whatsoever if the Existing Condition or any portion thereof, is or will be remediated or removed by the Lessee in whole or in part in the fulfillment of any of the Lessee's obligations under this Agreement, whether due to the fact the Lessee cannot remediate or remove one or more Hazardous Substances for which it is responsible to remediate or remove without remediating or removing one or more Analyzed Items for which it is not responsible for remediating or removing or due to cost or expedience or for any other reason, and in no event shall the Port Authority have any responsibility for such remediation or removal, including without limitation, any obligation to share in the cost of such remediation or removal.

(s) The Port Authority has advised the Lessee that it is the intention of the Port Authority with respect to the application of pollution prevention programs, "best management practices plans" and other voluntary programs adopted and agreements made by the Port Authority with any governmental agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, states and political subdivisions thereof constituting Environmental Requirements that the Port Authority will treat the Lessee in a similar manner as similarly situated persons at the Facility.

(t) Upon the cessation of the letting hereunder or any portion thereof, whether such cessation be by termination, expiration or otherwise, no level of any Analyzed Item shall exceed the level of such Analyzed Item as set forth in the Existing Condition (the amount of the increase, if any, of each and every Analyzed Item above the Existing Condition being hereinafter collectively called "Analyzed Item Increases"). The Lessee covenants and agrees on or before the cessation of the letting or any portion thereof and subject to the provisions of Section 20 hereof, to remove and/or remediate all Analyzed Item Increases down to the Existing Condition.

(u) (i) It is hereby acknowledged that because of the levels of one or more Hazardous Substances in the soil of the premises, a Governmental Authority and/or an Environmental Requirement may require that a Deed Notice (formerly a Declaration of Environmental Restriction) be recorded with respect to the premises by the fee owner of the premises and that the recording of such Deed Notice may further require that the Basic Lease be amended to permit the recording of such Deed Notice. Further, the Lessee acknowledges the fee owner of the premises is the City of Newark and that the Port Authority has

advised the Lessee that the City of Newark may never record any Deed Notice with respect to the premises or execute a supplement to the Basic Lease permitting the recording of such Deed Notice. The Lessee, in executing this Agreement, agrees that neither the Port Authority nor the City of Newark shall have any obligation to the Lessee under this Agreement or otherwise with respect to the recording of or failure to record such Deed Notice or to the entering into or failure to enter into any amendment to the Basic Lease, except, however, the Port Authority shall not object to the Lessee making a petition to the municipal council of the City of Newark to adopt an ordinance which would authorize appropriate officials to execute on behalf of the City of Newark a Supplemental Agreement to the Basic Lease and to record a Deed Notice which has the approval of the New Jersey Department of Environmental Protection and if required the approval of the United States Environmental Protection Agency, relating to the premises and no other portion of the Facility, to implement the provisions of the New Jersey Brownfields and Contaminated Site Remediation Act, N.J.S.A. 58:10B-1 et. seq., provided, however, the Lessee shall have consulted with the Port Authority on the content and requirements of such proposed Deed Notice and shall have given the Port Authority an opportunity to provide the Lessee, the New Jersey State Department of Environmental Protection, the United States Environmental Protection Agency and the City of Newark the Port Authority's comments on such proposed Deed Notice and that the terms, provisions and requirements of any such proposed Supplemental Agreement and Deed Notice shall be acceptable to the Port Authority, provided, further, however, that such Deed Notice shall not permit the presence on, include or be required by any Hazardous Substance whose presence in, on or under the premises was caused by or resulted from the use and occupancy of the premises by the Lessee or by any affiliated company of the Lessee, or the performance of any work by any of them, or the acts or omissions of the Lessee, its officers, agents or employees, or the acts or omissions of any affiliated company of the Lessee or of any sublessees or others who occupied the premises with the permission of the Lessee or with the permission of an affiliated company of the Lessee or their officers, agents or employees, or whose presence in, on or under the Initial Space occurred after December 1, 2000 and whose presence in, on or under the Added Space occurred after the Effective Date, if any. The Lessee further agrees that neither the recording of any Deed Notice or the execution of a supplement to the Basic Lease permitting such recording or failure of such Deed Notice to be recorded or failure of the Basic Lease to be supplemented to permit such recording, shall be or shall be deemed to be a breach of this Agreement by the Port Authority, including without limitation, any breach of any implied or express covenant of quiet enjoyment.

(ii) It is contemplated that the installation and maintenance of engineering controls may be required and other conditions imposed in connection with any permission to record and the recording of a Deed Notice. Without limiting any other term or provision of this Agreement, the Port Authority shall have the right to enter upon the premises for the purpose of installing any such engineering controls or for the taking of any other action necessary to record, as a condition of or required by, such Deed Notice, provided, however, nothing in this paragraph (u) is intended to nor shall relieve the Lessee of any of its obligations under this Agreement, including without limitation, its obligations pursuant to Sections 8, 16 and 17 hereof. Further, it is hereby agreed that this Agreement and the Lessee's letting and use and occupancy of the premises shall be subject to the requirements of any Deed Notice recorded with respect to the premises and the Lessee shall comply with all the requirements of any such Deed Notice to the extent of the Lessee's obligations set forth elsewhere in this Agreement other than in this subparagraph (u)(ii).

(iii) Without limiting the obligations of the Lessee set forth elsewhere in this Agreement, including but not limited to Sections 11 and 16 hereof and subject to the provisions of Sections 8 and 20 hereof, in addition to the obligations set forth in subparagraph (ii) above, the Lessee agrees that it shall, at its sole cost and expense, install and maintain in good condition pavement or such other protective cap as shall have the prior written approval of the Port Authority and other engineering controls as may be required by the Port Authority on all portions of the premises where the level or levels of any Analyzed Item or Hazardous Substance would preclude unrestricted or unlimited use of such portions of the premises by any Environmental Requirement.

(v) The Lessee agrees that it shall not use any underground storage tanks which were located in, on or under the premises on December 1, 2000.

(w) In the event on or after December 1, 2000 a Governmental Authority shall require that Soil Remediation of the Existing Condition in the Ground Area A Surface Soil Remediation Area be performed then the Port Authority shall perform such Soil Remediation of the Existing Condition in the Ground Area A Surface Soil Remediation Area as required by such Governmental Authority and, further, in the event that on or after the Effective Date, if any, a Governmental Authority shall require that the Existing Condition in either or both the Ground Area A Surface Soil Remediation Area or in the Ground Area B Surface Soil Remediation Area be performed, then the Port Authority shall perform such Soil Remediation of the Existing Condition in the Ground Area A Surface Soil Remediation Area

and/or the Ground Area B Surface Soil Remediation Area as the case shall be and as required by such Governmental Authority, provided, however, if there is no Effective Date and the Estimated Soil Remediation Amount shall exceed Two Million Five Hundred Thousand Dollars and No Cents (\$2,500,000.00) and, in the event there is an Effective Date, then from and after the Effective Date, if the Estimated Soil Remediation Amount shall exceed Four Million Dollars and No Cents (\$4,000,000.00), then in either such event the Port Authority shall have no obligation to the Lessee under this paragraph (w) to perform any Soil Remediation of the Existing Condition or any portion thereof unless the performance by the Port Authority such Soil Remediation of the Existing Condition shall have been expressly approved by the Board of Commissioners of the Port Authority, which approval shall be subject to the gubernatorial veto of the States of New York and New Jersey, and provided, further, however, the Port Authority shall not be obligated pursuant to this paragraph (w) to remediate or remove any material below the top three feet of soil in Ground Area A or below the top two feet of soil in Ground Area B.

(x) Notwithstanding any other term or provision of this Agreement including without limitation Sections 7 and 8 and thereof, the Lessee shall only use the Limited Use Areas for such purposes which do not require the construction on such Limited Use Areas of any improvements other than crane rail, pavement, utilities and/or drainage (except for sewers) and, notwithstanding any other term or provision of this Agreement or any approval granted by the Port Authority pursuant to this Agreement including without limitation any approval given by the Port Authority pursuant to Sections 8 or 20 hereof or otherwise, the Lessee is prohibited from constructing any improvements on the Limited Use Areas other than crane rail, pavement, utilities and drainage (except for sewers).

(y) In the event that the Lessee's use or permitted use of the premises set forth in this Agreement including without limitation Section 7 hereof shall require that any portion of the premises be remediated and such remediation is in addition to that set forth in paragraph (w) above, then in addition to any other rights of termination of the Port Authority under this Agreement, the Port Authority may terminate this Agreement and the letting thereunder with respect to such portion of the premises on sixty (60) days' prior written notice to the Lessee and on the effective date of termination the letting hereunder with respect to such portion of the premises covered by such notice shall cease and expire as if the effective date of termination was the date originally stated herein for the expiration of this Agreement.

Section 10. Ingress and Egress

The Lessee shall have the right of ingress and egress between the premises and the city streets outside the Facility. Such right shall be exercised by means of such pedestrian or vehicular ways, to be used in common with others having rights of passage within the Facility, as may from time to time be designated by the Port Authority for the use of the public. The use of any such way shall be subject to the rules and regulations of the Port Authority which are now in effect or which may hereafter be promulgated for the safe and efficient operation of the Facility. The Port Authority may at any time temporarily or permanently close, or consent to or request the closing of, any such way or any other area at, in or near the Facility presently or hereafter used as such, so long as a means of ingress and egress as provided above remains available to the Lessee. The Lessee hereby releases and discharges the Port Authority and its successors and assigns, of and from any and all claims, demands, or causes of action which the Lessee may now or at any time hereafter have against any of the foregoing, arising or alleged to arise out of the closing of any way or other area whether within or outside the Facility; provided, that, a reasonably equivalent means of ingress and egress remains available. The Lessee shall not do or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the premises or in, along, across or through any streets, ways and walks near the premises.

Section 11. Governmental and Other Requirements

(a) The Lessee shall procure from all governmental authorities having jurisdiction over the operations of the Lessee hereunder, all licenses, certificates, permits and other authorization which may be necessary for the conduct of such operations.

(b) The Lessee shall promptly observe, comply with and execute all laws and ordinances and governmental rules, regulations, requirements, orders and similar items, including without limitation all Environmental Requirements, now or at any time during the occupancy of the premises by the Lessee which as a matter of law are applicable to or which affect (i) the premises, (ii) the operations of the Lessee at the premises or the Facility, (iii) the use and occupancy of the premises and/or (iv) any Hazardous Substance which has migrated from the premises. The Lessee, at its sole cost and expense, shall make any and all structural and non-structural improvements, repairs or alterations of the premises and perform all remediation work and clean up of Hazardous Substances required in order to fully satisfy the compliance obligations set forth in this Agreement.

(c) The obligation of the Lessee to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property in or near the Facility, and proper operation by the Lessee. Such provision herein is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

Section 12. Rules and Regulations

(a) The Lessee covenants and agrees to observe and obey (and to compel its officers, employees and others on the premises with its consent to observe and obey) the Rules and Regulations of the Port Authority now in effect, and such further reasonable rules and regulations (including amendments and supplements thereto) for the government of the conduct and operations of the Lessee as may from time to time during the letting be promulgated by the Port Authority for reasons of safety, health, or preservation of property, or for the maintenance of the good and orderly appearance of the premises, or for the safe or efficient operation of the Facility. The Port Authority agrees that, except in cases of emergency, it will give notice to the Lessee of every such further rule or regulation at least ten (10) days before the Lessee shall be required to comply therewith.

(b) For purposes of this Agreement, the Rules and Regulations now in effect are set forth in the Port Authority's tariff, as incorporated in FMC SCHEDULE PA-10, as the same or any successor tariff may be amended from time to time ("the Tariff"). If a copy of the Tariff is not attached as Exhibit R to this Agreement, then the Port Authority will notify the Lessee thereof either by delivery of a copy, or by publication in a newspaper published in the Port of New York District, or by making a copy available at the office of the Secretary of the Port Authority.

(c) No statement or provision in the Rules and Regulations shall be deemed a representation or promise by the Port Authority that the services or privileges described shall be or remain available, or that the charges, prices, rates or fees stated therein shall be or remain in effect throughout the letting, all of the same being subject to change by the Port Authority from time to time whenever it deems a change advisable.

Section 13. Method of Operation

(a) In the performance of its obligations hereunder and in the use of the premises, the Lessee shall conduct its operations in an orderly and proper manner, so as not to annoy disturb or be offensive to others near the premises or at the Facility, and as soon as reasonably possible the Lessee shall

remove the cause of any objection made by the Port Authority relative to the demeanor, conduct or appearance of any of the employees of the Lessee or of any others on the premises with the consent of the Lessee.

(b) The Lessee shall not allow any garbage, debris or other waste materials (whether solid or liquid) to collect or accumulate on the premises and the Lessee shall remove from the premises and from the Facility all garbage, debris and other waste materials (whether solid or liquid) arising out of its operations hereunder. Any such material which may be temporarily stored shall be kept in suitable waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and in any case to be designed and constructed to contain safely the waste material placed by the Lessee therein. Said receptacles shall be provided and maintained by the Lessee and shall be kept covered except when being filled or emptied. The Lessee shall use extreme care when effecting removal of all such material, and shall in no event make use of any facilities or equipment of the Port Authority for the removal of such material except with the prior consent of the Port Authority.

(c) The Lessee shall not do or permit to be done anything which may interfere with the effectiveness or accessibility of the utility, mechanical, electrical and other systems installed or located anywhere at the Facility.

(d) The Lessee shall not commit any nuisance or permit its employees or others on the premises with its consent to commit or create or continue or tend to create any nuisance in or near the Facility.

(e) The Lessee shall take all reasonable measures to eliminate vibrations tending to damage the premises or the Facility or any part thereof.

(f) The Lessee shall not cause or permit to be caused or produced upon the premises, to permeate the same or to emanate therefrom, any unusual, noxious or objectionable smokes, gases, vapors or odors.

(g) The Lessee shall not do or permit to be done any act or thing at the Facility which shall or may subject the Port Authority to any liability or responsibility for injury to any person or persons or damage to any property.

(h) The Lessee shall not overload any floor, roof, land surface, bulkhead, pavement, landing, pier or wharf at the Facility and shall repair, replace or rebuild any such, including but not limited to supporting members, damaged by overloading.

(i) The Lessee shall permit the use of the premises (not excluding the berthing area) at any time and from time to time for the installation, maintenance and operation of such navigation lights as may be required by the United States Coast Guard or other governmental authority having jurisdiction, and the Lessee shall furnish such electricity as may be required for use by navigation lights which may be so installed.

(j) The Lessee shall not do or permit to be done any act or thing on the premises or at the Facility which (i) will invalidate or conflict with any fire insurance policies covering the premises or any part thereof, or the Facility, or any part thereof, or (ii) which, in the opinion of the Port Authority, may constitute an extra-hazardous condition, so as to increase the risks normally attendant upon the operations permitted by this Agreement, or (iii) which will increase the rate of any fire insurance, extended coverage or rental insurance on the Facility or any part thereof or upon the contents of any building thereon. The Lessee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the Insurance Services office of New Jersey, or of any other board or organization exercising or which may exercise similar functions, which may pertain or apply to the operations of the Lessee on the premises, and the Lessee shall, subject to and in accordance with the provisions of this Agreement relating to construction by the Lessee, make all improvements, alterations and repairs of the premises that may be required at any time hereafter by any such present or future rule, regulation, requirement, order or direction. If by reason of any failure on the part of the Lessee to comply with the provisions of this paragraph, any rate for fire insurance, extended coverage or rental insurance on the premises or any part thereof, or on the Facility or any part thereof, shall at any time be higher than it otherwise would be, then the Lessee shall pay to the Port Authority that part of all premiums paid by the Port Authority which shall have been charged because of such violation or failure by the Lessee.

(k) From time to time and as often as required by the Port Authority, the Lessee shall conduct pressure, water-flow and other appropriate tests of the fire-extinguishing system and fire-fighting equipment on the premises, whether furnished by the Port Authority or by the Lessee. The Lessee shall keep all fire-fighting and fire-extinguishing equipment well supplied with a fresh stock of chemicals and with sand, water or other materials as the case may be, for the use of which such equipment is designed, and shall train the appropriate number of its employees in the use of all such, equipment, including in such training periodic drills.

(1) The Lessee shall promptly raise and remove or cause to be raised and removed any and all objects of any kind, including vessels or other floating structures and equipment (whether or not intended to be floating), owned or operated by the Lessee, or by a corporation, company or other organization or person associated, affiliated or connected with the Lessee or for which the Lessee acts as agent, stevedore or terminal operator, (or of others going to or from the premises on business with the Lessee) which shall have sunk, settled or become partially or wholly submerged at the Facility. In addition, the Lessee shall promptly raise and remove or cause to be raised and removed any and all objects of any kind, including vessels or other floating structures and equipment (whether or not intended to be floating), which shall have sunk, settled or become partially or wholly submerged in the berthing area. The provisions of the immediately preceding sentence shall be applicable whether or not the aforesaid object is owned by the Lessee or is connected in any way with the Lessee or its occupancy of or operations at the premises, and the Port Authority shall have no obligation to raise or remove any such object unless its presence in the berthing area predates the effective date of this Agreement or is the result of the sole negligence or willful act of the Port Authority.

(m) The Lessee shall not throw, discharge or deposit or permit to be thrown, discharged or deposited any cargo, refuse, ashes or any material whatsoever, into or upon the waters of or about the Facility.

Section 14. Signs

(a) Except with the prior consent of the Port Authority, the Lessee shall not erect, maintain or display any advertising, signs, posters or similar devices at or on the premises or elsewhere at the Facility.

(b) Upon demand by the Port Authority, the Lessee shall remove, obliterate, or paint out any and all advertising, signs, posters, and similar devices placed by the Lessee on the premises or elsewhere at the Facility and in connection therewith at the expiration or earlier termination of the letting, shall restore the premises and the Facility to the condition thereof prior to the placement of such advertising, sign, poster or device. In the event of a failure on the part of the Lessee so to remove, obliterate or paint out each and every such piece of advertising, sign, poster or device and so to restore the premises and the Facility after receipt of written notice from the Port Authority, the Port Authority may perform the necessary work and the Lessee shall pay the costs thereof to the Port Authority on demand.

Section 15. Indemnity and Liability Insurance

(a) The Lessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from all claims and demands of third persons including but not limited to claims and demands for death, claims and demands for personal injuries, and claims and demands for property damages, arising out of the use or occupancy of the premises by the Lessee or by its officers, agents, employees, or representatives, contractors, subcontractors or their employees, or by others on the premises with the consent of any of the foregoing persons, or out of any other acts or omissions of the Lessee, its officers, agents or employees on the premises or elsewhere at the Facility, or out of the acts or omissions of others on the premises with the consent of the Lessee, including claims and demands of the party, if any, from which the Port Authority derives its rights in the Facility for indemnification arising by operation of law or through agreement of the Port Authority with such party, excepting only claims and demands which result solely from the negligent or wilful acts of the Port Authority.

(b) If so directed by the Port Authority, the Lessee shall at its own expense defend any suit based upon any such claim or demand (even if such suit, claim or demand is groundless, false or fraudulent) in which event it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or its provisions of any statutes respecting suits against the Port Authority.

(c) The Lessee, in its own name as assured, shall maintain and pay the premiums on the following described policies of liability insurance:

(1) Commercial General Liability Insurance including but not limited to coverage for Premises-Operations and Products Liability-Completed Operations, which coverage shall not exclude claims arising out of or in connection with operations conducted within fifty feet of railroad property, with a minimum combined single limit coverage for bodily injury and property damage of \$ 5,000,000.00. Said insurance shall also include coverage for explosion, collapse and underground property damage hazards. If the Lessee's operations entail the ownership, maintenance, operation, or use of any watercraft, whether owned, non-owned, or hired, the Lessee shall have any

exclusion for such watercraft deleted or shall purchase equivalent coverage under a policy of Protection and Indemnity Insurance and shall provide the Port Authority with a certificate of insurance evidencing such coverage.

(2) Commercial Automobile Liability Insurance covering all owned, non-owned or hired vehicles used in connection with its operations hereunder with a minimum combined single limit coverage for bodily injury and property damage of \$2,000,000.00.

(3) Environmental Liability Insurance, with a minimum combined single limit coverage for bodily injury and property damage for both gradual and sudden occurrences of \$5,000,000.00.

(4) Workers' Compensation and Employers' Liability Insurance in accordance with the requirements of law. The Workers' Compensation Policy shall be specially endorsed to include coverage afforded by (i) the U.S. Longshoremen's and Harbor Workers' Compensation Act and Coverage B - "Jones Act, maritime (including coverage for Masters or Members of the Crew of Vessels) and (ii) Coverage - B under the Federal Employers' Liability Act.

(d) With the exception of the Workers' Compensation and Employers' Liability Insurance Policy, each policy of insurance described in paragraph (c) of this Section shall include the Port Authority as an additional insured (including, without limitation, for purposes of premises operations and completed-operations) and each such policy shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. Each such policy shall contain a contractual liability endorsement covering the indemnity obligations of the Lessee under this Section and such policies shall not contain any care, custody or control exclusions. Such insurance shall also contain an endorsement providing that the protection afforded the Lessee thereunder with respect to any claim or action against the Lessee by a third party shall pertain and apply with like effect with respect to any claim or action against the Lessee by the Port Authority and against the Port Authority by the Lessee, but said endorsement shall not limit,

vary, change or affect the protections afforded the Port Authority as an additional insured.

(e) As to insurance of any type whatsoever required or permitted by any provision of this Agreement, a certified copy of each of the policies or a certificate evidencing the existence thereof, or a binder, shall be delivered to the Port Authority within fifteen (15) days after the execution of this Agreement by the Port Authority and the Lessee and the delivery to the Lessee of a fully executed copy thereof (which date is hereinafter called "the Commencement Date"). In the event any binder is delivered it shall be replaced with due diligence by a certified copy of the policy or by a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified, without giving ten (10) days' written advance notice thereof to the Port Authority. A binder evidencing each renewal policy shall be delivered to the Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy, except for any policy expiring after the date of expiration of the letting hereunder, as the letting may be from time to time extended, and a certificate or a certified copy of each such renewal policy shall be delivered to the Port Authority with due diligence. If at any time any policy shall be or become unsatisfactory to the Port Authority as to form or substance or as to coverages or minimum limits, or if any carrier issuing any one or more such policies shall be or become unsatisfactory to the Port Authority, the Lessee shall promptly obtain one or more new and satisfactory policies in replacement. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

Section 16. Maintenance and Repair

(a) The Lessee shall at all times keep the premises clean, and in an orderly condition and appearance, together with all the fixtures, equipment and personal property of the Lessee located in or on the premises.

(b) The Lessee shall repair, replace, rebuild and paint all or any part of the premises or of the Facility which may be damaged or destroyed by the acts or omissions of the Lessee or by those of its officers or employees, or of other persons on or at the premises with the consent of the Lessee.

(c) Subject to the provisions of paragraph (f) of this Section and Section 17 of this Agreement, throughout the term of the letting under this Agreement, the Lessee shall assume the entire responsibility for, and shall relieve the Port Authority from all responsibility from, all care, maintenance, repair and rebuilding whatsoever in the premises, whether such care,

maintenance, repair, or rebuilding be ordinary or extraordinary, partial or entire, inside or outside, foreseen or unforeseen, structural or otherwise; and without limiting the generality of the foregoing the Lessee shall maintain and make repairs and replacements, structural or otherwise to all improvements located on the premises and all other fixtures, machinery, or equipment now or hereafter belonging to or connected with said premises or the Lessee's operations being conducted thereon, including without limitation thereto all maintenance, repair and replacement of the following items: (1) paving, which shall mean maintenance paving, crack sealing, weed removal, repair of damaged or overstressed surfaces, manholes, catch basins, underground storm water pipes, and grate support systems. In addition, the Lessee shall be responsible for maintenance repairs, and damages, that are required above the structural concrete chamber of catch basins and manholes. Such repairs shall include the concrete brick collar, concrete collar, brick collar, asphalt concrete pavement, Portland cement concrete pavement, the frame and grate or manhole cover and silt bucket when and where applicable. For the purpose of manhole and catch basin repair, the top of the structural chamber shall be the top of the concrete slab that covers the vertical walls of the underground manhole structure, and for the purpose of catch basin and manhole repair, the top of the structural chamber shall be the top of the (cast-in-place or pre-cast) vertical walls of the underground catch basin and manhole structure; (2) crane rails and rail foundations; (3) scales; (4) rail tracks on the premises; (5) lights, light poles and light pole foundations; (6) sprinkler systems; (7) gas and electric from the meter (utility companies are responsible up to the meter); (8) container cranes (excluding Paceco container crane bearing Serial No. 299 and Paceco container crane bearing Serial No. 300); (9) the electrical system, equipment and fixtures, including, without limitation, lighting fixtures, switches, outlets, receptacles and other electrical devices and accessories, and all relamping and fuse replacement; (10) the plumbing system, fixtures and equipment, and all finished plumbing; (11) buildings and all parts thereof; (12) special mooring devices and special loading devices, whether mechanical, electrical, hydraulic or otherwise; (13) fencing, (14) signs; (15) fire extinguishers; and (16) all painting. The Lessee shall maintain all such improvements, fixtures, machinery and equipment at all times in good condition, and shall perform all necessary preventive maintenance thereto so that at the expiration or termination of the letting and all times during the letting, the same (or a reconstruction of all or any part thereof) will be in as good condition as at the commencement of the term of the letting thereof (or, in the case of improvements made during the letting hereunder, in as good condition as at the time of the installation or construction thereof), except for reasonable wear which does not adversely affect the watertight condition or structural integrity of the

buildings or other structures on the premises or adversely affect the efficient or the proper utilization of any part of the premises or the environmental condition thereof. The Lessee shall make frequent periodic inspections of the premises and subject to Sections 8, 17 and 20 of this Agreement shall make all repairs and replacements, and do all rebuilding, inside and outside, ordinary and extraordinary, partial and entire, foreseen and unforeseen, structural or otherwise, regardless of the cause of the condition requiring such repairs, rebuilding or replacements, which repairs, rebuilding and replacements by the Lessee shall be in quality and class not inferior to the original in materials and workmanship.

(d) Without limiting the obligations of the Lessee stated elsewhere in this Agreement, the Lessee shall be solely responsible to the Port Authority for loss or theft of or damage to any and all personal property, equipment and fixtures belonging to the Port Authority or for which it is responsible, located or to be located in or on the premises and shall promptly replace or repair the same within twenty (20) days after such loss, theft or damage (except that if any such repair requires activity over a period of time, then the Lessee shall commence to perform such repair within such twenty (20) day period and shall diligently proceed therewith without interruption); and the Lessee shall yield and deliver the same or replacements thereof to the Port Authority at the expiration or earlier termination of the letting under this Agreement in the same condition as at the commencement of the letting, reasonable wear not materially affecting the efficient use and functioning of the same excepted.

(e) (1) Until and unless the berthing area has been deepened as part of the Lessee's Construction Work to forty-nine (49) feet below mean low water, upon sixty (60) days' notice from the Lessee that any part of the berthing area, except the Forty Foot Area, as hereinafter defined, has shallowed to a depth of thirty-five (35) feet below mean low water, then upon the Lessee's making such part of the berthing area available for dredging operations, the Port Authority, at no expense to the Lessee, shall proceed (to the extent permitted by governmental authorities having jurisdiction) to dredge such part of the berthing area specified in the said notice (or such portion thereof as may be necessary), either directly or through a contractor, to a depth of thirty-seven (37) feet below mean low water. Notwithstanding the provisions set forth above in this subparagraph, upon sixty (60) days' notice from the Lessee that any part of the Forty Foot Area has shallowed to a depth of forty (40) feet below mean low water, then upon the Lessee's making such part of the berthing area available for dredging operations, the Port Authority, at no expense to the Lessee, shall proceed (to the extent permitted by governmental authorities having jurisdiction) to dredge such part of the berthing area specified

in the said notice (or such portion thereof as may be necessary), either directly or through a contractor, to a depth of Forty-two (42) feet below mean low water. "Forty Foot Area" shall mean the approximately one thousand two hundred (1,200) linear feet of the berthing area extending from Station 20 to Station 32. The term "mean low water" as used in this subparagraph shall mean mean low water as most recently at the time of execution of this Agreement determined by observations of the United States Coast and Geodetic Survey. Notwithstanding the foregoing, any dredging required under this subparagraph shall be only such as shall produce (or leave in place) such depths and slopes as may be required in the opinion of the Port Authority for underwater support of structures, which opinion shall be controlling.

(2) From and after such time that the deepening of the berthing area has been completed as part of the Lessee's Construction Work to a depth of at least forty-nine (49) feet below mean low water (which depth of at least forty-nine (49) feet below mean low water in the part of the berthing area designated in subdivision (viii) of paragraph (a)(1) of Section 8 hereof and any other part of the berthing area so deepened by the Lessee, as any such depth may from time to time during the term of the letting be further increased by the Lessee at its sole cost and expense, is hereinafter in this subparagraph called the "Existing Depth"), upon sixty (60) days' notice from the Lessee that any part of the berthing area has shallowed to a depth below mean low water of two (2) feet less than its Existing Depth, then upon the Lessee's making such part of the berthing area available for dredging operations, the Port Authority, at no expense to the Lessee, shall proceed (to the extent permitted by governmental authorities having jurisdiction) to dredge such part of the berthing area specified in the said notice (or such portion thereof as may be necessary), either directly or through a contractor, to its Existing Depth. The term "mean low water" as used in this subparagraph shall mean mean low water as most recently at the time of execution of this Agreement determined by observations of the United States Coast and Geodetic Survey. Notwithstanding the foregoing, any dredging required under this subparagraph shall be only such as shall produce (or leave in place) such depths and slopes as may be required in the opinion of the Port Authority for underwater support of structures, which opinion shall be controlling.

(3) From and after such time that the deepening of the berthing area has been completed as part of the Lessee's Construction Work to a depth of at least fifty-two (52) feet below mean low water (which depth of at least fifty-two (52) feet below mean low water in the part of the berthing area designated in subdivision (ix) of paragraph (a)(1) of Section 8 hereof and any other part of the berthing area so deepened by the Lessee, as any such depth may from time to time during the term of the

letting be further increased by the Lessee at its sole cost and expense, is hereinafter in this subparagraph called the "Existing Depth"), upon sixty (60) days' notice from the Lessee that any part of the berthing area has shallowed to a depth below mean low water of two (2) feet less than its Existing Depth, then upon the Lessee's making such part of the berthing area available for dredging operations, the Port Authority, at no expense to the Lessee, shall proceed (to the extent permitted by governmental authorities having jurisdiction) to dredge such part of the berthing area specified in the said notice (or such portion thereof as may be necessary), either directly or through a contractor, to its Existing Depth. The term "mean low water" as used in this subparagraph shall mean mean low water as most recently at the time of execution of this Agreement determined by observations of the United States Coast and Geodetic Survey. Notwithstanding the foregoing, any dredging required under this subparagraph shall be only such as shall produce (or leave in place) such depths and slopes as may be required in the opinion of the Port Authority for underwater support of structures, which opinion shall be controlling.

(4) Notwithstanding any other provision of this Section, in the event that the Port Authority shall determine that the Estimated Cubic Yard Cost, as hereinafter defined, will exceed Eighty Dollars and No Cents (\$80.00) (which amount is hereinafter called "the Base Cost"), the Port Authority shall not be obligated to perform the dredging work set forth in subparagraph (1), (2) or (3) of this paragraph unless the Lessee shall pay for any amount of the Estimated Cubic Yard Cost which shall exceed the Base Cost. "The Estimated Cubic Yard Cost" shall mean the cost on average of dredging the portion of the berthing area described in the Lessee's notice given to the Port Authority under the aforesaid subparagraphs per cubic yard calculated from the difference in bottom elevations as determined by pre-dredge soundings and the bottom elevations (including normal overdredge amounts) called for hereunder, with such estimate to include, but not be limited to, the cost of dredging, transportation, processing (including amendment, separation, removal, transportation and disposal of trash and debris), disposal (including mobilization at disposal sites) of any dredged material, insurances, compliance with environmental laws and obtaining necessary permits, work to address unanticipated site conditions, and an amount equal to one hundred fifteen percent (115%) of all of the direct staff costs to the Port Authority attributable to all of the foregoing. In the event that the Port Authority shall determine that the Estimated Cubic Yard Cost of any such dredging will exceed the Base Cost, the Port Authority shall so notify the Lessee and the Lessee shall have the right to elect to have the dredging performed subject to its obligation to pay for any such excess cost. In the event that the Lessee shall not elect to pay such excess cost of the

dredging, the Port Authority shall be relieved of its obligation to perform such dredging until such time, if ever, that it shall determine that the Estimated Cubic Yard Cost of such dredging does not exceed the Base Cost. The Base Cost shall be subject to adjustment during the term of the letting under this Agreement in accordance with the provisions of subparagraph (5) of this paragraph.

(5) As used in this subparagraph:

(i) "Index" shall mean the Construction Cost Index published by ENR Magazine.

(ii) "Base Period" shall mean the calendar month of November, 2000.

(iii) "Adjustment Period" shall mean, as the context requires, the calendar month of November, 2001 and the calendar month of November in each calendar year which thereafter occurs during the term of the letting under this Agreement.

(iv) "Anniversary Date" shall mean, as the context requires, December 1, 2001 and each anniversary of such date which thereafter occurs during the term of the letting under this Agreement.

(v) "Percentage Change" shall mean the percentage of change in the Index on each Anniversary Date equal to a fraction the numerator of which shall be the difference between (aa) the Index for the Adjustment Period immediately preceding such Anniversary Date and (bb) the Index for the Adjustment Period immediately preceding the Anniversary Date which immediately precedes such Anniversary Date, and the denominator of which shall be the Index for the Adjustment Period immediately preceding the Anniversary Date which immediately precedes such Anniversary Date.

Commencing on each Anniversary Date and for the period commencing with such Anniversary Date and continuing through the day preceding the next Anniversary Date, or the expiration date of the term of the letting under this Agreement, as the case may be, the Base Cost set forth in subparagraph 4 of this paragraph shall be adjusted by adding to or subtracting from the Base Cost, as the case may be, the product obtained by multiplying the Base Cost by the Percentage Change for such Anniversary Date. For purposes of any adjustment under this subparagraph, the Base Cost employed in the calculation described in the immediately preceding sentence shall be the Base Cost as previously adjusted under this paragraph.

In the event the Index shall hereafter be converted to a different standard reference base or otherwise revised or ENR Magazine shall cease to publish the Index, then for the purposes hereof there shall be substituted for the Index such other appropriate index or indices properly reflecting changes in construction costs in a manner similar to that established in the Index used in the latest adjustment as the Port Authority may in its discretion determine. If after an adjustment in the Base Cost shall have been fixed for any period, the Index used for computing such adjustment shall be changed or adjusted, then the adjustment of the Base Cost for that period shall be recomputed accordingly.

(6) Notwithstanding any other provision of this Section, the Port Authority shall not be obligated to perform the dredging work set forth in subparagraph (1), (2) or (3) of this paragraph as to any part of the portion of the berthing area described in the Lessee's notice given to the Port Authority under the aforesaid subparagraphs as long as any vessel or other floating structure, equipment or other personal property (whether or not intended to be floating) is sunk, settled or partially or wholly submerged in such part of the berthing area. The provisions of this subparagraph shall be applicable whether or not the aforesaid object is owned by the Lessee or is connected in any way with the Lessee or its occupancy of or operations at the premises. The Port Authority shall have no obligation to raise or remove any such object unless its presence in the berthing area predates the effective date of this Agreement or is the result of the sole negligence or willful act of the Port Authority.

(f) Except under circumstances as to which paragraph (b) of this Section applies, upon receipt of notice that repair or replacement of such of the following as are located in or are a part of the premises is required: (1) the structure of the wharf, fender systems (but not backing logs or bumpers), and standard mooring devices; (2) the water distribution system (i) up to the closer of twenty (20) feet from the exterior building walls of the building being serviced or the valve connection thereto and (ii) up to the closer of the ships' water pits or the single meter on the premises or closest meter on the premises servicing said water pit (but in no event the ships' water pits themselves); and (3) the underground sanitary systems; the Port Authority will make such repairs and replacements to the extent necessary to keep such part of the premises in a reasonably good condition for the operations of the Lessee hereunder, but the Port Authority shall not be obligated to make any repairs or replacements to bring the premises, excepting the wharf, to a better condition than that existing at the commencement of the letting, or to bring the wharf to a better condition than that existing upon the completion of the Wharf Rehabilitation Work, as

defined in Section 8B hereof. The Port Authority's responsibilities under this paragraph shall be limited to bearing the expense of repair or replacement, and without limiting the foregoing the Port Authority shall have no responsibility with respect to any repairs or replacements which are the obligation of the Lessee under any other provision of this Agreement. The Port Authority shall have no responsibility with respect to any repairs or replacements which are required because of any casualty whether or not insured or insurable, except as expressly provided in Section 17 of this Agreement. If the Port Authority shall fail, after a reasonable period of time to perform its repair and replacement obligations under this paragraph, the Lessee, as its sole remedy, shall perform the work, and the Port Authority shall on demand pay the Lessee its actual certified cash expenditures to third parties therefor, or, at the option of the Port Authority, shall extend to the Lessee a credit against its rental obligations under this Agreement in an amount equal to such expenditures. Furthermore, prior to the commencement by the Port Authority of any work set forth in the Lessee's notice to the Port Authority, the Lessee shall take all precautions necessary to protect persons or property at the Facility, including the immediate performance by the Lessee of any work required to correct conditions which involve danger to persons or property, and the Port Authority will reimburse the Lessee for such work as provided in this paragraph. The Lessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents, and representatives, from and against all claims and demands, including but not limited to claims and demands for death, claims and demands for personal injuries, and claims and demands for property damages, of any third persons whatsoever, including, but not limited to, the Lessee's officers, employees, agents, and representatives which may arise from the condition of the premises or any part thereof, or from the failure of the Lessee to notify the Port Authority of conditions requiring repair or replacement, or from the failure of the Lessee to make timely corrections of dangerous or potentially dangerous conditions in or on the premises. Except as set forth above, the Lessee hereby releases and discharges the Port Authority, its Commissioners, officers, employees, agents, and representatives from any liability for damages to the Lessee, consequential, or otherwise, in connection with any of the provisions of this paragraph concerning repairs or replacements to any portion of the premises, including without limitation thereto any failure on the part of the Port Authority for any reason whatsoever to make any repair or replacement, and including without limitation thereto any act or omission of the Port Authority, its officers, agents, employees, contractors or their employees, connected with the performance of such repairs or replacements.

Section 17. Casualty

(a) In the event that as a result of a casualty, whether or not insured or insurable, the premises are damaged the Lessee shall rebuild the same with due diligence. Without in any way limiting the obligations of the Lessee set forth in the first sentence of this paragraph, with respect to all portions of the premises, the Lessee shall secure and maintain in its own name as assured and shall pay the premiums on the following policy of insurance in the limit set forth below, which policy shall be effective during the term of the letting under this Agreement:

(1) All risk property damage insurance covering the full replacement cost of any property owned, leased, or within the care, custody or control of the Lessee and now or in the future located on or constituting a part of the premises, except for any personal property owned by the Port Authority. Full replacement cost shall be determined by the Port Authority. No omission on the part of the Port Authority to make such determination shall relieve the Lessee of its obligations to maintain the appropriate insurance under this paragraph. Such insurance shall cover and insure against such hazards and risks as at least would be insured against under the Standard Form of Fire Insurance policy in the State of New Jersey, or any successor thereto, and the broadest form of extended coverage endorsement prescribed as of the effective date of said insurance by the rating organization having jurisdiction, including without limitation hazards and risks of flood, earthquake, windstorm, cyclone, tornado, hail, explosion, riot, civil commotion, aircraft, vehicles, smoke, and boiler and machinery hazards and risks, and, if the Port Authority so requests, also covering nuclear property losses and contamination (if said coverage regarding nuclear property losses and contamination is or becomes available).

(2) Unless otherwise directed by the Port Authority, the property damage insurance policy required by this paragraph shall name the Port Authority and the Lessee (with insurance clauses consistent with the provisions of this Agreement) as the insureds, as their respective interests may appear, and shall provide that loss, if any, shall be adjusted with and payable to the Port Authority. As to any insurance required by this paragraph, a certificate of insurance, or binders, shall be delivered by the Lessee to the Port Authority on or before the Commencement Date. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certificate of insurance. Each such policy shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified, without giving at least thirty (30) days' written

advance notice thereto to the Port Authority and an endorsement to the effect that the insurance as to the interest of the Port Authority shall not be invalidated by any act or negligence of the Lessee or any other insured. Each policy of insurance shall have attached thereto an endorsement that the Port Authority will be given at least thirty (30) days' prior notice of any material change in the policy. A certificate of insurance with respect to a renewal policy shall be delivered to the Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy, except for any policy expiring after the date of expiration of the effective period hereof. If at any time the policy required by this paragraph shall be or become unsatisfactory to the Port Authority as to form or substance, or if the carrier issuing such policy shall be or become unsatisfactory to the Port Authority, the Lessee shall promptly obtain a new and satisfactory policy in replacement.

The proceeds of insurance from coverages secured in accordance with this paragraph shall be made available to the Lessee and shall be applied by the Lessee strictly and solely to the repair, replacement, or rebuilding of the premises as provided in this Agreement. The procedures for such rebuilding shall be the same as for the initial construction as set forth in Section 8 hereof. The Lessee shall not be entitled to any abatement of the rentals payable hereunder at any time by reason of such casualty.

(b) If there shall be an excess of the proceeds of insurance over the cost of the repair, replacement or rebuilding of the premises as required under paragraph (a) of this Section, then the Lessee shall identify to the Port Authority other capital improvements on the premises beyond the aforesaid work required in connection with the casualty, including, without limitation, any portion of the Lessee's Construction Work, and the Port Authority shall make such excess proceeds available to the Lessee for such capital improvements; provided, however, that the Lessee shall commence such capital improvements within one (1) year of the Port Authority's receipt of the proceeds of insurance, and if the Lessee shall not so proceed in a timely manner, all of such proceeds shall be returned to the Port Authority regardless of any expenditure by the Lessee on such capital improvements.

(c) The Port Authority and the Lessee hereby stipulate that neither the provisions of Titles 46:8-6 and 46:8-7 of the Revised Statutes of New Jersey nor those of any other similar statute shall extend or apply to this Agreement.

(d) In the event of damage to or a partial or total destruction of the premises, the Lessee shall within thirty (30) days after the occurrence commence to remove from the premises or from the portion thereof destroyed, all damaged property (and all debris thereof) including damaged buildings and structures, and all damaged property belonging to the Lessee or to any third person whatsoever, and thereafter shall diligently continue such removal, and if the Lessee does not perform its obligation hereunder, the Port Authority may remove such debris and dispose of the same and may remove such property to a public warehouse for deposit or may retain the same in its own possession and sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale, and second to any sums owed by the Lessee to the Port Authority, with any balance remaining to be paid to the Lessee; if the expenses of such removal, storage and sale shall exceed the proceeds of sale, the Lessee shall pay such excess to the Port Authority on demand. Without limiting any term or provision of this Agreement, the Lessee shall indemnify and save harmless the Port Authority, its officers, agents, employees, contractors and subcontractors, from and against any and all claims of third persons arising out of the exercise by the Port Authority of its right to remove property as hereinabove provided including all claims for conversion, all claims for damage or destruction of property, all claims for injuries to persons (including death), and all other claims for damages, consequential or otherwise.

Section 18. Assignment and Sublease

(a) The Lessee covenants and agrees that it will not sell, convey, transfer, assign, mortgage or pledge this Agreement or any part thereof, or any rights created thereby or the letting thereunder or any part thereof, without the prior written consent of the Port Authority.

(b) The Lessee shall not sublet the premises or any part thereof without the prior written consent of the Port Authority.

(c) If the Lessee assigns, sells, conveys, transfers, mortgages, pledges or sublets in violation of paragraphs (a) or (b) of this Section or if the premises are occupied by any person, firm or corporation other than the Lessee, the Port Authority may collect rent from any assignee, sublessee, or anyone who claims a right to this Agreement or to the letting or who occupies the premises, and shall apply the net amount collected to the rental herein reserved; and no such collection shall be deemed a waiver by the Port Authority of the covenants contained in paragraphs (a) and (b) of this Section, nor an acceptance by the Port Authority of any such assignee, sublessee, claimant or occupant as tenant, nor a release of the Lessee by

the Port Authority from the further performance by the Lessee of the covenants contained in this Agreement.

(d) The Lessee further covenants and agrees that it will not use or permit any person whatsoever to use the Facility or any portion thereof for any purpose other than as provided in Section 7 of this Agreement.

Section 19. Condemnation

(a) (1) Upon the acquisition by condemnation or the exercise of the power of eminent domain by anybody having a superior power of eminent domain of an interest in all or any part of the premises, or in the case of any deed, lease or other conveyance in lieu thereof (any such acquisition under this Section 19 being hereinafter referred to as a "taking" or "conveyance"), the Port Authority shall purchase from the Lessee, and the Lessee shall sell to the Port Authority, the Lessee's leasehold interest (excluding any of its personal property whatsoever) in the premises, except that in the event of a taking of less than all of the said premises, the Port Authority shall purchase and the Lessee shall sell only so much of the Lessee's leasehold interest in the premises as are taken. The sole and entire consideration to be paid by the Port Authority to the Lessee shall be an amount equal to the Unamortized Investment of the Lessee in the Generic Work (as defined in Section 42(a) hereof), if any, of the Lessee in the premises or, in the event of a permanent taking of less than all of the said premises, an amount equal to the Unamortized Investment of the Lessee in the Generic Work (as such defined in Section 42(a) hereof), if any, of the Lessee in so much of the premises as are taken. However, the Port Authority shall purchase and the Lessee shall sell only if the consideration paid by the Port Authority therefor will constitute "unamortized Port Authority funds other than bond proceeds or federal or state grants, expended for capital improvements at the Newark Marine and Air Terminals", within the meaning of said phrase as used in Section 26, I, D of the Basic Lease or if an amount not less than such consideration can otherwise be retained by the Port Authority (and not be required to be paid to The City of Newark) out of the damages or award in respect to such taking without violation of any obligation of the Port Authority to The City of Newark under the Basic Lease. Such purchase and sale shall take effect as of the date upon which such body having superior power of eminent domain obtains possession of any such interest in the premises, and in that event, the Lessee (except with respect to its personal property), shall not have any claim or right to claim or be entitled to any portion of the amount which may be awarded as damages or paid as a result of such taking, and all rights to damages, if any, of the Lessee (except for damages to its personal property) by reason thereof are hereby assigned to the Port Authority.

(2) In the event of the taking of all of the premises and if the Lessee has no Unamortized Investment of the Lessee in the Generic Work (as defined in Section 42(a) hereof) in the premises at the time of the taking, then the aforesaid agreement to purchase and sell said leasehold interest shall be null and void; and in that event, this Agreement and all rights granted by this Agreement to the Lessee to use or occupy the premises for its exclusive use and all rights, privileges, duties and obligations of the parties in connection therewith or arising thereunder shall terminate as of the date of the taking, and in that event, the Lessee (except with respect to its personal property) shall not have any claim or right to claim or be entitled to any portion of the amount which may be awarded as damages or paid as a result of such taking, and all rights to damages, if any, of the Lessee (except for damages to its personal property and its moving expenses) by reason thereof are hereby assigned to the Port Authority.

(3) In the event that the taking covers fifty percent (50%) or more of the total usable area of the premises, then the Lessee and the Port Authority shall each have an option exercisable by notice given within ten (10) days after the effective date of such taking to terminate the letting hereunder with respect to the premises not taken, as of the date of such taking and such termination shall be effective as if the date of such taking were the original date of expiration hereof. If the Port Authority exercises this option, it shall purchase from the Lessee the Lessee's leasehold interest (excluding any of its personal property whatsoever) in the premises not taken for a consideration equal to the Unamortized Investment of the Lessee in the Generic Work (as defined in Section 42(a) hereof), if any, of the Lessee in the premises not taken. If the letting of the entire premises is not terminated the settlement or abatement of rentals after the date possession is taken by the body having a superior power of eminent domain shall be in accordance with Section 50 hereof.

(b) In the event that all or any portion of the premises is required by the Port Authority to comply with any present or future governmental law, rule, regulation, requirement, order or direction, the Port Authority may by notice, which if practicable shall be given ninety (90) days in advance, to the Lessee terminate the letting with respect to all or such portion of the premises so required. Such termination shall be effective on the date specified in the notice. The Lessee hereby agrees to deliver possession of all or such portion of the premises so required upon the effective date of such termination in the same condition as that required for the delivery of the premises upon the date originally fixed by this Agreement for the expiration of the term of the letting. No

taking by or conveyance to any governmental authority as described in paragraph (a) of this Section, nor any delivery by the Lessee nor taking by the Port Authority pursuant to this paragraph, shall be or be construed to be an eviction of the Lessee or a breach of this Agreement or be made the basis of any claim by the Lessee against the Port Authority for damages, consequential or otherwise.

(c) Except as set forth in subparagraph (1) of paragraph (a) of this Section, in the event that the taking or conveyance covers the entire premises, or in the event that the letting is terminated with respect to the entire premises pursuant to paragraph (b) of this Section, then this Agreement shall, as of the date possession is taken by such agency or agencies from the Port Authority, or as of the effective date of such termination, cease and determine in the same manner and with the same effect as if the said date were the original date of expiration hereof.

(d) Except as set forth in subparagraph (1) of paragraph (a) of this Section, in the event that the taking or conveyance covers a part only of the premises, or in the event that the letting is terminated pursuant to paragraph (b) of this Section with respect to a part only of the premises, then the letting as to such part shall, as of the date possession thereof is taken by such agency or agencies, or as of the effective date of such termination, cease and determine in the same manner and with the same effect as if the term of the letting had on that date expired, and the basic rental shall be abated as provided in Section 50 hereof.

(e) In the event that the taking by the Port Authority pursuant to paragraph (b) of this Section covers fifty per cent (50%) or more of the total usable area of the premises, then the Lessee and the Port Authority shall each have an option exercisable by notice given within ten (10) days after such taking to terminate the letting hereunder, as of the date of such taking, and such termination shall be effective as if the date of such taking were the original date of expiration hereof.

Section 20. Construction by the Lessee

Except as may be otherwise expressly provided in Section 8 hereof, the Lessee shall not erect any structures, make any improvements or do any other construction work on the premises or alter, modify or make additions, improvements or repairs to or replacements of, any structure now existing or built at any time during the letting, or install any fixtures without the prior consent of the Port Authority. Except for the Lessee's personal property, in the event any construction, improvement, alteration, modification, addition, repair or replacement is made, with or

without the Port Authority's consent, and unless the consent of the Port Authority shall expressly provide otherwise, the same shall immediately become the property of the Port Authority, and the Lessee shall have no right to remove the same either during the letting or at the expiration thereof unless the Port Authority, at any time prior to the expiration of the term of the letting, or any extension or renewal thereof, shall give notice to the Lessee to remove the same, or to cause the same to be changed to the satisfaction of the Port Authority, in which case the Lessee agrees to remove the same, or change it in compliance with such notice. In case of any failure on the part of the Lessee to comply with such notice, the Port Authority may effect the removal or change, and the Lessee hereby agrees to pay the cost thereof to the Port Authority upon demand.

Section 21. Additional Rent and Charges

(a) If the Port Authority has paid any sum or sums or has incurred any obligations or expense which the Lessee has agreed to pay or reimburse the Port Authority for, or if the Port Authority is required or elects to pay any sum or sums or incurs any obligations or expense by reason of the failure, neglect or refusal of the Lessee to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Agreement or as a result of an act or omission of the Lessee contrary to the said conditions, covenants and agreements, the Lessee shall pay to the Port Authority the sum or sums so paid or the expense so incurred, including all interest, costs, damages and penalties, and the same may be added to any installment of rent thereafter due hereunder, and each and every part of the same shall be and become additional rent, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of any of the rentals set forth in this Agreement. No payment made by the Lessee to the Port Authority under this Section shall be or be deemed a waiver by the Lessee of any right to contest its making of such payment.

(b) Should the Port Authority elect to use its operating and maintenance staff in performing any work and to charge the Lessee with the cost thereof, any time report of any employee of the Port Authority showing hours of work or labor allocated to such work, or any stock requisition of the Port Authority showing the issuance of materials for use in the performance thereof, shall be prima facie evidence against the Lessee that the amount of such charge was necessary.

(c) The term "cost" in this Section shall mean and include: (1) Payroll costs, including contributions to the Retirement System, or the cost of participation in other pension plans or systems, insurance costs, sick-leave pay, holiday, vacation and authorized-absence pays; (2) Cost of materials and

supplies used; (3) Payments to contractors; (4) Any other direct costs; and (5) 30% of the sum of the foregoing.

Section 22. Rights of Entry Reserved

(a) The Port Authority, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times to enter upon the premises for the purpose of inspecting the same, for observing the performance by the Lessee of its obligations under this Agreement, and for the doing of any act or thing which the Port Authority may be obligated or have the right to do under this Agreement or otherwise.

(b) Without limiting the generality of the foregoing, the Port Authority, by its officers, employees, agents, representatives, and contractors, and on behalf of furnishers of utilities and other services, shall have the right, for its own benefit, for the benefit of the Lessee, or for the benefit of others than the Lessee at the Facility, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the premises at all reasonable times to make such repairs, replacements or alterations as the Port Authority shall deem necessary or advisable and, from time to time, to construct or install over, in or under the premises new systems or parts thereof, and to use the premises for access to other parts of the Facility otherwise not conveniently accessible; provided, however that in the exercise of such rights of access, repair, alteration or new construction the Port Authority shall not unreasonably interfere with the use and occupancy of the premises by the Lessee.

(c) In the event that any property of the Lessee shall obstruct the access of the Port Authority, its employees, agents or contractors to any of the existing or future utility, mechanical, electrical and other systems and thus shall interfere with the inspection, maintenance or repair of any such system, the Lessee shall move such property, as directed by the Port Authority, in order that the access may be had to the system or part thereof for its inspection, maintenance or repair, and, if the Lessee shall fail so to move such property after written direction from the Port Authority to do so, the Port Authority may move it and the Lessee hereby agrees to pay the cost of such moving upon demand.

(d) Nothing in this Section shall impose, or shall be construed to impose upon the Port Authority any obligations so to construct or maintain or to make repairs, replacements, alterations or additions, or shall create any liability for any failure so to do. The Lessee is and shall be in exclusive control and possession of the premises and the Port Authority shall not in any event be liable for any injury or damage to any

property or to any person happening on or about the premises or for any injury or damage to the premises or to any property of the Lessee or of any other person located therein or thereon (other than those occasioned by the acts of the Port Authority).

(e) At any time and from time to time during ordinary business hours within the three (3) months next preceding the expiration of the letting, the Port Authority, by its agents and employees, whether or not accompanied by prospective lessees, occupiers or users of the premises, shall have the right to enter thereon for the purpose of exhibiting and viewing all parts of the same, and during such three-month period the Port Authority may place and maintain on the premises, the usual "To Let" signs, which signs the Lessee shall permit to remain without molestation.

(f) If, during the last month of the letting, the Lessee shall have removed all or substantially all its property from the premises and shall have discontinued operations, the Port Authority may immediately enter and alter, renovate and redecorate the premises.

(g) The exercise of any or all of the foregoing rights by the Port Authority or others shall not be or be construed to be an eviction of the Lessee nor be made the grounds for any abatement of rental nor any claim or demand for damages, consequential or otherwise.

Section 23. Limitation of Rights and Privileges Granted

(a) The premises are let to the Lessee and the Lessee takes the same subject to all the following: (i) easements, restrictions, reservations, covenants and agreements, if any, to which the premises may be subject; rights of the public in and to any public street; (ii) rights, if any, of any enterprise, public or private, which is engaged in furnishing heating, lighting, power, telegraph, telephone, steam, or transportation services and of the municipality and State in which the premises are located; (iii) permits, licenses, regulations and restrictions, if any, of the United States the municipality or State in which the premises are located, or other governmental authority.

(b) No greater rights or privileges with respect to the use of the premises or any part thereof are granted or intended to be granted to the Lessee by this Agreement, or by any provision thereof, than the rights and privileges expressly and specifically granted.

(c) Nothing in this Agreement contained shall grant to the Lessee any rights whatsoever in the air space above the roof

of any building or buildings or portion of any building or buildings, if any are included in the premises (except to the extent required in either case for the performance of any of the obligations of the Lessee hereunder), or more than twenty (20) feet above the present ground level of any open area included in the premises (except to the extent required for the operation of the container cranes on the premises and the movement and storage of containers). If any construction or installation is contemplated in this Agreement, the height thereof above ground shall be as determined solely by the Port Authority.

Section 24. Prohibited Acts

(a) The Lessee shall not do or permit to be done anything which may interfere with the effectiveness or accessibility of the drainage and sewerage system, water system, communications system, fuel system, electrical, fire-protection system, sprinkler system, alarm system, fire hydrants and hoses and other systems, if any, installed or located on, under, or in the premises.

(b) The Lessee shall not dispose of nor permit any one to dispose of any waste material (whether liquid or solid) by means of the toilets, manholes, sanitary sewers or storm sewers in the premises or on the Facility except after treatment in installations or equipment included in plans and specifications submitted to and approved by the Port Authority.

(c) The Lessee shall not operate any engine or any item of automotive equipment in any enclosed space on the premises unless such space is adequately ventilated and unless such engine or item of automotive equipment is equipped with a proper spark arresting device which has been approved by the Port Authority.

(d) Unless otherwise expressly permitted so to do, the Lessee shall not install, maintain or operate, or permit the installation, maintenance or operation on the premises of any vending machine or device designed to dispense or sell food, beverages, tobacco, tobacco products or merchandise of any kind, whether or not included in the above categories, or of any restaurant, cafeteria, kitchen, stand or other establishment of any type for the preparation, dispensing or sale of food, beverages, tobacco, tobacco products or merchandise of any kind, whether or not included in the above categories or of any equipment or device for the furnishing to the public of service of any kind, including therein, without limitation thereto, telephone pay-stations.

(e) The Port Authority, by itself, or by contractors, lessees, or permittees, shall have the exclusive right to install, maintain and receive and retain the revenues from all

coin-operated or other machines or devices for the sale of merchandise of all types, or for the rendering of services, which may be operated on the premises, provided, however, that no such machine or device shall be installed except upon the request of the Lessee. This provision shall not be construed to confer upon the Lessee any right to have such machine installed except at the sole discretion of the Port Authority.

(f) The Lessee shall not overload any floor and shall repair any floor, including supporting members, and any paved area damaged by overloading. Nothing in this paragraph or elsewhere in this Agreement shall be or be construed to be a representation by the Port Authority of the weight any floor will bear.

(g) The Lessee shall not fuel or defuel its automotive vehicles or other equipment in the enclosed portions of the premises without the prior approval of the Manager of the Facility.

(h) The Lessee shall not keep or store in the premises, explosives, inflammable liquids or solids or oxidized materials or use any cleaning materials having a harmful corrosive effect on any part of the premises, except for those materials normally used in the operation of a marine terminal and stored in a structure normally used for the storage of such materials and made safe for the storage thereof.

(i) The Lessee shall not use or permit the use of any truss or structural supporting member of the building or roof or any part thereof for the storage of any material or equipment, or to hoist, lift, move or support any material or equipment or other weight or load, by means of said trusses or structural supporting members.

(j) The Lessee shall not dispose of, release or discharge nor permit anyone to dispose of, release or discharge any Hazardous Substance on or from the premises, and shall not dispose of, release or discharge or permit anyone subject to its control or authority to dispose of, release or discharge any Hazardous Substance at the Facility. Any Hazardous Substance disposed of, released or discharged by the Lessee (or permitted by the Lessee to be disposed of, released or discharged) on or from the premises or at the Facility, shall upon notice by the Port Authority to the Lessee and subject to the provisions of Section 20 hereof, be completely removed, cleaned up and/or remediated by the Lessee. The obligations of the Lessee pursuant to this paragraph shall survive the expiration or termination of this Agreement.

Section 25. Termination

(a) If any one or more of the following events shall occur, that is to say:

(1) The Lessee shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement or its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or of any State thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property; or

(2) By order or decree of a court the Lessee shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or, if the Lessee is a corporation, by any of its stockholders, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any State thereof; or

(3) A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against the Lessee and shall not be dismissed within thirty (30) days after the filing thereof; or

(4) The letting or the interest of the Lessee under this Agreement shall be transferred to, pass to or devolve upon, by operation of law or otherwise, any other person, firm or corporation; or

(5) The Lessee shall, without the prior approval of the Port Authority, become a possessor or merged corporation in a merger, a constituent corporation in a consolidation, or a corporation in dissolution; or

(6) If the Lessee is a partnership, the said partnership shall be dissolved as the result of any act or omission of its partners or any of them, or by operation of law or the order or

decree of any court having jurisdiction, or for any other reason whatsoever; or

(7) By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the Lessee, and such possession or control shall continue in effect for a period of fifteen (15) days; or

(8) (i) The Lessee shall voluntarily abandon, desert or vacate the premises or discontinue its operations at the premises or at the Facility or (ii) after exhausting or abandoning any right of further appeal, the Lessee shall be prevented for a period of thirty (30) days by action of any governmental agency from conducting its operations on the premises, regardless of the fault of the Lessee; or

(9) Any lien shall be filed against the premises because of any act or omission of the Lessee and shall not be discharged or bonded within thirty (30) days; or

(10) The Lessee shall fail duly and punctually to pay the rental or to make any other payment required under this Agreement when due to the Port Authority; or

(11) The Lessee shall fail to keep, perform and observe each and every other promise, covenant and agreement set forth in this Agreement, on its part to be kept, performed or observed, within twenty (20) days after its receipt of notice of default thereunder from the Port Authority (except where fulfillment of its obligation requires activity over a period of time, and the Lessee shall have commenced to perform whatever may be required for fulfillment within twenty (20) days after receipt of notice, and continues such performance without interruption except for causes beyond its control);

then upon the occurrence of any such event or at any time thereafter during the continuance thereof, the Port Authority may by twenty (20) days' written notice terminate the letting and the rights of the Lessee under this Agreement, such termination to be effective upon the date specified in such notice. Such right of

termination and the exercise thereof shall be and operate as a conditional limitation.

(b) If any of the events enumerated in paragraph (a) of this Section shall occur prior to the commencement of the letting, the Lessee shall not be entitled to enter into possession of the premises, and the Port Authority, upon the occurrence of any such event, or at any time thereafter during the continuance thereof may, by twenty-four (24) hours' notice, cancel the interest of the Lessee under this Agreement, such cancellation to be effective upon the date specified in such notice.

(c) No acceptance by the Port Authority of rentals, fees, charges or other payments in whole or in part for any period or periods after a default of any of the terms, covenants and conditions hereof to be performed, kept or observed by the Lessee shall be deemed a waiver of any right on the part of the Port Authority to terminate the letting. No waiver by the Port Authority of any default on the part of the Lessee in performance of any of the terms, covenants or conditions hereof to be performed, kept or observed by the Lessee shall be or be construed to be a waiver by the Port Authority of any other or subsequent default in performance of any of the said terms, covenants and conditions.

(d) The rights of termination described above shall be in addition to any other rights of termination provided in this Agreement and in addition to any rights and remedies that the Port Authority would have at law or in equity consequent upon any breach of this Agreement by the Lessee, and the exercise by the Port Authority of any right of termination shall be without prejudice to any other such rights and remedies.

Section 26. Right of Re-entry

The Port Authority shall, as an additional remedy upon the giving of a notice of termination as provided in Section 25 of this Agreement, have the right to re-enter the premises and every part thereof upon the effective date of termination without further notice of any kind, and may regain and resume possession either with or without the institution of summary or other legal proceedings, or otherwise. Such re-entry, or regaining or resumption of possession, however, shall not in any manner affect, alter or diminish any of the obligations of the Lessee under this Agreement, and shall in no event constitute an acceptance of surrender.

Section 27. Waiver of Redemption

The Lessee hereby waives any and all rights to recover or regain possession of the premises and all rights of redemption, granted by or under any present or future law in the event it is evicted or dispossessed for any cause, or in the event the Port Authority obtains possession of the premises in any lawful manner.

Section 28. Survival of the Obligations of the Lessee

(a) In the event that the letting shall have been terminated in accordance with a notice of termination as provided in Section 25 of this Agreement (it being understood by the parties that this Section shall have no application to a termination pursuant to Section 25(a)(8)(ii)), or the interest of the Lessee shall have been cancelled pursuant thereto, or in the event that the Port Authority has re-entered, regained or resumed possession of the premises in accordance with the provisions of Section 26 of this Agreement, the Lessee shall pay to the Port Authority, upon such termination or cancellation, re-entry, regaining or resumption of possession, subject to the provisions of Section 29 hereof, the damages set forth in paragraph (b) of this Section, and the damages under subparagraph (b)(3) of this Section shall be payable to the Port Authority on the first anniversary of the first day of the first full calendar month next following the earlier of the date of termination or cancellation, re-entry, regaining or resumption of possession. The Port Authority may maintain separate actions from time to time to recover the damage or deficiency then due, if any, (less the proper discount), or at its option and at any time may sue to recover the full deficiency, if any, (less the proper discount) for the entire unexpired term.

(b) The amount or amounts of damages for the period of time subsequent to termination or cancellation (or re-entry, regaining or resumption of possession) shall be:

(1) the amount of all unfulfilled monetary obligations of the Lessee under this Agreement, including, without limitation thereto, all sums constituting additional rental under Section 21 of this Agreement, and all sums constituting the rentals under Section 3, Section 4, Section 5, Section 6 and Section 41(b) of this Agreement, accrued prior to the effective date of termination, and the cost to and expenses of the Port Authority for fulfilling all other obligations of the Lessee which would have accrued or matured during the balance of the term or on the expiration date originally fixed or within a stated time after expiration or termination; and

(2) an amount equal to the cost and the expenses of the Port Authority in connection with the termination, cancellation, regaining, possession and restoring and reletting the premises, the Port Authority's legal expenses and costs, and the Port Authority costs and expenses for the care and maintenance of the premises during any period of vacancy; and

(3) on account of the Lessee's obligations with respect to basic rental, the Container Throughput Rental, and the Guaranteed Rental, an amount equal to the fair market rental value of the leasehold, without calculation for present value, at the time of the first anniversary of the first day of the first full calendar month next following the earlier of the date of termination or cancellation, re-entry, regaining or resumption of possession.

(c) Notwithstanding any other provision of this Section, and without limiting the generality thereof, the Lessee shall pay to the Port Authority liquidated damages in the amounts set forth below in this paragraph. The aforesaid liquidated damages shall be payable in full by the Lessee to the Port Authority on the first day of the first calendar month next following the termination or cancellation (or re-entry, regaining or resumption of possession), and said liquidated damages shall be in addition to, and not in substitution of, any other damages payable under this Section. In addition, the said liquidated damages shall not be subject to reduction under the provisions of Section 29 hereof.

(1) On account of the Lessee's basic rental obligations, an amount equal to the basic rental payable under Sections 3 and 4 hereof for the twelve-month period commencing on the first day of the first calendar month next following the earlier of the date of termination or cancellation (or re-entry, regaining or resumption of possession); and

(2) On account of the Lessee's obligations under this Agreement with respect to the Container Throughput Rental and the Guaranteed Rental, an amount equal to the amount of each such rental payable by the Lessee during the period of twelve full calendar months immediately preceding the earlier of the date of termination or cancellation (or re-entry, regaining or resumption of possession).

(d) Without limiting the generality of any other provision of this Section, in the event that the letting shall have been terminated in accordance with a notice of termination

as provided in Section 25 of this Agreement, or the interest of the Lessee shall have been cancelled pursuant thereto, or in the event that the Port Authority has re-entered, regained or resumed possession of the premises in accordance with the provisions of Section 26 of this Agreement, the Port Authority shall have the right to require the Lessee to assign to the Port Authority any then outstanding contract or contracts entered into by the Lessee for the performance of the Lessee's Construction Work or the Lessee's Additional Work. The contract or contracts to be so assigned, if any, shall be determined by the Port Authority acting in its sole discretion and designated by written notice from the Port Authority to the Lessee. In the event that the Lessee shall assign any such contract to the Port Authority under the provisions of this paragraph, the Lessee shall be fully responsible and liable for the payment of any amounts accrued under such contract through the date that the letting shall have been terminated in accordance with a notice of termination as provided in Section 25 of this Agreement, or the interest of the Lessee shall have been cancelled pursuant thereto, or in the event that the Port Authority has re-entered, regained or resumed possession of the premises in accordance with the provisions of Section 26 of this Agreement. The Lessee agrees that it shall include in each contract entered into by it for the performance of the Lessee's Construction Work or the Lessee's Additional Work provisions allowing the assignment of said contract to the Port Authority. Nothing contained in this paragraph shall be or be deemed an agreement by the Port Authority to accept an assignment and/or to perform any contract entered into by the Lessee for the performance of the Lessee's Construction Work or the Lessee's Additional Work or shall create or be deemed to create any rights against the Port Authority in any contractor or other third party with respect to any such contract.

(e) Nothing contained above in this Section or in Section 29 hereof shall or shall be construed to lessen, limit, mitigate, release or in any way affect any of the obligations of the Lessee under Section 8, Section 9 or Section 31 of this Agreement, which obligations shall remain in full force and effect notwithstanding any such termination or cancellation, re-entry, regaining or resumption of possession.

Section 29. Reletting by the Port Authority

The Port Authority, upon termination or cancellation pursuant to Section 25 of this Agreement, or upon any re-entry, regaining or resumption of possession pursuant to Section 26 of this Agreement, may occupy the premises or may relet the premises and shall have the right to permit any person, firm or corporation to enter upon the premises and use the same. Such reletting may be of part only of the premises or of the premises, and for a period of time the same as or different from the balance of the term of the letting hereunder remaining, and on

terms and conditions the same as or different from those set forth in this Agreement. The Port Authority shall also, upon termination or cancellation pursuant to Section 25 of this Agreement, or upon re-entry, regaining or resumption of possession pursuant to Section 26 of this Agreement, have the right to repair and to make structural or other changes in the premises, including changes which alter the character of the premises and the suitability thereof for the purposes of the Lessee under this Agreement, without affecting, altering or diminishing the obligations of the Lessee hereunder. In the event either of any reletting or of any actual use and occupancy by the Port Authority (the mere right to use and occupy not being sufficient however) there shall be credited to the account of the Lessee against its survived obligations hereunder any net amount remaining after deducting from the amount actually received from any lessee, licensee, permittee or other occupier in connection with the use of the premises (or portion thereof) during the balance of the term of the letting as the same is originally stated in this Agreement, or from the market value of the occupancy of such portion of the premises as the Port Authority may itself during such period actually use and occupy, all reasonable expenses, reasonable costs and reasonable disbursements incurred or paid by the Port Authority in connection therewith. Neither any such letting nor any such other use or occupancy shall be or be construed to be an acceptance of a surrender. It is understood by the Port Authority and the Lessee that the Port Authority has no obligation to relet the premises or any portion thereof or to use or occupy the premises or any portion thereof itself, except to the extent as may be required by law; provided, however, that the Port Authority will offer the premises or portions thereof in the general maritime real estate rental market promptly upon the cessation of the Lessee's operations, removal by the Lessee of its equipment and trade fixtures removable without material damage to the premises, and its substantial restoration of the premises required under Section 31 of this Agreement.

Section 30. Remedies to Be Nonexclusive

All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to the Port Authority at law or in equity, and neither the exercise of any remedy, nor any provision in this Agreement for a remedy or an indemnity shall prevent the exercise of any other remedy.

Section 31. Surrender

(a) The Lessee covenants and agrees to yield and deliver peaceably to the Port Authority possession of the premises on the date of the cessation of the letting, whether such cessation be by termination, expiration or otherwise,

promptly and in the condition required by the provisions of Section 16(c) hereof regarding the condition of the premises at the expiration or termination of the letting hereunder; .

(b) Unless required for the performance by the Lessee of its obligations hereunder, the Lessee shall have the right at any time during the letting to remove from the premises, all its equipment, removable fixtures and other personal property, and all property of third persons for which the Lessee is responsible, and on or before the expiration or earlier termination of the letting it shall remove all of the same from the premises, repairing all damage caused by any removal; provided, however, that the Lessee shall have ninety (90) days from any termination (but not expiration) of the letting to remove any container cranes from the premises. If the Lessee shall fail to remove such property on or before the termination or expiration of the letting, the Port Authority may remove such property to a public warehouse for deposit or may retain the same in its own possession and in either event may sell the same at public auction, provided, however, that the Port Authority shall have given the Lessee twenty (20) days' notice of the Port Authority's intent to sell such property at public auction, the proceeds of which shall be applied: first to the expenses of removal, including repair required thereby, and of storage and sale; second, to any sums owed by the Lessee to the Port Authority, with any balance remaining to be paid to the Lessee; if the expenses of such removal, repair, storage and sale shall exceed the proceeds of sale, the Lessee shall pay such excess to the Port Authority upon demand. Without limiting any other term or provision of this Agreement, the Lessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, agents, employees and contractors from all claims of third persons arising out of the Port Authority's removal and disposition of property pursuant to this Section, including claims for conversion, claims for loss of or damage to property, claims for injury to persons (including death), and claims for any other damages, consequential or otherwise.

Section 32. Acceptance of Surrender of Lease

No agreement of surrender or to accept a surrender shall be valid unless and until the same shall have been reduced to writing and signed by the duly authorized representatives of the Port Authority and of the Lessee. Except as expressly provided in this Section, neither the doing of, nor any omission to do, any act or thing, shall be deemed an acceptance of a surrender of the letting or of this Agreement.

Section 33. Notices

(a) All notices, permissions, requests, consents and approvals given or required to be given to or by either the Port Authority or the Lessee, except as otherwise expressly provided herein, shall be in writing, and all such notices and requests shall be (i) personally delivered to the party or to the duly designated officer or representative of such party; or (ii) delivered to an office of such party, officer or representative during regular business hours; or (iii) delivered to the residence of such party, officer or representative at any time; or (iv) forwarded to such party, officer or representative at the office or residence address by registered or certified mail, or delivered to such party at such address by "Federal Express" or similar courier service. In addition, notice to the Lessee may be delivered to the premises at any time to the offices of the terminal manager; provided, however, that said notice shall also be delivered to the Lessee as set forth in subdivision (i), (ii), (iii) or (iv) of the immediately preceding sentence. The Lessee shall designate an office within the Port of New York District and an officer or representative whose regular place of business is at such office. Until further notice, the Port Authority hereby designates its Executive Director, and the Lessee designates the person whose name appears on the first page of this Agreement as their respective officers or representatives upon whom notices and requests may be served, and the Port Authority designates its office at One World Trade Center, New York, New York 10048, and the Lessee designates its office, the address of which is set forth in Page 1 of this Agreement, as their respective offices where notices and requests may be served.

(b) If any notice is mailed or delivered, the giving of such notice shall be complete upon receipt or, in the event of a refusal by the addressee, upon the first tender of the notice to the addressee or at the permitted address.

Section 34. General

(a) Wherever in this Agreement the Lessee agrees or is required to do or has the right to do, any act or thing, the following shall apply:

(1) If the Lessee is a corporation, its obligations shall be performed by it and its rights shall be exercised only by its officers and employees; or

(2) If the Lessee is a partnership, its obligations shall be performed and its rights shall be exercised by its partners and employees only; or

(3) If the Lessee is an individual, his obligations shall be performed and his rights shall be exercised by himself and his employees only;

except that the Lessee may use contractors, including without limitation P&O Ports North America Inc., in the performance of its obligations to maintain and repair the premises and to supply watching and stevedoring services, including, cooperating, clerking, checking, and extra labor functions at the Facility provided, that if separate contractors are engaged to perform any of the foregoing services nevertheless the active management, direction, administration and executive action involved in the operations of the Lessee shall all be performed at all times during the letting solely by the Lessee, its officers and employees, and provided, further, that the Lessee shall be fully responsible to the Port Authority for the acts and omissions of such contractors and their officers, agents, representatives, employees and persons on the premises with their consent to the same extent as if the same were the employees of the Lessee. None of the provisions of this paragraph (a) shall be taken to alter, amend or diminish any obligation of the Lessee assumed in relation to its invitees, business visitors, agents, representatives, contractors, customers, guests, or other persons, firms or corporations doing business with it or using or on or at the premises with its consent.

(b) If more than one individual or other legal entity is the Lessee under this Agreement, each and every obligation hereof shall be the joint and several obligation of each such individual or other legal entity.

(c) Unless otherwise stated in this Agreement, in its use of the premises the Lessee shall act only for its own account and, without limiting the generality of the foregoing, shall not act as agent, representative, factor, broker, forwarder, bailee, or consignee without legal title to the subject matter of the consignment, except to the extent necessary for exercise of the rights of user granted by this Agreement.

(d) The Lessee's representative, hereinbefore specified in this Agreement, (or such substitute as the Lessee may hereafter designate in writing) shall have full authority to act for the Lessee in connection with this Agreement and any things done or to be done hereunder, and to execute on the Lessee's behalf any amendments or supplements to this Agreement or any extension thereof.

(e) The Section headings in this Agreement are inserted only as a matter of convenience and for reference, and they in no way define or limit or describe the scope or intent of any provision hereof.

(f) All payments required of the Lessee by this Agreement shall be made by mail to the Port Authority at P. O. Box 17309, Newark, New Jersey, 07194, or to such other address as may be substituted therefor. Alternatively, with the advance written permission of the Port Authority, the Lessee may make such payments via wire transfer to the Port Authority to such bank and to such account number as the Port Authority shall advise the Lessee in writing from time to time. Until such time as the Port Authority shall advise the Lessee differently, the Port Authority designates PNC Bank-New Jersey as the bank to which payments should be wired as follows:

Bank: PNC Bank-New Jersey
ABA Number: 031207607
Account Number: 8101105967

(g) This Agreement does not constitute the Lessee the agent or representative of the Port Authority for any purpose whatsoever. Neither a partnership nor any joint venture is hereby created, notwithstanding the fact that all or a portion of the rental to be paid hereunder may be determined by gross receipts from the operations of the Lessee hereunder.

(h) As used in Sections 13 and 22, the phrase "utility, mechanical, electrical and other systems" shall mean and include (without limitation thereto) the following: machinery, engines, dynamos, boilers, elevators, escalators, incinerators and incinerator flues, systems for the supply of fuel, electricity, water, gas and steam, plumbing, heating, sewerage, drainage, ventilating, air-conditioning, communications, fire-alarm, fire-protection, sprinkler, telephone, telegraph and other systems, fire hydrants and fire hoses, and their respective wires, mains, switches, conduits, lines, tubes, valves, pipes, motors, cables, fixtures and other equipment.

(i) All designations of time herein contained shall refer to the time-system then officially in effect in the municipality wherein the premises are located.

(j) The rights of the Port Authority in the Facility are those acquired by it pursuant to the Basic Lease, hereinafter defined in this Agreement, and no greater rights are granted or intended to be granted to the Lessee hereunder than the Port Authority has power thereunder to grant. The letting shall in any event terminate simultaneously with the termination or expiration of the Basic Lease. The Lessee shall have no surviving obligations to pay any then unpaid rents to the Port Authority in the event of a termination of the letting under this Agreement as a result of a termination or expiration of the Basic Lease.

(k) Nothing herein contained shall prevent the Port Authority from entering into an agreement with The City of Newark pursuant to which the Basic Lease is surrendered, canceled or terminated; provided, that, The City of Newark, at the time of such agreement, assumes the obligations of the Port Authority under this Agreement.

(l) As used in this Agreement, "Facility", "Port Newark" or "marine terminal" shall mean the land and premises in the City of Newark, in the County of Essex and State of New Jersey, which are easterly of the right-of-way of the Central Railroad of New Jersey and are shown upon the exhibit attached to the Basic Lease and marked "Exhibit A" (thereto), as contained within the limits of a line of crosses appearing on the said Exhibit A and marked (by means of the legend) "Boundary of Terminal Area in City of Newark", and lands contiguous thereto within the County of Essex which may have been heretofore or may hereafter be acquired by the Port Authority to use for marine terminal purposes.

(m) "Basic Lease" shall mean that agreement of lease respecting marine and air terminals entered into with the Port Authority by the City of Newark (New Jersey) under date of October 22, 1947, and recorded in the Office of the Register of the County of Essex on October 30, 1947, in Book E-110 of Deeds, on pages 242 et seq. as the said agreement of lease has been heretofore or may be hereafter from time to time supplemented and amended.

(n) In the event that obstruction lights are now or in the future shall be installed on the premises, the Lessee agrees to furnish the Port Authority without charge, electricity for energizing such obstruction lights daily for a period commencing thirty (30) minutes before sunset and ending thirty (30) minutes after sunrise (as sunset and sunrise may vary from day to day throughout the year) and for such other periods as may be directed or requested by the Control Tower of Newark Airport.

(o) As used in this Agreement, "letting" shall include any extension of the letting under this Agreement, whether made by agreement or by operation of law, and "Manager of the Facility" or "Facility Manager" or "Manager" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the said Manager or in the Superintendent of the Facility by this Agreement; but until further notice from the Port Authority to the Lessee, it shall mean the Manager (or the Acting Manager) Port Authority Marine Terminals-New Jersey for the time being, or his duly designated representative or representatives.

(p) No designation in this Agreement of any area as a street, highway, roadway or other comparable characterization,

whether or not by name, shall be or be deemed to be an admission, recognition or acknowledgement of public or private rights in the area so designated, or as a dedication for or a consent to any public or private use of the same. All use in this Agreement of names and designations in connection with such areas is merely for the purpose of fixing geographical locations.

(q) So long as the Lessee shall pay all rentals provided for in this Agreement and shall observe and perform all the terms, covenants and conditions on the Lessee's part to be observed and performed under this Agreement, the Lessee may peaceably and quietly enjoy the premises, during the term of the letting, without hindrance or molestation by anyone claiming by, through or under the Port Authority, subject, nevertheless, to the terms, covenants and conditions of this Agreement, it being understood that the Port Authority's liability hereunder shall obtain only so long as it remains the lessee of the premises.

(r) The Port Authority, for the benefit of itself and of others using the Facility with its consent, shall have the right of access and passage for vessels along, upon and across the waters of the berthing area or any part thereof, to the extent only that such right may be exercised without unreasonably interfering with the operations of the Lessee.

(s) Without in any way limiting the obligations of the Lessee as elsewhere stated in this Agreement, the Lessee shall be liable to the Port Authority for any damage done to the Facility or to any part thereof, or to any property of the Port Authority thereon through any act or omission of those in charge of any one or more vessels, steamers, tugboats, barges, lighters, or other floating equipment, or highway or other vehicles, or other transportation equipment while the same are at, coming to or leaving the premises, except for damages to the Facility (other than the premises) caused by any one or more of such vessels, steamers, tugboats, barges, lighters, or other floating equipment, or highway or other vehicles, or other transportation equipment as may be coming to or leaving the premises without previous knowledge on the part of the Lessee.

(t) The Lessee recognizes that height restrictions, due primarily to the proximity of Newark Airport to the premises, now exist and that they may at any time be changed, including changes that make them more onerous and restrictive. The Lessee and all persons, firms and corporations using the premises or any part thereof with the express or implied consent of the Lessee, shall at all times obey such height restrictions as may be posted from time to time or otherwise communicated to the Lessee by the Port Authority, whether or not through the Manager of the Facility.

Section 35. Premises

(a) The Port Authority shall deliver the premises to the Lessee in its presently existing "as is" condition. The Lessee agrees to and shall take the premises in its "as is" condition and the Port Authority shall have no obligations under this Agreement for finishing work or preparation of any portion of the premises for the Lessee's use, except as are set forth in Section 8B and Section 8C hereof.

(b) The Lessee acknowledges that it has not relied upon any representation or statement of the Port Authority or its Commissioners, officers, employees or agents as to the condition of the premises or the suitability thereof for the operations permitted on the premises by this Agreement. The Lessee, prior to the execution of this Agreement, has thoroughly examined the premises as existing and has found the same to be suitable and satisfactory for the operations of the Lessee contemplated and permitted under this Agreement. Without limiting any obligation of the Lessee to commence operations under this Agreement at the time and in the manner stated elsewhere in this Agreement, the Lessee agrees that no portion of the premises will be used initially or at any time during the letting which is in a condition unsafe or improper for the conduct of the operations of the Lessee, so that there is possibility of injury or damage to life or property, and the Lessee further agrees that before any use it will immediately correct any such unsafe or improper condition.

(c) Except for claims and demands which result solely from the negligent or wilful acts of the Port Authority, the Port Authority shall not be liable to the Lessee for injury or death to any person or persons whomsoever, or for damage to any property whatsoever at any time in the premises or elsewhere at the Facility, including but not limited to any such injury, death or damage from falling material, water, rain, hail, snow, gas, steam, or electricity, whether the same may leak into, or flow from any part of the Facility or from any other place or quarter.

Section 36. Force Majeure

(a) Neither the Port Authority nor the Lessee shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortages of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, tides, riots, rebellion, sabotage or any other circumstances for which it is not responsible and which are not within its control; provided, however, that this paragraph shall not apply to failures by the Lessee to pay the rentals specified in Sections 3, 5 and 41(b)

hereof and shall not apply to any other charges or money payments payable by the Lessee, except that this paragraph shall apply to the Lessee's obligation to make any payment to the Port Authority under the provisions of paragraph (b) of Section 40 hereof.

(b) The Port Authority shall be under no obligation to supply any service or services if and to the extent and during any period that the supplying of any such service or services or the use of any component necessary therefor shall be prohibited or rationed by any federal, state or municipal law, rule, regulation, requirement, order or direction and if the Port Authority deems it in the public interest to comply therewith, even though such law, rule, regulation, requirement, order or direction may not be mandatory on the Port Authority as a public agency.

(c) No abatement, diminution or reduction of the rent or other charges payable by the Lessee, shall be claimed by or allowed to the Lessee for any inconvenience, interruption, cessation or loss of business or other loss caused, directly or indirectly, by any present or future law, rule, requirement, order, direction, ordinance or regulation of the United States of America, or of the state, county or city government, or of any other municipal, governmental or lawful authority whatsoever, or by priorities, rationing or curtailment of labor or materials, or by war or any matter or thing resulting therefrom, or by any other cause or causes beyond the control of the Port Authority, nor shall this Agreement be affected by any such causes.

Section 37. Brokerage

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 any and every claim for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation and execution of this Agreement.

Section 38. Non-Liability of Individuals

Neither the Commissioners of the Port Authority nor any Directors of the Lessee, nor any of them, nor any officer, agent or employee of the Port Authority or any officer, member, manager, agent or employee of the Lessee shall be charged personally by either party with any liability, or held liable to either party 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.

Section 39. Services

(a) The Port Authority shall be under no obligation to supply the Lessee with any services provided by utility companies and other service providers, including but not limited to water, gas, electricity, sewer service, heat, steam, air-conditioning, telephone, telegraph, cable, or electrical guard or watch service.

(b) The Lessee shall promptly pay all water-bills covering its own consumption, including but not limited to water delivered and sold by the Lessee to vessels berthing at the premises. In the event that any such water-bill or bills shall remain unpaid for a period of six (6) months after the same becomes due and payable, or in the event that any such bill remains unpaid at the date of expiration or earlier termination of the letting under this Agreement, the Port Authority may pay the same and any interest or penalties thereon, and the total payment or payments shall constitute an item of additional rental, payable to the Port Authority on demand.

(c) The Lessee agrees to heat the enclosed portions of the premises to a sufficient temperature, or to bleed pipes, so that the plumbing, fire-protection and sprinkler system, if any, will not be damaged by reason of low temperatures.

(d) If any federal, state, municipal or other governmental body, authority or agency, or any public utility or other entity providing any service, assesses, levies, imposes, makes or increases any charge, fee, rent or assessment on the Port Authority, for any service, system or utility now or in the future supplied to or available at the premises or to any tenant, lessee, occupant or user thereof, or to the structures or buildings, which, or a portion or portions of which, are included in the premises, the Lessee shall, at the option of the Port Authority exercised at any time and from time to time by notice to the Lessee, pay, in accordance with any such notice, such charge, fee, rent or assessment or such increase thereof (or the portion thereof allocated by the Port Authority to the premises or to the operations of the Lessee under this Agreement) either directly to the governmental body, authority or agency, or to the public utility or other entity, or directly to the Port Authority, as such notice may direct. All such payments shall constitute items of additional rental.

(e) No failure, delay or interruption in any service or services, whether such service or services shall be supplied by the Port Authority or by others, shall relieve or be construed to relieve the Lessee of any of its obligations hereunder, or shall be or be construed to be an eviction of the Lessee, or shall constitute grounds for any diminution or abatement of the

rental or rentals payable under this Agreement, or grounds for any claim by the Lessee for damages, consequential, or otherwise.

(f) Without in any wise affecting the obligations of the Lessee elsewhere stated in this Agreement, the Lessee shall, subject to the provisions of Section 16 of this Agreement, provide, maintain and keep in good order, condition and repair any and all meters (to be located as designated by the Port Authority, other governmental authority or utility), ship-filling lines and other water-using equipment and facilities.

Section 40. Port Guarantee

(a) For purposes of this Agreement, the following terms shall have the meanings set forth below:

(1) "Carrier" shall mean P&O Nedlloyd Container Line Limited, as more fully described in Section 48(a)(2) hereof;

(2) "Carrier's Containers" shall mean Qualified Containers carrying cargo for which P&O Nedlloyd Container Line Limited is acting as common carrier;

(3) "Port" shall mean the Port of New York District (as defined in Section 43 hereof);

(4) "Port Throughput Year" shall mean as the context requires the calendar year commencing on January 1, 2003 and each calendar year thereafter occurring during the term of the letting under this Agreement (with the period from January 1, 2030 through November 30, 2030 to be deemed a calendar year subject to the proration provisions of this Agreement).

(b) The Lessee agrees that the number of the Carrier's Containers transported to or from the Port shall not be less than the Port Throughput Guarantee Number, as hereinafter defined, for the respective Port Throughput Year. "The Port Throughput Guarantee Number" shall be a percentage (hereinafter called "the Port Percentage") of the Carrier's Containers transported during the respective Port Throughput Year to or from marine terminals located during the term of the letting on the east coast of the North American continent in the geographical range from Halifax, Canada through and including Norfolk, Virginia (which marine terminals are hereinafter called "the East Coast Terminals"). The Port Percentage for each Port Throughput Year shall be as set forth in the Schedule attached hereto, hereby made a part hereof and marked "Schedule C" opposite the respective Port Throughput Year. In the event that during any Port Throughput Year the number of the Carrier's Containers transported to or from the Port shall be less than ninety percent (90%) of the Port Throughput Guarantee Number for that Port Throughput Year, the

Lessee shall pay to the Port Authority a sum (hereinafter called "the Port Throughput Fee") equal to the product obtained by multiplying (1) Twenty Dollars and No Cents (\$20.00) by (2) the difference between the Port Throughput Guarantee Number for that Port Throughput Year and the actual number of the Carrier's Containers transported to or from the Port during that Port Throughput Year, with payment to be made as set forth in paragraph (c) of this Section.

(c) The Lessee shall pay the Port Throughput Fee as follows: on February 28, 2003, and on the 30th day of each and every month thereafter occurring during the first Port Throughput Year and each subsequent Port Throughput Year occurring during the term of the letting (or the 28th day if a February and the 29th of February if a leap year), including the month following the end of each such Port Throughput Year, the Lessee shall render to the Port Authority a statement certified by a responsible officer of the Lessee showing the total number of the Carrier's Containers transported to or from the Port during the preceding month and the cumulative number of the Carrier's Containers transported to or from the Port from the date of the commencement of the Port Throughput Year for which the report is made through the last day of the preceding month, and also showing the total number of the Carrier's Containers transported to or from the East Coast Terminals during the preceding month and the cumulative number of the Carrier's Containers transported to or from the East Coast Terminals from the date of the commencement of the Port Throughput Year for which the report is made through the last day of the preceding month; each monthly statement shall be accompanied by monthly vessel activity reports to substantiate the statement, showing the total number of the Carrier's Containers transported to or from the Port and to or from the East Coast Terminals during the month for which the report is made. If the statement rendered for the month following the end of each Port Throughput Year shall show that the cumulative number of the Carrier's Containers transported to or from the Port during that Port Throughput Year is less than ninety percent (90%) of the Port Throughput Guarantee Number for that Port Throughput Year, the Lessee shall pay to the Port Authority the Port Throughput Fee at the time of rendering such statement. The Port Authority shall have the audit rights set forth in Section 43 with respect to all matters pertaining to the determination of the Port Throughput Fee.

(d) Notwithstanding any provision to the contrary contained in this Section, the Port Percentage of forty-two percent (42%), as set forth in Schedule C hereto for the Port Throughput Year ending on December 31, 2004, shall not be increased and shall remain at forty-two percent (42%) for purposes of the calculation of the Port Throughput Fee in the event that the Forty-five Foot Deepening, as hereinafter defined,

shall not have been completed by December 31, 2004. "Forty-five Foot Deepening" shall mean the following work to be performed by the United States Corps of Engineers (hereinafter called "the Corps") or such successor or other United States agency performing the present functions of the Corps: the completion of a channel of a depth of forty-five (45) feet below mean low water in the Kill Van Kull and the Newark Bay sufficient to allow passage of a single ship at one time to or from Port Newark. The term "mean low water" as used in this paragraph shall mean mean low water as most recently at the time of execution of this Agreement determined by observations of the United States Coast and Geodetic Survey. The calculation of the Port Throughput Fee shall be made based on the Port Percentage of forty-two percent (42%) until such time as the Forty-five Foot Deepening is completed, and upon the completion thereof the calculation of the next payable Port Throughput Fee shall reflect the Port Percentage of forty-two (42%) for any portion of the Port Throughput Year preceding the completion of the Forty-five Foot Deepening and shall reflect the Port Percentage of forty-four percent (44%) for any portion of the Port Throughput Year following the completion thereof, unless the Forty-five Foot Deepening shall be completed on the last day of the Port Throughput Year, in which event the Port Percentage for the entire Port Throughput Year next following the Port Throughput Year in which the Forty-five Foot Deepening shall be completed shall be forty-four percent (44%). Thereafter the Port Percentage shall increase in the succession set forth in Schedule C hereto for the succeeding Port Throughput Years without regard to the actual calendar year of the Port Throughput Year set forth in said Schedule C. In addition, and notwithstanding any provision to the contrary contained in this Section, the Port Percentage of fifty-one percent (51%), as set forth in Schedule C hereto for the Port Throughput Year ending on December 31, 2009, or such lower Port Percentage as shall then be in effect pursuant to the provisions set forth above in this paragraph (which applicable Port Percentage is hereinafter called "the 2009 Port Percentage"), shall not be increased and shall remain at the 2009 Port Percentage for purposes of the calculation of the Port Throughput Fee in the event that the Fifty Foot Deepening, as hereinafter defined, shall not have been completed by December 31, 2009. "Fifty Foot Deepening" shall mean the following work to be performed by the Corps or such successor or other United States agency performing the present functions of the Corps: the completion of a channel of a depth of fifty (50) feet below mean low water in the Kill Van Kull and the Newark Bay sufficient to allow passage of a single ship at one time to or from Port Newark. The calculation of the Port Throughput Fee shall be made based on the 2009 Port Percentage until such time as the Fifty Foot Deepening is completed, and upon the completion thereof the calculation of the next payable Port Throughput Fee shall reflect the 2009 Port Percentage for any portion of the Port Throughput

Year preceding the completion of the Fifty Foot Deepening and shall reflect the next succeeding Port Percentage for any portion of the Port Throughput Year following the completion thereof, unless the Fifty Foot Deepening shall be completed on the last day of the Port Throughput Year, in which event the Port Percentage for the entire Port Throughput Year next following the Port Throughput Year in which the Fifty Foot Deepening shall be completed shall be the Port Percentage next succeeding the 2009 Port Percentage. Thereafter the Port Percentage shall increase in the succession set forth in Schedule C hereto for the succeeding Port Throughput Years without regard to the actual calendar year of the Port Throughput Year set forth in said Schedule C.

(e) Notwithstanding any provision to the contrary contained in this Section, the Port Percentage of forty-four percent (44%), as set forth in Schedule C hereto for the Port Throughput Year ending on December 31, 2005, shall not be increased and shall remain at forty-four percent (44%) for purposes of the calculation of the Port Throughput Fee in the event that the Dredging, as defined in Section 8(a)(3) hereof, shall not have been completed by December 31, 2005 because of the inability of the Lessee to obtain all necessary permits and governmental authorizations to perform the Dredging. The calculation of the Port Throughput Fee shall be made based on the Port Percentage of forty-four percent (44%) until such time as the Dredging is completed, and upon the completion thereof the calculation of the next payable Port Throughput Fee shall reflect the Port Percentage of forty-four percent (44%) for any portion of the Port Throughput Year preceding the completion of the Dredging and shall reflect the Port Percentage of forty-six percent (46%) for any portion of the Port Throughput Year following the completion thereof, unless the Dredging shall be completed on the last day of the Port Throughput Year, in which event the Port Percentage for the entire Port Throughput Year next following the Port Throughput Year in which the Dredging shall be completed shall be forty-six percent (46%). Thereafter the Port Percentage shall increase in the succession set forth in Schedule C hereto for the succeeding Port Throughput Years without regard to the actual calendar year of the Port Throughput Year set forth in said Schedule C. In addition, and notwithstanding any provision to the contrary contained in this Section, the Port Percentage of fifty-two percent (52%), as set forth in Schedule C hereto for the Port Throughput Year ending on December 31, 2010, or such lower Port Percentage as shall then be in effect pursuant to the provisions set forth above in this paragraph (which applicable Port Percentage is hereinafter called "the 2010 Port Percentage"), shall not be increased and shall remain at the 2010 Port Percentage for purposes of the calculation of the Port Throughput Fee in the event that the Fifty-two Foot Dredging, as defined in Section 8(a)(5) hereof,

shall not have been completed by December 31, 2010 because of the inability of the Lessee to obtain all necessary permits and governmental authorizations to perform the Fifty-two Foot Dredging. The calculation of the Port Throughput Fee shall be made based on the 2010 Port Percentage until such time as the Fifty-two Foot Dredging is completed, and upon the completion thereof the calculation of the next payable Port Throughput Fee shall reflect the 2010 Port Percentage for any portion of the Port Throughput Year preceding the completion of the Fifty-two Foot Dredging and shall reflect the next succeeding Port Percentage for any portion of the Port Throughput Year following the completion thereof, unless the Fifty-two Foot Dredging shall be completed on the last day of the Port Throughput Year, in which event the Port Percentage for the entire Port Throughput Year next following the Port Throughput Year in which the Fifty-two Foot Dredging shall be completed shall be the Port Percentage next succeeding the 2010 Port Percentage. Thereafter the Port Percentage shall increase in the succession set forth in Schedule C hereto for the succeeding Port Throughput Years without regard to the actual calendar year of the Port Throughput Year set forth in said Schedule C. The postponement of the respective increase in the Port Percentage as set forth above in this paragraph shall be conditioned upon the Lessee's having made timely, diligent and continuous efforts to obtain any permits and governmental authorizations necessary respectively for the Dredging and the Fifty-two Foot Dredging and, upon obtaining them, having proceeded to the completion of the respective dredging as expeditiously as possible.

(f) Notwithstanding any provision to the contrary contained in this Section, in the event that on January 1, 2003 the combined intermodal rail facilities at Port Newark and the Elizabeth-Port Authority Marine Terminal do not have the capacity to perform six hundred thousand (600,000) lifts, as hereinafter defined, per year (which annual rate of lift capacity is hereinafter called "the Minimum Lift Capacity"), then the commencement of the Port Guarantee shall be postponed until the Minimum Lift Capacity shall be in effect; provided, however, that such postponement shall not occur unless the Lessee can reasonably demonstrate to the Port Authority that the Minimum Lift Capacity is required for the Lessee's efficient use of the premises for the operations permitted thereon. For example, if the Minimum Lift Capacity shall not be in effect until July 14, 2003, the first Port Throughput Year shall commence on July 14, 2003 and end on December 31, 2003, and the Port Percentage of forty percent (40%) for the calendar year of 2003 shall be prorated for the period from July 14, 2003 through December 31, 2003 (for a revised Port Percentage of eighteen and seventy-four one-hundredths (18.74%)) for purposes of calculating the Port Throughput Guarantee Number for that Port Throughput Year; the next Port Throughput Year shall commence on January 1, 2004 and

each succeeding Port Throughput Year shall commence on the January 1st of each calendar year thereafter occurring during the term of the letting under this Agreement. For a second example, if the Minimum Lift Capacity shall not be in effect until September 8, 2004, the first Port Throughput Year shall commence on September 8, 2004 and end on December 31, 2004, and the Port Percentage of forty-two percent (42%) for the calendar year of 2004 shall be prorated for the period from September 8, 2004 through December 31, 2004 (for a revised Port Percentage of thirteen and twenty-three one-hundredths (13.23%)) for purposes of calculating the Port Throughput Guarantee Number for that Port Throughput Year; the next Port Throughput Year shall commence on January 1, 2005 and each succeeding Port Throughput Year shall commence on the January 1st of each calendar year thereafter occurring during the term of the letting under this Agreement. Except as specifically stated in this paragraph, all provisions of this Section shall remain in full force and effect. Without limiting the generality of the immediately preceding sentence, nothing contained in this paragraph shall affect the reporting requirements of the Lessee set forth in paragraph (c) of this Section, which shall commence on January 1, 2003 notwithstanding any postponement of the Port Guarantee under this paragraph. For purposes of this Agreement, a "lift" shall mean the movement of a single cargo container to or from a rail car carrying or to carry a cargo container or containers; in the event that more than one cargo container is so moved in one operation, each of said cargo containers shall be counted as one lift.

Section 41. Terminal Guarantee

(a) For purposes of this Agreement, the following terms shall have the meanings set forth below:

(1) "Terminal Throughput Year" shall mean as the context requires the calendar year commencing on January 1, 2003 and each calendar year thereafter occurring during the term of the letting under this Agreement (with the period from January 1, 2030 through November 30, 2030 to be deemed a calendar year subject to the proration provisions of this Agreement);

(2) "Rent Guarantee Number" shall mean the number of Qualified Containers set forth in the Schedule annexed to this Agreement, hereby made a part hereof and marked "Schedule D" opposite the respective Terminal Throughput Year;

(3) "Terminal Guarantee Number" shall mean the number of Qualified Containers set forth in the Schedule annexed to this Agreement, hereby made a part hereof and marked "Schedule E" opposite the respective Terminal Throughput Year.

(b) The Lessee shall be subject to the payment of a guaranteed rental (hereinafter called the "Guaranteed Rental") for the Terminal Throughput Year commencing on January 1, 2011 and ending on December 31, 2011, and in each subsequent Terminal Throughput Year to occur thereafter during the term of the letting under this Agreement as follows: in the event that the number of Qualified Containers loaded onto or discharged from vessels berthing at the premises during any such Terminal Throughput Year shall exceed the Exemption Number (as defined in subparagraph (5) of paragraph (a) of Section 5 hereof) but shall not exceed the Rent Guarantee Number for that Terminal Throughput Year, the Lessee shall pay to the Port Authority a Guaranteed Rental equal to the product obtained by multiplying (1) the difference between the Rent Guarantee Number for that Terminal Throughput Year and the actual number of Qualified Containers loaded onto or discharged from vessels berthing at the premises during that Terminal Throughput Year by (2) the Throughput Rental Rate in effect on the last day of that Terminal Throughput Year pursuant to the provisions of Sections 5 and 6 hereof. Any Guaranteed Rental owed under this Section shall be paid by the Lessee to the Port Authority within ten (10) days after notification by the Port Authority to the Lessee stating the amount thereof.

(c) Notwithstanding any provision to the contrary contained in this Section, the Rent Guarantee Number of two hundred fifty thousand (250,000), as set forth in Schedule D hereto for the Terminal Throughput Year ending on December 31, 2004, shall not be increased and shall remain at two hundred fifty thousand (250,000) for purposes of the calculation of the Guaranteed Rental in the event that the Forty-five Foot Deepening shall not have been completed by December 31, 2004. The calculation of the Guaranteed Rental shall be made based on the Rent Guarantee Number of two hundred fifty thousand (250,000) (and thus no Guaranteed Rental shall be payable) until such time as the Forty-five Foot Deepening is completed, and upon the completion thereof the calculation of the next payable Guaranteed Rental shall reflect the Rent Guarantee Number of two hundred fifty thousand (250,000) for any portion of the Terminal Throughput Year preceding the completion of the Forty-five Foot Deepening and shall reflect the Rent Guarantee Number of two hundred fifty-seven thousand five hundred (257,500) for any portion of the Terminal Throughput Year following the completion thereof, unless the Forty-five Foot Deepening shall be completed on the last day of the Terminal Throughput Year, in which event the Rent Guarantee Number for the entire Terminal Throughput Year next following the Terminal Throughput Year in which the Forty-five Foot Deepening shall be completed shall be two hundred fifty-seven thousand five hundred (257,500) (and thus in either event no Guaranteed Rental shall be payable). Thereafter the Rent Guarantee Number shall increase in the succession set forth

in Schedule D hereto for the succeeding Terminal Throughput Years without regard to the actual calendar year of the Terminal Throughput Year set forth in said Schedule D. In addition, and notwithstanding any provision to the contrary contained in this Section, the Rent Guarantee Number of two hundred eighty-nine thousand eight hundred nineteen (289,819), as set forth in Schedule D hereto for the Terminal Throughput Year ending on December 31, 2009, or such lower Rent Guarantee Number as shall then be in effect pursuant to the provisions set forth above in this paragraph (which applicable Rent Guarantee Number is hereinafter called "the 2009 Rent Guarantee Number"), shall not be increased and shall remain at the 2009 Rent Guarantee Number for purposes of the calculation of the Guaranteed Rental in the event that the Fifty Foot Deepening shall not have been completed by December 31, 2009. The calculation of the Guaranteed Rental shall be made based on the 2009 Rent Guarantee Number (and thus no Guaranteed Rental shall be payable) until such time as the Fifty Foot Deepening is completed, and upon the completion thereof the calculation of the next payable Guaranteed Rental shall reflect the 2009 Rent Guarantee Number for any portion of the Terminal Throughput Year preceding the completion of the Fifty Foot Deepening and shall reflect the Rent Guarantee Number next succeeding the 2009 Rent Guarantee Number for any portion of the Terminal Throughput Year following the completion thereof, unless the Fifty Foot Deepening shall be completed on the last day of the Terminal Throughput Year, in which event the Rent Guarantee Number for the entire Terminal Throughput Year next following the Terminal Throughput Year in which the Fifty Foot Deepening shall be completed shall be the Rent Guarantee Number next succeeding the 2009 Rent Guarantee Number (and thus in either event no Guaranteed Rental shall be payable). Thereafter the Rent Guarantee Number shall increase in the succession set forth in Schedule D hereto for the succeeding Terminal Throughput Years without regard to the actual calendar year of the Terminal Throughput Year set forth in said Schedule D.

(d) Notwithstanding any provision to the contrary contained in this Section, the Rent Guarantee Number of two hundred fifty-seven thousand five hundred (257,500), as set forth in Schedule D hereto for the Terminal Throughput Year ending on December 31, 2005, shall not be increased and shall remain at two hundred fifty-seven thousand five hundred (257,500) for purposes of the calculation of the Guaranteed Rental in the event that the Dredging, as defined in Section 8(a)(3) hereof, shall not have been completed by December 31, 2005 because of the inability of the Lessee to obtain all necessary permits and governmental authorizations to perform the Dredging. The calculation of the Guaranteed Rental shall be made based on the Rent Guarantee Number of two hundred fifty-seven thousand five hundred (257,500) (and thus no Guaranteed Rental shall be payable) until such time as the Dredging is completed, and upon the completion thereof the

calculation of the next payable Guaranteed Rental shall reflect the Rent Guarantee Number of two hundred fifty-seven thousand five hundred (257,500) for any portion of the Terminal Throughput Year preceding the completion of the Dredging and shall reflect the Rent Guarantee Number of two hundred sixty-five thousand two hundred twenty-five (265,225) for any portion of the Terminal Throughput Year following the completion thereof, unless the Dredging shall be completed on the last day of the Terminal Throughput Year, in which event the Rent Guarantee Number for the entire Terminal Throughput Year next following the Terminal Throughput Year in which the Dredging shall be completed shall be two hundred sixty-five thousand two hundred twenty-five (265,225) (and thus in either event no Guaranteed Rental shall be payable). Thereafter the Rent Guarantee Number shall increase in the succession set forth in Schedule D hereto for the succeeding Terminal Throughput Years without regard to the actual calendar year of the Terminal Throughput Year set forth in said Schedule D. In addition, and notwithstanding any provision to the contrary contained in this Section, the Rent Guarantee Number of two hundred ninety-eight thousand five hundred thirteen (298,513), as set forth in Schedule D hereto for the Terminal Throughput Year ending on December 31, 2010, or such lower Rent Guarantee Number as shall then be in effect pursuant to the provisions set forth above in this paragraph (which applicable Rent Guarantee Number is hereinafter called "the 2010 Rent Guarantee Number"), shall not be increased and shall remain at the 2010 Rent Guarantee Number for purposes of the calculation of the Guaranteed Rental in the event that the Fifty-two Foot Dredging, as defined in Section 8(a)(5) hereof, shall not have been completed by December 31, 2010 because of the inability of the Lessee to obtain all necessary permits and governmental authorizations to perform Fifty-two Foot Dredging. The calculation of the Guaranteed Rental shall be made based on the 2010 Rent Guarantee Number (and thus no Guaranteed Rental shall be payable) until such time as the Fifty-two Foot Dredging is completed, and upon the completion thereof the calculation of the next payable Guaranteed Rental shall reflect the 2010 Rent Guarantee Number for any portion of the Terminal Throughput Year preceding the completion of the Fifty-two Foot Dredging and shall reflect the Rent Guarantee Number next succeeding the 2010 Rent Guarantee Number for any portion of the Terminal Throughput Year following the completion thereof, unless the Fifty-two Foot Dredging shall be completed on the last day of the Terminal Throughput Year, in which event the Rent Guarantee Number for the entire Terminal Throughput Year next following the Terminal Throughput Year in which the Fifty-two Foot Dredging shall be completed shall be the Rent Guarantee Number next succeeding the 2010 Rent Guarantee Number (and thus in either event Guaranteed Rental may be payable). Thereafter the Rent Guarantee Number shall increase in the succession set forth in Schedule D hereto for the succeeding Terminal Throughput Years without regard to

the actual calendar year of the Terminal Throughput Year set forth in said Schedule D. The postponement of the respective increase in the Rent Guarantee Number as set forth above in this paragraph shall be conditioned upon the Lessee's having made timely, diligent and continuous efforts to obtain any permits and governmental authorizations necessary respectively for the Dredging and the Fifty-two Foot Dredging and, upon obtaining them, having proceeded to the completion of the respective dredging as expeditiously as possible.

(e) In the event that for each of any three consecutive Terminal Throughput Years to occur during the period from January 1, 2003 through the expiration date of the term of the letting, the number of Qualified Containers loaded onto or discharged from vessels berthing at the premises shall be less than the Terminal Guarantee Number respectively for said three consecutive Terminal Throughput Years, the Port Authority shall have the right to terminate the letting under this Agreement. Termination under this paragraph shall be effected by the Port Authority's giving the Lessee one (1) year's prior written notice at any time during the period from the first day following the end of the third of said consecutive Terminal Throughput Years through the one hundred eightieth (180th) day following the end of said third consecutive Terminal Throughput Year; provided, however, that if the Lessee shall fail to submit to the Port Authority the certified statements required under paragraph (c) of Section 5 hereof during said third consecutive Terminal Throughput Year and on the thirtieth (30th) day of the month immediately following the end of said third consecutive Terminal Throughput Year within ninety (90) days of the date for the submission the last of said statements, the parties agree that it shall be presumed that the Lessee's throughput is insufficient and that the termination right of the Port Authority under this paragraph is in effect and the Port Authority shall have one hundred eighty (180) days from said ninety (90) period to provide notice of termination to the Lessee under this paragraph. Termination under the provisions of this paragraph shall be governed by Section 25 hereof, and, without limiting any other rights of the Port Authority under this Agreement, the Port Authority shall have all of its rights under Section 28 hereof upon any such termination of the letting.

(f) Notwithstanding any provision to the contrary contained in this Section, the Terminal Guarantee Number of one hundred fifty thousand (150,000), as set forth in Schedule E hereto for the Terminal Throughput Year ending on December 31, 2004, shall not be increased and shall remain at one hundred fifty thousand (150,000) for purposes of the termination right set forth in paragraph (d) of this Section in the event that the Forty-five Foot Deepening shall not have been completed by December 31, 2004. The calculation of the Terminal Guarantee

Number for each of any three consecutive Terminal Throughput Years shall be made based on the Terminal Guarantee Number of one hundred fifty thousand (150,000) until such time as the Forty-five Foot Deepening is completed, and upon the completion thereof the calculation of the Terminal Guarantee Number for the Terminal Throughput Year in which such completion shall occur shall reflect the Terminal Guarantee Number of one hundred fifty thousand (150,000) for any portion of the Terminal Throughput Year preceding the completion of the Forty-five Foot Deepening and shall reflect the Terminal Guarantee Number of one hundred fifty-four thousand five hundred (154,500) for any portion of the Terminal Throughput Year following the completion thereof, unless the Forty-five Foot Deepening shall be completed on the last day of the Terminal Throughput Year, in which event the Terminal Guarantee Number for the entire Terminal Throughput Year next following the Terminal Throughput Year in which the Forty-five Foot Deepening shall be completed shall be one hundred fifty-four thousand five hundred (154,500). Thereafter the Terminal Guarantee Number shall increase in the succession set forth in Schedule E hereto for the succeeding Terminal Throughput Years without regard to the actual calendar year of the Terminal Throughput Year set forth in said Schedule E. In addition, and notwithstanding any provision to the contrary contained in this Section, the Terminal Guarantee Number of one hundred seventy-three thousand eight hundred ninety-one (173,891), as set forth in Schedule E hereto for the Terminal Throughput Year ending on December 31, 2009, or such lower Terminal Guarantee Number as shall then be in effect pursuant to the provisions set forth above in this paragraph (which applicable Terminal Guarantee Number is hereinafter called "the 2009 Terminal Guarantee Number"), shall not be increased and shall remain at the 2009 Terminal Guarantee Number for purposes of the termination right set forth in paragraph (d) of this Section in the event that the Fifty Foot Deepening shall not have been completed by December 31, 2009. The calculation of the Terminal Guarantee Number for each of any three consecutive Terminal Throughput Years shall be made based on the 2009 Terminal Guarantee Number until such time as the Fifty Foot Deepening is completed, and upon the completion thereof the calculation of the Terminal Guarantee Number for the Terminal Throughput Year in which such completion shall occur shall reflect the 2009 Terminal Guarantee Number for any portion of the Terminal Throughput Year preceding the completion of the Fifty Foot Deepening and shall reflect the Terminal Guarantee Number next succeeding the 2009 Terminal Guarantee Number for any portion of the Terminal Throughput Year following the completion thereof, unless the Fifty Foot Deepening shall be completed on the last day of the Terminal Throughput Year, in which event the Terminal Guarantee Number for the entire Terminal Throughput Year next following the Terminal Throughput Year in which the Fifty Foot Deepening shall be completed shall be the Terminal Guarantee Number next succeeding the 2009 Terminal Guarantee Number.

Thereafter the Terminal Guarantee Number shall increase in the succession set forth in Schedule E hereto for the succeeding Terminal Throughput Years without regard to the actual calendar year of the Terminal Throughput Year set forth in said Schedule E.

(g) Notwithstanding any provision to the contrary contained in this Section, the Terminal Guarantee Number of one hundred fifty-four thousand five hundred (154,500), as set forth in Schedule E hereto for the Terminal Throughput Year ending on December 31, 2005, shall not be increased and shall remain at one hundred fifty-four thousand five hundred (154,500) for purposes of the termination right set forth in paragraph (d) of this Section in the event that the Dredging, as defined in Section 8(a)(3) hereof, shall not have been completed by December 31, 2005 because of the inability of the Lessee to obtain all necessary permits and governmental authorizations to perform the Dredging. The calculation of the Terminal Guarantee Number for each of any three consecutive Terminal Throughput Years shall be made based on the Terminal Guarantee Number of one hundred fifty-four thousand five hundred (154,500) until such time as the Dredging is completed, and upon the completion thereof the calculation of the Terminal Guarantee Number for the Terminal Throughput Year in which such completion shall occur shall reflect the Terminal Guarantee Number of one hundred fifty-four thousand five hundred (154,500) for any portion of the Terminal Throughput Year preceding the completion of the Dredging and shall reflect the Terminal Guarantee Number of one hundred fifty-nine thousand one hundred thirty-five (159,135) for any portion of the Terminal Throughput Year following the completion thereof, unless the Dredging shall be completed on the last day of the Terminal Throughput Year, in which event the Terminal Guarantee Number for the entire Terminal Throughput Year next following the Terminal Throughput Year in which the Dredging shall be completed shall be one hundred fifty-nine thousand one hundred thirty-five (159,135). Thereafter the Terminal Guarantee Number shall increase in the succession set forth in Schedule E hereto for the succeeding Terminal Throughput Years without regard to the actual calendar year of the Terminal Throughput Year set forth in said Schedule E. In addition, and notwithstanding any provision to the contrary contained in this Section, the Terminal Guarantee Number of one hundred seventy-nine thousand one hundred eight (179,108), as set forth in Schedule E hereto for the Terminal Throughput Year ending on December 31, 2010, or such lower Terminal Guarantee Number as shall then be in effect pursuant to the provisions set forth above in this paragraph (which applicable Terminal Guarantee Number is hereinafter called "the 2010 Terminal Guarantee Number"), shall not be increased and shall remain at the 2010 Terminal Guarantee Number for purposes of the termination right set forth in paragraph (d) of this Section in the event that the Fifty-two Foot Dredging, as defined

in Section 8(a)(5) hereof, shall not have been completed by December 31, 2010 because of the inability of the Lessee to obtain all necessary permits and governmental authorizations to perform the Fifty-two Foot Dredging. The calculation of the Terminal Guarantee Number for each of any three consecutive Terminal Throughput Years shall be made based on the 2010 Terminal Guarantee Number until such time as the Fifty-two Foot Dredging is completed, and upon the completion thereof the calculation of the Terminal Guarantee Number for the Terminal Throughput Year in which such completion shall occur shall reflect the 2010 Terminal Guarantee Number for any portion of the Terminal Throughput Year preceding the completion of the Fifty-two Foot Dredging and shall reflect the Terminal Guarantee Number next succeeding the 2010 Terminal Guarantee Number for any portion of the Terminal Throughput Year following the completion thereof, unless the Fifty-two Foot Dredging shall be completed on the last day of the Terminal Throughput Year, in which event the Terminal Guarantee Number for the entire Terminal Throughput Year next following the Terminal Throughput Year in which the Fifty-two Foot Dredging shall be completed shall be the Terminal Guarantee Number next succeeding the 2010 Terminal Guarantee Number. Thereafter the Terminal Guarantee Number shall increase in the succession set forth in Schedule E hereto for the succeeding Terminal Throughput Years without regard to the actual calendar year of the Terminal Throughput Year set forth in said Schedule E. The postponement of the respective increase in the Terminal Guarantee Number as set forth above in this paragraph shall be conditioned upon the Lessee's having made timely, diligent and continuous efforts to obtain any permits and governmental authorizations necessary respectively for the Dredging and the Fifty-two Foot Dredging and, upon obtaining them, having proceeded to the completion of the respective dredging as expeditiously as possible.

(h) Notwithstanding any provision to the contrary contained in this Section, in the event that this Agreement shall not be in effect, as hereinafter defined, on January 1, 2001, then the commencement of the Terminal Guarantee shall be postponed for one day for each day from January 1, 2001 until the date that this Agreement shall first be in effect. For example, if this Agreement shall first be in effect on April 20, 2001, the commencement of the Terminal Guarantee shall be postponed for one hundred nine (109) days, such that: (1) the first Terminal Throughput Year shall commence on April 20, 2003 and end on December 31, 2003; (2) the Rent Guarantee Number of two hundred thousand (200,000) for the calendar year of 2003 shall be prorated for the period from April 20, 2003 through December 31, 2003 (for a revised Rent Guarantee Number of one hundred forty thousand two hundred seventy-four (140,274)); (3) the Exemption Number shall be similarly prorated (for a revised Exemption Number of two hundred ten thousand four hundred eleven

(210,411)); and (4) the Terminal Guarantee Number of one hundred twenty thousand (120,000) for the calendar year of 2003 shall be similarly prorated (for a revised Terminal Guarantee Number of eighty-four thousand one hundred sixty-four (84,164)); the next Terminal Throughput Year shall commence on January 1, 2004 and each succeeding Terminal Throughput Year shall commence on the January 1st of each calendar year thereafter occurring during the term of the letting under this Agreement. For a second example, if this Agreement shall first be in effect on February 11, 2002, the commencement of the Terminal Guarantee shall be postponed for four hundred six (406) days, such that: (1) the first Terminal Throughput Year shall commence on February 11, 2004 and end on December 31, 2004; (2) the Rent Guarantee Number of two hundred fifty thousand (250,000) for the calendar year of 2004 shall be prorated for the period from February 11, 2004 through December 31, 2004 (for a revised Rent Guarantee Number of two hundred twenty-one thousand nine hundred eighteen (221,918)); (3) the Exemption Number shall be similarly prorated (for a revised Exemption Number of two hundred sixty-six thousand three hundred one (266,301)); and (4) the Terminal Guarantee Number of one hundred fifty thousand (150,000) for the calendar year of 2004 shall be similarly prorated (for a revised Terminal Guarantee Number of one hundred thirty-three thousand one hundred fifty-one (133,151)); the next Terminal Throughput Year shall commence on January 1, 2005 and each succeeding Terminal Throughput Year shall commence on the January 1st of each calendar year thereafter occurring during the term of the letting under this Agreement. Except as specifically stated in this paragraph, all provisions of this Section shall remain in full force and effect. For purposes of this paragraph, this Agreement shall be "in effect" upon its execution by the Port Authority and the Lessee and the delivery of a fully executed copy thereof by the Port Authority to the Lessee.

Section 42. Lessee's Recovery of Investment

(a) For purposes of this Agreement, the following terms shall have the meanings set forth below:

(1) "Generic Work" shall mean the Specific Work Items set forth in paragraph (a)(1) of Section 8 hereof and the Additional Specific Work Items set forth in paragraph (a)(8) of Section 8 hereof;

(2) "Qualifying Cost" shall mean an amount equal to the lesser of (xx) Seventy-eight Million Dollars and No Cents (\$78,000,000.00) or (yy) the reasonable cost of the Generic Work. To the extent permitted by sound accounting practice, the sum of the following items of cost incurred by the Lessee in performing the Generic Work shall constitute the reasonable cost thereof for the purposes of this Agreement:

(i) The Lessee's payments to contractors for the performance of the Generic Work;

(ii) The Lessee's payments for supplies and materials for the performance of the Generic Work;

(iii) The Lessee's payments to persons, firms or corporations other than construction contractors or suppliers of materials, for services rendered or rights granted in connection with the construction of the Generic Work, not including services of the types mentioned in items (v), (vi) and (vii) of this subparagraph;

(iv) The Lessee's payments for all necessary permits and governmental authorizations for the performance of the Specific Work Items set forth in Section 8(a)(1)(viii) and (ix) hereof and the Additional Work Items set forth in Section 8(a)(8)(dd) and (ee) hereof;

(v) The Lessee's payments of premiums for performance bonds and for the insurance the Lessee is required to maintain in effect in accordance with the provisions of paragraphs (i) and (j) of Section 8 hereof with respect to and during the period of construction of the Generic Work only;

(vi) The Lessee's payments for engineering services, consulting services, surveys and construction management fees in connection with the Generic Work;

(vii) The Lessee's payments for architectural, planning and design services in connection with the Generic Work;

(viii) The sum of the costs accepted under items (v), (vi) and (vii) of this subparagraph shall not exceed 20% of the sum of the costs approved under items (i), (ii) and (iii) of this subparagraph; if in fact there is any such excess, such excess shall not be a part of the cost incurred by the Lessee in the performance of the Generic Work for the purposes of this Section.

No payment or payments on account of administrative or other overhead costs and no payment to employees of the Lessee shall be included in the cost of the Generic Work whether or not allocated to the cost of the work by the Lessee's own accounting practices. No payment to a firm or corporation wholly or partially owned by or in common ownership with the Lessee shall be included in the cost of the Generic Work;

(3) "Unamortized Investment of the Lessee in the Generic Work" shall mean the unallocated Qualifying Cost of the Lessee's investment as calculated on a straight-line basis according to generally accepted accounting principles (GAAP, as set by the Financial Accounting Standards Board or any successor entity).

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MW (b) Notwithstanding any other provision of this Agreement, in the event that the Port Authority shall terminate the letting under this Agreement pursuant to the provisions of paragraph ~~(d)~~ of Section 41 hereof or the provisions of Section 48 hereof, the Port Authority shall pay to the Lessee on account of the Generic Work performed in accordance with the provisions of Section 8 hereof the following amount:

(1) seventy-five percent (75%) of the Unamortized Investment of the Lessee in the Generic Work, in the event that the effective date of termination of the letting under this Agreement shall occur during the period from December 1, 2000 through November 30, 2005;

(2) ninety percent (90%) of the Unamortized Investment of the Lessee in the Generic Work, in the event that the effective date of termination of the letting under this Agreement shall occur during the period from December 1, 2005 through November 30, 2010;

(3) one hundred percent (100%) of the Unamortized Investment of the Lessee in the Generic Work, in the event that the effective date of termination of the letting under this Agreement shall occur during the period from December 1, 2010 through November 30, 2030.

(c) Any payment required under this Section shall not be or be deemed prerequisite to the exercise of the Port Authority's right of termination under paragraph (d) of Section 41 of this Agreement and any such payment shall be conditioned upon the Lessee's having delivered possession of the premises to the Port Authority. On the payment by the Port Authority of the Unamortized Investment of the Lessee in the Generic Work, all equipment, fixtures and improvements in the premises constituting any part of the Lessee's Construction Work and the Lessee's Additional Work and all interest of the Lessee therein which have not already become the property of the Port Authority shall be and become the property of the Port Authority and the Lessee shall execute any and all instruments necessary to transfer title and any such interest.

(d) Notwithstanding any other provision of this Section, in ascertaining the amount that the Port Authority shall be obligated to pay to the Lessee under this Section, such amount

shall be diminished by the amount of the cost of any equipment, fixtures or improvements constituting any part of the Lessee's Construction Work or the Lessee's Additional Work that are secured by liens, mortgages, other encumbrances or conditional bills of sale and less any other amounts whatsoever due from the Lessee to the Port Authority under this Agreement. In addition, the Port Authority shall have a reasonable opportunity to perform an audit of the Qualifying Cost of the Generic Work prior to making any payment to the Lessee under this Section, with the Port Authority to have all of the rights of audit as are set forth in Section 43 hereof. In no event whatsoever shall the Qualifying Cost of the Generic Work include any expenses, outlays or charges whatsoever by or for the account of the Lessee for or in connection with any equipment, fixtures or improvements constituting any part of the Lessee's Construction Work or the Lessee's Additional Work unless said equipment, fixtures and/or improvements are actually and completely installed in and/or made to the premises.

Section 43. Records

(a) The Lessee shall maintain in accordance with accepted accounting practice during the term of the letting under this Agreement and for three years thereafter records and books of account recording all transactions in any way connected with or reflecting upon (1) the payment of any rental by the Lessee pursuant to Sections 3, 5 or 41(b) hereof; (2) the respective cost of the work described in Sections 8(a), 8(o), 8B, 8C and 42 hereof; or (3) the determination of any Port Throughput Guarantee Number and the fulfillment of the Lessee's obligations under Section 40 hereof; and which records and books of account shall be kept at all times within the Port of New York District, as defined in the Port Compact of 1921 authorized by C. 154 Laws of N.Y. 1921 and C. 151 Laws of N.J. 1921, approved by Public Resolution No. 17 of the 67th Congress, First Session, and permit, in ordinary business hours during such time, the examination and audit by the officers, employees and representatives of the Port Authority of such records and books of account and also any of such records and books of account of any company which is owned or controlled by the Lessee, if said company performs services, similar to those performed by the Lessee, anywhere in the Port of New York District.

(b) Notwithstanding the provisions of paragraph (a) of this Section, the Lessee may maintain the records and books of account referred to in said paragraph (a) outside of the Port of New York District, subject to the following conditions:

(1) If any such records and books of account have been maintained outside of the Port of New York District, but within the continental United States, then the Port

Authority in its sole discretion may (i) require such records and books of account to be produced within the Port of New York District or (ii) examine such records and books of account at the location at which they have been maintained and in such event the Lessee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority, for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(2) If any such records and book of account have been maintained outside the continental United States then, in addition to the costs specified in subparagraph (1) of this paragraph, the Lessee shall pay to the Port Authority when billed all other costs of the examination and audit of such records and books of account including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port Authority for the purpose of conducting such audit and examination.

(c) The foregoing auditing costs, expenses and amounts set forth in subparagraphs (1) and (2) of paragraph (b) of this Section shall be deemed additional rent under this Agreement payable to the Port Authority with the same force and effect as all other rents payable hereunder.

(d) Nothing contained in this Agreement shall be deemed to render any records, or any statement, of the Lessee required to be maintained or supplied hereunder conclusive as to any of the matters set forth therein. The Port Authority may at its sole discretion, in lieu of any records or books of account or statements of the Lessee, employ its own records and books of account for the calculation of any amounts to be paid under this Agreement.

Section 44. Added Space

Subject to the provisions of this Section, the Lessee agrees that the open area shown in stipple and the water area shown in honeycomb on Exhibit A, Sheet 4, hereto shall be added to the premises under this Agreement upon sixty (60) days' prior written notice given by the Port Authority to the Lessee (which open area and water area are hereinafter collectively called "the Added Space" and which date of its addition to the premises pursuant to said notice is hereinafter called "the Effective Date"). Said notice shall be accompanied by an environmental survey (hereinafter called "the Added Environmental Survey") and a statement by the Port Authority describing any environmental remediation, use restrictions and/or physical controls required with respect to the Added Space, which statement shall specify

which of the above are completed and/or in effect and which are to be completed and/or put into effect. The Added Space shall become part of the premises under this Agreement on the Effective Date; provided, that, this Agreement shall be in full force and effect on the Effective Date and further, provided, that, the Lessee shall not prior to the Effective Date provide notice to the Port Authority that the Lessee rejects the Added Space on the ground that the Added Space is not or will not be in a suitable condition for its operations as a marine terminal. The Lessee shall have full rights to inspect the Added Space during the sixty (60) day period from receipt of the Port Authority's notice to the Effective Date. In the event that the Lessee shall so reject the Added Space, this Section and the provisions thereof shall be null and void and of no further force or effect, and each party shall and does release and discharge the other of and from any claims or demands based on this Section or based on any breach or alleged breach hereof. In the event that the Lessee shall accept the Added Space, then upon the addition of the Added Space to the premises the Added Environmental Survey shall become part of Exhibit I applying to the Added Space, and the Added Space shall be subject to all of the terms and conditions of this Agreement applicable to the premises thereunder for the period from the Effective Date through the expiration date of the letting under this Agreement. The Lessee shall pay annual basic rental to the Port Authority pursuant to the provisions of Section 3 hereof equal to the product obtained by multiplying the annual per square foot rental rate in effect on the Effective Date under said Section 3 (as such rate shall have then been adjusted pursuant to the provisions of Section 4 hereof) by one hundred thirty-five thousand thirty-six (135,036), which annual rental rate shall thereafter be adjusted during the remainder of the term of the letting under this Agreement in accordance with the provisions of Section 4 hereof. Notwithstanding any provision set forth above in this Section, in the event that the Added Environmental Survey indicates that remediation of the Added Space and/or the assumption of additional obligations is required, such remediation and/or additional obligations shall be subject to and in accordance with the provisions of Section 9 hereof.

Section 45. Option Space

(a) The Lessee shall have the option to add to the premises under this Agreement the space shown in diagonal crosshatching on the sketch attached hereto, hereby made a part hereof and marked "Exhibit A-1, Sheet 1" (which space is hereinafter called "the Option Space") effective on December 1, 2010; provided, that, the Lessee shall have given to the Port Authority written, unconditional (except as provided below in this Section) notice of the Lessee's election to add the Option Space to the premises under this Agreement and such notice shall

have been received by the Port Authority not later than three hundred six-five (365) days prior to December 1, 2010; and further, provided, that, this Agreement shall be in full force and effect on December 1, 2010. The Port Authority shall prepare an environmental survey of the Option Space which shall be submitted to the Lessee no later than July 31, 2010. The Lessee shall have the option to accept the environmental survey prepared by the Port Authority or to prepare its own environmental survey of the Option Space, and the Lessee shall have full rights of entry to the Option Space for the purpose of preparing such environmental survey. In the event that the Port Authority and the Lessee are unable to agree on the final form of environmental survey of the Option Space by December 1, 2010, this Section and the provisions thereof shall be null and void and of no further force or effect, and each party shall and does release and discharge the other of and from any claims or demands based on this Section or based on any breach or alleged breach hereof. In the event that the Port Authority and the Lessee shall agree upon a final form of environmental survey for the Option Space by December 1, 2010, then upon the addition of the Option Space to the premises on December 1, 2010 such environmental survey shall become part of Exhibit I applying to the Option Space, and the Option Space shall be subject to all of the terms and conditions of this Agreement applicable to the premises thereunder for the period from December 1, 2010 through the expiration date of the letting under this Agreement. The Lessee shall pay annual basic rental to the Port Authority pursuant to the provisions of Section 3 hereof equal to the product obtained by multiplying the annual per square foot rental rate in effect on December 1, 2010 under said Section 3 (as such rate shall have then been adjusted pursuant to the provisions of Section 4 hereof) by six hundred eighty-three thousand eight hundred ninety-two (683,892), which annual rental rate shall thereafter be adjusted during the remainder of the term of the letting under this Agreement in accordance with the provisions of Section 4 hereof. Notwithstanding any provision set forth above in this paragraph, in the event that the environmental survey prepared by the Port Authority or agreed to by the parties indicates that the Port Authority is required to remediate the Option Space or to assume additional obligations therewith, the Port Authority shall not be obligated to perform or be responsible for the cost of any such remediation or additional obligations unless the cost thereof is authorized by its Board of Commissioners acting in its sole discretion. In the event such authorization is not received from the said Board of Commissioners prior to December 1, 2010, the Lessee shall have the option to accept the Option Space subject to any required remediation and/or additional obligations or to reject the letting of the Option Space, and in the latter case this Section and the provisions thereof shall be null and void and of no further force or effect, and each party shall and does release and discharge the other of and from any claims or demands

based on this Section or based on any breach or alleged breach hereof.

(b) If the Port Authority shall not give possession of the Option Space on December 1, 2010 for the commencement of the term of the letting thereof, by reason of the fact that the Option Space or any part thereof is in the course of construction, repair, alteration, improvement, or any environmental survey or environmental remediation, or by reason of the fact that the occupant thereof failed or refused to deliver possession to the Port Authority, or by reason of any cause or condition beyond the control of the Port Authority, the Port Authority shall not be subject to any liability for the failure to give possession on said date. No such failure to give possession on the date of commencement of the term of the letting of the Option Space shall in any wise affect the validity of this Section or the obligations of the Lessee hereunder, nor shall the same be construed in any wise to extend the term of the letting of the Option Space beyond the expiration date of the letting under this Agreement. However, the rent payable for the Option Space shall not commence until possession of thereof is tendered by the Port Authority to the Lessee, with the basic rental calculated at the annual per square foot rental rate then in effect; the tender shall be made by notice given at least five (5) days prior to the effective date of the tender and in the event that such notice of tender is not given for possession to commence on or before one hundred eighty-five (185) days after December 1, 2010 then this Section shall be deemed canceled, except that each party shall and does hereby release the other party of and from any and all claims or demands based on the matters set forth in this Section, or a breach or alleged breach thereof.

Section 46. Security

(a) Upon the execution of this Agreement by the Lessee and delivery thereof to the Port Authority, the Lessee shall deliver to the Port Authority 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, a clean, irrevocable letter of credit issued to and in favor of the Port Authority by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District, in the respective amount set forth in paragraph (h) of this Section for the respective period therein indicated. 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 clean, irrevocable 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 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 this Section.

(b) 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 draw upon said letter of credit 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 a letter of credit shall cure any default or breach of any obligation of the Lessee under this Agreement. If requested by the Port Authority, said letter of credit shall be accompanied by a letter expressing the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is an appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law.

(c) If at any time any bank shall fail to make any payment to the Port Authority in accordance with any letter of credit issued by any such bank in favor of the Port Authority as herein provided, the Lessee shall cause to be delivered to the Port Authority on demand another clean, irrevocable letter of credit satisfactory to the Port Authority and issued by another banking institution in favor of the Port Authority and satisfactory to it, in an amount equal to the original amount of the said letter of credit.

(d) Failure to provide a letter of credit in accordance with the terms and provisions of this Section at any time during the term of the letting and for a period of six (6) months thereafter valid and available to the Port Authority and any failure of any banking institution issuing a letter of credit in favor of the Port Authority to make one or more payments as provided in such letter of credit, shall be and be deemed to be a breach of the Lessee's obligations under this Agreement. If at any time and from time to time during the term of the letting and for a period of six (6) months thereafter a payment is made to the Port Authority under any letter of credit running in its favor as provided in this Section, the Lessee shall cause to be delivered to the Port Authority on demand and within two (2) days thereafter, an additional clean, irrevocable letter of credit satisfactory to and issued in favor of the Port Authority by a

banking institution satisfactory to the Port Authority, in such an amount so that at all times during the term of the letting and for a period of six (6) months thereafter the Port Authority shall have a clean, irrevocable letter of credit in the amount required by paragraph (h) of this Section. The form and content of said letter of credit shall have been approved by the Port Authority in advance and, if required by the Port Authority, shall be accompanied by an opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is an appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law.

(e) No action by the Port Authority pursuant to the terms of any letter of credit, or receipt by the Port Authority of funds from any bank issuing any such letter of credit, shall be or be deemed to be a waiver of any default by the Lessee of any obligation under this Agreement and all remedies under this Agreement consequent upon such default shall not be affected by the existence of or recourse to any such letter of credit.

(f) Upon the expiration of the term of the letting and a period of six (6) months thereafter, and upon the condition that the Lessee shall then be in no wise in default of any of its obligations under this Agreement, and upon written request therefor by the Lessee, the Port Authority will return the letter of credit to the Lessee less the amount of any and all unpaid claims and demands (included estimated damages) of the Port Authority by reason of default or breach by the Lessee of any of its obligations under this Agreement.

(g) 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 any deposit or any part thereof resulting from a draw down of all or any part of a letter of credit provided by the Lessee under this Section in whole or partial satisfaction of any of the Port Authority's claims or demands against the Lessee arising under this Agreement. There shall be no obligation on the Port Authority to exercise such right and neither the exercise 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.

(h) The letter of credit to be provided by the Lessee to the Port Authority under this Section shall be maintained in the following respective amount for the following respective period:

(1) Eleven Million Eighty-three Thousand Six Hundred Ninety-two Dollars and No Cents (\$11,083,692.00) during the period from December 1, 2000 through November 30, 2010;

(2) Fifteen Million Two Hundred Sixty-seven Thousand Four Hundred Twenty-nine Dollars and No Cents (\$15,267,429.00) during the period from December 1, 2010 through November 30, 2020; and

(3) Eleven Million Three Hundred Thirty Thousand Eight Hundred Thirty-nine Dollars and No Cents (\$11,330,839.00) during the period from December 1, 2020 through November 30, 2030.

Section 47. Affirmative Action

(a) The Lessee shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and shall undertake or continue existing programs of affirmative action to ensure that minority group persons and women are afforded equal employment opportunity without discrimination. Such programs shall include, but not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selections for training or retraining, including apprenticeship and on-the-job training.

(b) In addition to and without limiting the foregoing and without limiting the provisions of Schedule F attached hereto and hereby made a part hereof, it is hereby agreed that the Lessee, in connection with its continuing operation, maintenance and repair of the premises, or any portion thereof, and in connection with every award or agreement for concessions or consumer services at the Facility, shall throughout the Term commit itself to and use good faith efforts to implement an extensive program of Affirmative Action, including specific affirmative action steps to be taken by the Lessee, to ensure maximum opportunities for employment and contracting by minorities and women. In meeting the said commitment the Lessee agrees to submit its said extensive Affirmative Action program, including the specific affirmative action steps to be taken by the Lessee to meet its aforesaid commitment, within sixty (60) days after the commencement of the Term to the Port Authority for its review and approval. The Lessee shall incorporate in its said program such revisions and changes as the Port Authority and the Lessee may agree upon from time to time. The Lessee throughout the Term shall document its efforts in implementing the said program, shall keep the Port Authority fully advised of the Lessee's progress in implementing the said program and shall supply to the Port Authority such information, data and documentation with respect thereto as the Port Authority may from time to time and at any time request, including but not limited to, annual reports. The obligations imposed on the Lessee under this paragraph shall not be construed to impose any greater

requirements on the Lessee than those which may be imposed on the Lessee under applicable law.

(c) "Minority" as used herein shall be as defined in paragraph II (c) of Part of Schedule F.

(d) In the implementation of this Section the Port Authority may consider compliance by the Lessee with the provisions of any federal, state or local law concerning affirmative action equal employment opportunity which are at least equal to the requirements of this Section, as effectuating the provisions of this Section. If the Port Authority determines that by virtue of such compliance with the provisions of any such federal, state or local law that the provisions hereof duplicate or conflict with such law the Port Authority may waive the applicability of the provisions of this Section to the extent that such duplication or conflict exists.

(e) Nothing herein provided shall be construed as a limitation upon the application of any laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

(f) Nothing in this Section shall grant or be deemed to grant to the Lessee the right to make any agreement or award for concessions or consumer services at the Facility.

Section 48. Right of Termination - Ownership and Control

(a) (1) The Lessee hereby represents, knowing that the Port Authority is relying on the accuracy of such representation, that it is a limited liability company organized and existing under the laws of the State of Delaware, that one thousand (1,000) membership interests constitute all of its existing membership interests, that the owners of the membership interests are as follows: (i) P&O Ports North America Inc. (hereinafter called "POPNA"), a corporation organized and existing under the laws of the State of Delaware and having an office and place of business at Evertrust Plaza, Jersey City, New Jersey 07302, owns five hundred (500) of the membership interests and (ii) P&O Nedlloyd B.V. (hereinafter called "PONLBV"), a corporation organized and existing under the laws of the Netherlands and having an office and place of business at Boompjes 40, 3011 XB Rotterdam, Netherlands, owns five hundred (500) of the membership interests, that there are no other membership interests in the Lessee, and that there are no other individuals or corporations and no partnerships or other entities, except as later set forth in this Section, having any direct or indirect beneficial ownership of the Lessee.

(2) The Lessee hereby represents, knowing that the Port Authority is relying on the accuracy of such representation, that through the direct and indirect ownership of other business entities, The Peninsular and Oriental Steam Navigation Company (hereinafter called "P&O"), a corporation organized and existing under the laws of England and having an office and place of business at 79 Pall Mall, London, SW1Y 5EJ United Kingdom, and which is a public company listed on the London Stock Exchange, has indirect beneficial ownership of one hundred percent (100%) of POPNA, and thereby P&O has indirect beneficial ownership of fifty percent (50%) of the Lessee. The Lessee hereby further represents, knowing that the Port Authority is relying on the accuracy of such representation, that through the direct and indirect ownership of other business entities, P&O Nedlloyd Container Line Limited (hereinafter called "PONL"), a corporation organized and existing under the laws of England and having an office and place of business at Beagle House, Braham Street, London E1 8EP, England, has indirect beneficial ownership of one hundred percent (100%) of PONLBV, and thereby PONL has indirect beneficial ownership of fifty percent (50%) of the Lessee. The Lessee hereby further represents, knowing that the Port Authority is relying on the accuracy of such representation, that Royal Nedlloyd N.V. (hereinafter called "Nedlloyd"), a corporation organized and existing under the laws of the Netherlands and having an office and place of business at Boompjes 40, 3011 XB Rotterdam, Netherlands, and which is a public company listed on the Amsterdam Stock Exchange, has fifty percent (50%) of the direct beneficial ownership of PONL, and that P&O has fifty percent (50%) of the direct beneficial ownership of PONL. The Lessee hereby further represents, knowing that the Port Authority is relying on the accuracy of such representation, that PONL is engaged in the conduct of a worldwide waterborne ocean container shipping business (which business is hereinafter called "the Shipping Business").

(3) The Lessee recognizes the fact that a transfer of securities in the Lessee or of a substantial part thereof, or any other act or transaction involving or resulting in a change in the ownership or distribution of such securities or with respect to the identity of the parties in control of the Lessee or the degree thereof, is for practical purposes a transfer or disposition of the rights obtained by the Lessee through this Agreement. The Lessee further recognizes that because of the nature of the obligations of the Lessee hereunder, the qualifications and identity of the Lessee and its security holders are of particular concern to the Port Authority. The Lessee also recognizes that it is because of such qualifications and identity that the Port Authority is entering into this Agreement and, in doing so, is willing to accept and rely on the Lessee for the faithful performance of all obligations and covenants hereunder. The Lessee further recognizes that the

operation by PONL of the Shipping Business is a major inducement for the Port Authority's entering into this Agreement, and that it is of great importance to the Port Authority, in order to achieve the business and regional economic goals of this Agreement, that at least fifty percent (50%) of the Lessee be owned, directly or indirectly, by an entity or entities directly or indirectly owning the Shipping Business in order to assure the availability of cargo to meet the foregoing business and regional economic goals of the Port Authority. Therefore, the Lessee represents and agrees for itself, POPNA and PONLBV, and any successor in interest thereof, respectively, that without the prior written approval of the Port Authority, there shall be no transfer of any securities in the Lessee by POPNA or PONLBV to any other person; nor shall POPNA or PONLBV suffer any transfer to be made; nor shall there be or be suffered to be made by the Lessee or by any owner of securities therein, any other change in the ownership of such securities or in the relative distribution thereof, or with respect to the identity of the parties in control of the Lessee or the degree thereof, by any other method or means, whether by increased capitalization, merger with another entity, amendments to the operating agreement or otherwise, issuance of additional new securities or classification of securities or otherwise; and the Lessee further represents and agrees for itself, POPNA and PONLBV, and any successor in interest thereof, respectively, that the direct ownership and control of the Lessee shall be as set forth in paragraph (a) (1) of this Section except as shall be otherwise approved by the Port Authority pursuant to the provisions of this paragraph (a) (3).

(4) The Lessee represents and agrees for itself and P&O and any successor in interest thereof, respectively, that without the prior written approval of the Port Authority, P&O shall maintain direct or indirect beneficial ownership of greater than fifty percent (50%) of POPNA. The Lessee further represents and agrees for itself and PONL and any successor in interest thereof, respectively, that without the prior written approval of the Port Authority, PONL shall maintain direct or indirect beneficial ownership of one hundred percent (100%) of PONLBV. The Lessee further represents and agrees for itself, Nedlloyd, P&O and PONL and any successor in interest thereof, respectively, that without the prior written approval of the Port Authority, P&O or Nedlloyd, or a joint venture of P&O and Nedlloyd, shall have greater than fifty percent (50%) of the direct or indirect beneficial ownership of PONL.

(5) The Lessee acknowledges that it is contemplated that POPNA and/or PONL may become a publicly owned entity (as defined in paragraph (f) of this Section), or that a parent corporation of POPNA and/or PONL owning all of the voting securities of and controlling POPNA and/or PONL (which parent

corporation(s) are hereinafter individually and collectively called "the Parent Company") may become a publicly owned entity. Notwithstanding any other provision of this Section, in the event that POPNA and/or PONL, or the Parent Company, shall become a publicly owned entity and as a result of such transaction the required ownership of POPNA and/or PONL set forth above in this Section shall cease to be in effect, such failure to so maintain said ownership interests in effect shall not be an event of default under this Section granting the Port Authority the right to terminate this Agreement under Section 25 hereof; provided, that, POPNA and/or PONL, or the Parent Company, as a publicly owned entity, shall be listed on a major stock exchange (as hereinafter defined) and further, provided, that, in the event that any individual, corporation, partnership or other entity (other than P&O or Nedlloyd, or a publicly owned entity listed on a major stock exchange in the event that and as long as no individual, corporation, partnership or other entity shall have in excess of fifty percent (50%) of the direct or indirect beneficial ownership of any class of outstanding voting securities of such publicly owned entity) shall have direct or indirect beneficial ownership of a portion of any class of outstanding voting securities of POPNA and/or PONL, or of the Parent Company, in excess of fifty percent (50%) thereof unless the Port Authority shall have given its prior written consent thereto, then upon the occurrence of any such event or at any time thereafter during the continuance thereof the Port Authority shall have the right to terminate this Agreement and the letting hereunder pursuant to the provisions of Section 25 hereof. Notwithstanding any other provision of this subparagraph, in the event that the Parent Company shall cease to own all of the voting securities of and to control POPNA and/or PONL unless the Port Authority shall have given its prior written consent thereto, then upon the occurrence of any such event or at any time thereafter during the continuance thereof the Port Authority shall have the right to terminate this Agreement and the letting hereunder pursuant to the provisions of Section 25 hereof. For purposes of this Section, a "major stock exchange" shall be the London Stock Exchange, the Amsterdam Stock Exchange, the New York Stock Exchange, the American Stock Exchange, the Singapore Stock Exchange or the Tokyo Stock Exchange.

(6) The Lessee represents and agrees for itself and PONL and any successor in interest thereof, respectively, that in the event that PONL, whether or not it is a publicly owned entity, shall sell or otherwise transfer all or substantially all of its shipping assets to an acquiring entity (whether by direct or indirect sale or by direct or indirect transfer of securities or by a combination thereof or otherwise), or shall sell or otherwise transfer one hundred percent (100%) of its voting securities to an acquiring entity, unless the Port Authority shall have given its prior written consent thereto,

then upon the occurrence of any such event or at any time thereafter during the continuance thereof the Port Authority shall have the right to terminate this Agreement and the letting hereunder pursuant to the provisions of Section 25 hereto, except that the Port Authority shall not have such termination right in the event that (i) said acquiring entity shall be a publicly owned corporation listed on a major stock exchange (as defined in subparagraph (5) of this paragraph) and (ii) said acquiring corporation shall also acquire the direct or indirect beneficial ownership of one hundred percent (100%) of PONLBV and said acquiring corporation shall continue the operation of the Shipping Business.

(7) In addition to the requirements set forth above in this paragraph, the Lessee agrees that greater than fifty percent (50%) of the ultimate beneficial ownership of the Lessee shall not be transferred to an entity that is not a major ocean shipping line and/or a major marine terminal operator having a reputation for honest dealing and competence in the conduct of its business, unless the Port Authority shall have given its prior written consent thereto, then upon the occurrence of any such event or at any time thereafter during the continuance thereof the Port Authority shall have the right to terminate this Agreement and the letting hereunder pursuant to the provisions of Section 25 hereof.

(b) The Lessee acknowledges the Lessee's assurance of faithful performance of these provisions is a special inducement for the Port Authority to enter into this Agreement. Noncompliance on the part of the Lessee with the provisions contained in this Section shall be and be deemed an event of default under Section 25 of this Agreement, and the Port Authority shall have the right to terminate this Agreement and the letting hereunder pursuant to the provisions of said Section 25 hereof.

(c) The foregoing right of termination shall be in addition to all other rights of termination the Port Authority has under this Agreement and the failure of the Port Authority to exercise its right of termination under this Section at any time in which it may have such right shall not affect, waive or limit its right to exercise said right of termination at any subsequent time.

(d) The phrase "direct or indirect beneficial ownership" shall include without limiting the generality thereof the direct or indirect power through contract, arrangement, understanding, relationship, ownership of other business entities or otherwise to dispose of or to direct the disposal of, or to vote or to direct the voting of, any voting security of an entity.

(e) The term "security" shall include any membership interest, stock, any bond which carries voting rights, or rights or options to subscribe to, purchase, convert or transfer into or otherwise acquire equity securities, or any other obligation of a limited liability company or a corporation the holder of which has any voting rights including but not limited to the right to vote for the election of members of the governing body or board of directors of said limited liability company or corporation and shall include any security convertible into a voting security and any right, option or warrant to purchase a voting security.

(f) A "publicly owned entity" shall be and mean one that has any class of securities subject to the registration requirements of the Securities Exchange Act of 1934, or any successor or substitute therefor, and any entity that has met any equivalent legal registration or listing requirements of Great Britain, the Netherlands, Singapore or Japan, as the circumstances require.

(g) The Lessee shall promptly advise the Port Authority of any change in the representations made in paragraph (a)(1), (a)(2), (a)(3), (a)(4), (a)(5), (a)(6) or (a)(7) of this Section.

Section 49. Guaranty

(a) The Lessee shall cause to be executed by P&O, as defined in Section 48(a)(2) hereof, simultaneously with the execution and delivery by the Lessee of this Agreement to the Port Authority, a Contract of Guaranty in the form attached hereto and hereby made a part hereof, which Contract of Guaranty shall provide for the guarantee by P&O of the full, faithful and prompt performance of and compliance with, on the part of the Lessee, certain of the terms, provisions, covenants and conditions of the Lessee under the Lease as set forth in said Contract of Guaranty, and the Lessee shall keep and maintain said Contract of Guaranty in full force and effect. The existence of the contract of guaranty described in this Section shall not limit or alter any other remedies of the Port Authority under this Agreement, and the Port Authority may from time to time and at any time elect to pursue (or not to pursue) its rights under this contract of guaranty without thereby limiting, voiding or relinquishing any of its other rights or remedies under this Agreement.

(b) The Lessee shall cause to be executed by PONL, as defined in Section 48(a)(2) hereof, simultaneously with the execution and delivery by the Lessee of this Agreement to the Port Authority, a Contract of Guaranty in the form attached hereto and hereby made a part hereof, which Contract of Guaranty shall provide for the guarantee by Container Line of the full,

faithful and prompt performance of and compliance with, on the part of the Lessee, certain of the terms, provisions, covenants and conditions of the Lessee under the Lease as set forth in said Contract of Guaranty, and the Lessee shall keep and maintain said Contract of Guaranty in full force and effect. The existence of the contract of guaranty described in this Section shall not limit or alter any other remedies of the Port Authority under this Agreement, and the Port Authority may from time to time and at any time elect to pursue (or not to pursue) its rights under this contract of guaranty without thereby limiting, voiding or relinquishing any of its other rights or remedies under this Agreement.

Section 50. Abatement

If at any time during the term of the letting under this Agreement the Lessee shall become entitled to an abatement of basic rental, whether pursuant to the terms of this Agreement, or otherwise, such abatement shall be computed as follows: for each square foot of open area constituting part of the premises the use of which is denied the Lessee, at the annual rate of \$0.37 during the period from December 1, 2000 through November 30, 2001, at the annual rate of \$1.12 during the period from December 1, 2001 through November 30, 2002, with the annual rate of \$1.49 thereafter to be adjusted during the term of the letting proportionately to the adjustment in basic rental in accordance with the provisions of Section 4 of this Agreement. Except as provided in this Section, no abatement of rental shall be claimed by or allowed to the Lessee.

Section 51. Partial Termination

The Port Authority shall have the right to terminate the letting of the portion of the open area shown in diagonal hatching on Exhibit A, Sheets 1 and 2, annexed hereto, without cause, on thirty (30) days' prior written notice given to the Lessee at any time from and after November 30, 2001. Termination under the provisions of this paragraph shall have the same effect as if the effective date of termination stated in the notice were the date of expiration of the term of the letting of said portion of the premises under this Agreement. Notwithstanding any provision to the contrary contained in Section 50 hereof, there shall be no abatement of any rental payable by the Lessee under this Agreement on account of the termination of the aforesaid portion of the premises pursuant to the provisions of this Section.

Section 52. Tax Election

(a) Attached hereto as Exhibit Y is a form of election pursuant to Section 142(b) of the Internal Revenue Code of 1986,

as amended. The Lessee acknowledges that two counterparts of said form of election have been delivered to it by the Port Authority. Upon the execution of this Agreement by the Lessee and its delivery to the Port Authority, the Lessee shall execute the said two counterparts and deliver one fully executed counterpart to the Port Authority with its delivery of this Agreement, and the Lessee shall keep the second executed counterpart with its records for the balance of the entire term of the letting under this Agreement.

(b) The Lessee is not acquiring an ownership interest in the premises defined in Section 1 of this Agreement. Capital expenditures in connection with the premises are expected to be made in whole or in part by the Port Authority from "exempt facility bonds" (within the meaning of Section 142(a) of the Internal Revenue Code of 1986) issued by the Port Authority from time to time with respect to the Wharf Rehabilitation Work as defined in Section 8B hereof (such capital expenditures with respect to the Wharf Rehabilitation Work are hereinafter called "the Property"). The Lessee hereby irrevocably elects not to claim for purposes of federal, state or local taxation of income any depreciation or investment credits, with respect to the Property. The Lessee further agrees that this irrevocable election shall be binding upon its successors in interest, if any, under this Agreement, and as a condition of any permitted sale or assignment of the interest of the Lessee under this Agreement, every successor in interest shall furnish an executed irrevocable election in the form of the immediately preceding sentence to the Port Authority. The foregoing shall not grant or be deemed to grant to the Lessee the right to sell or assign, in any manner, its interest under this Agreement.

(c) In the event the Lessee records any documents in lieu of recording this Agreement, such documents shall incorporate the substance of paragraph (b) of this Section.

(d) It is understood that the election set forth in paragraph (b) of this Section shall not apply to any personal property of the Lessee (including equipment and trade fixtures) removable without material damage to the premises leased to the Lessee pursuant to this Agreement which are installed by the Lessee in or on the premises leased to the Lessee pursuant to this Agreement and which shall be deemed to be and remain the property of the Lessee.

Section 53. Third Parties on Premises

The Lessee acknowledges that portions of the premises defined in Section 1 hereof and of the Added Space defined in Section 44 hereof (which portions of said premises and the Added Space are hereinafter, as the context requires, called "the

Occupied Space") have been and may be occupied on December 1, 2000 (hereinafter called "the Commencement Date") by Distribution and Auto Service, Inc., FAPS, Inc., and/or Maher Terminals, Inc. (which entities are hereinafter, as the context requires, individually and collectively called "the Third Party"). Prior to the Commencement Date, the Port Authority shall serve notice upon the Third Party which shall terminate the lease agreement or other agreement or arrangement under which the Third Party occupies the Occupied Space and shall direct the Third Party to vacate the Occupied Space. In the event that the Third Party has not vacated the Occupied Space by the Commencement Date, the Lessee agrees to take possession of the Occupied Space at the time respectively set forth in Section 1 and Section 44 hereof subject to the presence of the Third Party on the Occupied Space, and the Port Authority shall not be subject to any liability to the Lessee on account of the presence of the Third Party on the Occupied Space, and such presence of the Third Party shall in no way affect the validity of this Agreement or the obligations of the Lessee hereunder. Effective upon the Commencement Date, the Port Authority shall and does assign to the Lessee all rights of the Port Authority to cause or require the Third Party to vacate the Occupied Space, and except as set forth above in this sentence, the Port Authority shall have no obligations to the Lessee with respect to the Third Party.

Section 54. Late Charges

If the Lessee should fail to pay any amount required under this Agreement when due to the Port Authority, including without limitation any payment of rental or any payment of utility fees or charges, or other charges or fees, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period hereinbelow described during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Agreement. Each late charge shall be payable immediately upon demand made at any time there for by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be

deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Section, with respect to such unpaid amount. Each late charge shall be and become additional rent, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the rentals as set forth in this Agreement. Nothing in this Section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Agreement, including without limitation the Port Authority's rights set forth in Section 25 of this Agreement entitled "Termination" or (ii) any obligations of the Lessee under this Agreement. In the event that any late charge imposed pursuant to this Section shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Agreement shall be payable instead at such legal maximum.

Section 55. Entire Agreement

The within Agreement consists of pages number 1 through 128, together with Schedules C, D, E and F, and Exhibit A (Sheets 1, 2, 3, 4 and 5), Exhibit A-1 (Sheet 1), and Exhibits I and Y. It 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 written instrument 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 this Agreement.

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

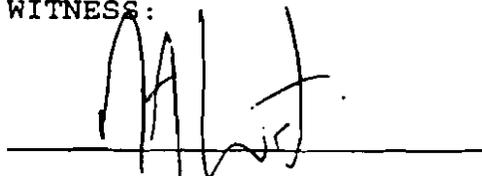
ATTEST:

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY


Secretary

By Lillian C. Janne
(Title) ASSISTANT EXECUTIVE DIRECTOR
(seal)

WITNESS:



PORT NEWARK CONTAINER
TERMINAL LLC

By A. B. [Signature]
(Title) Senior Manager

APPROVED:
Form Terms
[Handwritten initials]

SCHEDULE C

PORT THROUGHPUT
YEAR BEGINNING:

PORT PERCENTAGE:

January 1, 2003	Forty Percent (40%)
January 1, 2004	Forty-two Percent (42%)
January 1, 2005	Forty-four Percent (44%)
January 1, 2006	Forty-six Percent (46%)
January 1, 2007	Forty-eight Percent (48%)
January 1, 2008	Fifty Percent (50%)
January 1, 2009	Fifty-one Percent (51%)
January 1, 2010	Fifty-two Percent (52%)
January 1, 2011	Fifty-three Percent (53%)
January 1, 2012	Fifty-four Percent (54%)
January 1, 2013 through January 1, 2030	Fifty-five Percent (55%)

PNCT LLC TERMINAL GUARANTEE
Schedules D and E

<u>Year</u> <u>Commencing</u>	<u>Annual Containers Handled</u>	
	<u># of Containers (Schedule D)</u>	<u>60% (Schedule E)</u>
1/1/2003	200,000	120,000
1/1/2004	250,000	150,000
1/1/2005	257,500	154,500
1/1/2006	265,225	159,135
1/1/2007	273,182	163,909
1/1/2008	281,377	168,826
1/1/2009	289,819	173,891
1/1/2010	298,513	179,108
1/1/2011	307,468	184,481
1/1/2012	316,693	190,016
1/1/2013	326,193	195,716
1/1/2014	335,979	201,587
1/1/2015	346,058	207,635
1/1/2016	356,440	213,864
1/1/2017	367,133	220,280
1/1/2018	378,147	226,888
1/1/2019	389,492	233,695
1/1/2020	401,177	240,706
1/1/2021	413,212	247,927
1/1/2022	425,608	255,365
1/1/2023	438,377	263,026
1/1/2024	450,000	270,000
1/1/2025	450,000	270,000
1/1/2026	450,000	270,000
1/1/2027	450,000	270,000
1/1/2028	450,000	270,000
1/1/2029	450,000	270,000
1/1/2030	450,000	270,000

SCHEDULE F

PART I

Affirmative Action Guidelines - Equal Employment Opportunity

I. The Lessee agrees to comply with and the Lessee shall require the Contractor, as hereinafter defined, to comply with the provisions set forth hereinafter and in paragraphs (q) and (r) of Section 8 of the Agreement to which this schedule is attached (herein called "the Agreement"). The provisions set forth in this Part I are similar to the conditions for bidding on federal government contracts adopted by the Office of Federal Contract Compliance and effective May 8, 1978.

The Lessee agrees fully to comply with and shall require each bidder, contractor and subcontractor of the Lessee and each subcontractor of a contractor at any tier of construction (herein collectively referred to as "the Contractor") fully to comply with the following conditions set forth in this Schedule as to each construction trade to be used on the construction work or any portion thereof (said conditions being herein called "Bid Conditions"). The Lessee hereby agrees to commit itself to the goals for minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions. The Lessee agrees to require the Contractor to commit itself to the said goals for minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions by submitting a properly signed bid.

II. The Lessee agrees to and shall require the Contractor to appoint an executive of its respective company to assume the responsibility for the implementation of the requirements, terms and conditions of the following Bid Conditions:

(a) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work are as follows:

- | | |
|-----------------------------|------|
| (1) Minority participation: | 32% |
| (2) Female participation: | 6.9% |

These goals are applicable to all the Contractor's construction work performed in and for the premises.

The Contractor's specific affirmative action obligations set forth herein of minority and female employment and training shall be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make good faith efforts to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract. Compliance with the goals will be measured against the total work hours performed.

(b) The Contractor shall provide written notification to the Lessee and the Lessee agrees to provide written notification to the Manager of the Equal Opportunity Programs Unit of the Port Authority within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

(c) As used in these specifications:

- (1) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- (2) "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(d) Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the construction work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 those provisions which include the applicable goals for minority and female participation.

(e) The Contractor shall implement the specific affirmative action standards provided in subparagraphs (1) through (16) of paragraph (h) hereof. The goals set forth above are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the premises. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

(f) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations hereunder.

(g) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period, and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

(h) The Contractor shall take specific affirmative actions to ensure equal employment opportunity ("EEO").

The evaluation of the Contractor's compliance with these provisions shall be based upon its good faith efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

(1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each phase of the construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other supervisory personnel at the premises are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at the premises.

(2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

(4) Provide immediate written notification to the Lessee when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and training programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (2) above.

(6) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the Contractor's newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the Contractor's EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(7) Review, at least every six months the Contractor's EEO policy and affirmative action obligations hereunder with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-premises supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at the premises. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

(9) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations and to State-certified minority referral agencies serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the premises and in other areas of a Contractor's workforce.

(11) Tests and other selection requirements shall comply with 41 CFR Part 60-3.

(12) Conduct, at least every six months, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations hereunder are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and supplies, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least every six months, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

(i) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (subparagraphs (1)-(16) of Paragraph (h) above). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Paragraph (h) hereof provided that the Contractor actively participates in the group, makes good faith efforts to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes good faith efforts to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.

(j) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation hereof if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation hereof if a specific minority group of women is underutilized).

(k) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

(l) The Contractor shall not enter into any sub-contract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

(m) The Contractor shall carry out such sanctions and penalties for violation of this clause including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered by the Lessee. Any Contractor who fails to carry out such sanctions and penalties shall be in violation hereof.

(n) The Contractor, in fulfilling its obligations hereunder shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph (h) hereof so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of these provisions, the Lessee shall proceed accordingly.

(o) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

(p) Nothing herein provided shall be construed as a limitation upon the application of any laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(q) Without limiting any other obligation, term or provision under the Lease, the Contractor shall cooperate with all federal, state or local agencies established for the purpose of implementing affirmative action compliance programs and shall comply with all procedures and guidelines established or which may be established by the Port Authority.

PART II

Minority Business Enterprises/Women-Owned Business Enterprises

The Lessee agrees to and shall require the general contractor or other construction supervisor and each of the Lessee's contractors to use every good faith effort to provide for meaningful participation by Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) in the construction work, pursuant to the provisions hereof and in accordance with the Agreement. For purposes hereof, Minority Business Enterprise (MBE) shall mean any business enterprise which is at least fifty-one percentum owned by or in the case of a publicly owned business, at least fifty-one percentum of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing. For the purposes hereof, Women-owned Business Enterprise (WBE) shall mean any business enterprise which is at least fifty-one percentum owned by, or in the case of a publicly owned business, at least fifty-one percentum of the stock of which is owned by women and such ownership is real, substantial and continuing. A minority shall be as defined in paragraph II(c) of Part I of this Schedule F. "Meaningful participation" shall mean that at least seventeen percent (17%) of the total dollar value of the construction contracts (including subcontracts) covering the construction work are for the participation of Minority Business Enterprises and Women-owned Business Enterprises, of which at least twelve percent (12%) are for the participation of Minority Business Enterprises. Good faith efforts to include meaningful participation by MBEs and WBEs shall include at least the following:

(a) Dividing the Work to be subcontracted into smaller portions where feasible.

(b) Actively and affirmatively soliciting bids for subcontracts from MBEs and WBEs, including circulation of solicitations to minority and female contractor associations. The Contractor shall maintain records detailing the efforts made to provide for meaningful MBE and WBE participation in the Work, including the names and addresses of all MBEs and WBEs contacted and, if any such MBE or WBE is not selected as a joint venturer or subcontractor, the reason for such decision.

(c) Making plans and specifications for prospective construction work available to MBEs and WBEs in sufficient time for review.

(d) Utilizing the list of eligible MBEs and WBEs maintained by the Port Authority or seeking minorities and women from other sources for the purpose of soliciting bids for subcontractors.

(e) Encouraging the formation of joint ventures, partnerships or other similar arrangements among subcontractors, where appropriate, to insure that the Lessee and Contractor will meet their obligations hereunder.

(f) Insuring that provision is made to provide progress payments to MBEs and WBEs on a timely basis.

(g) Not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs, where appropriate.

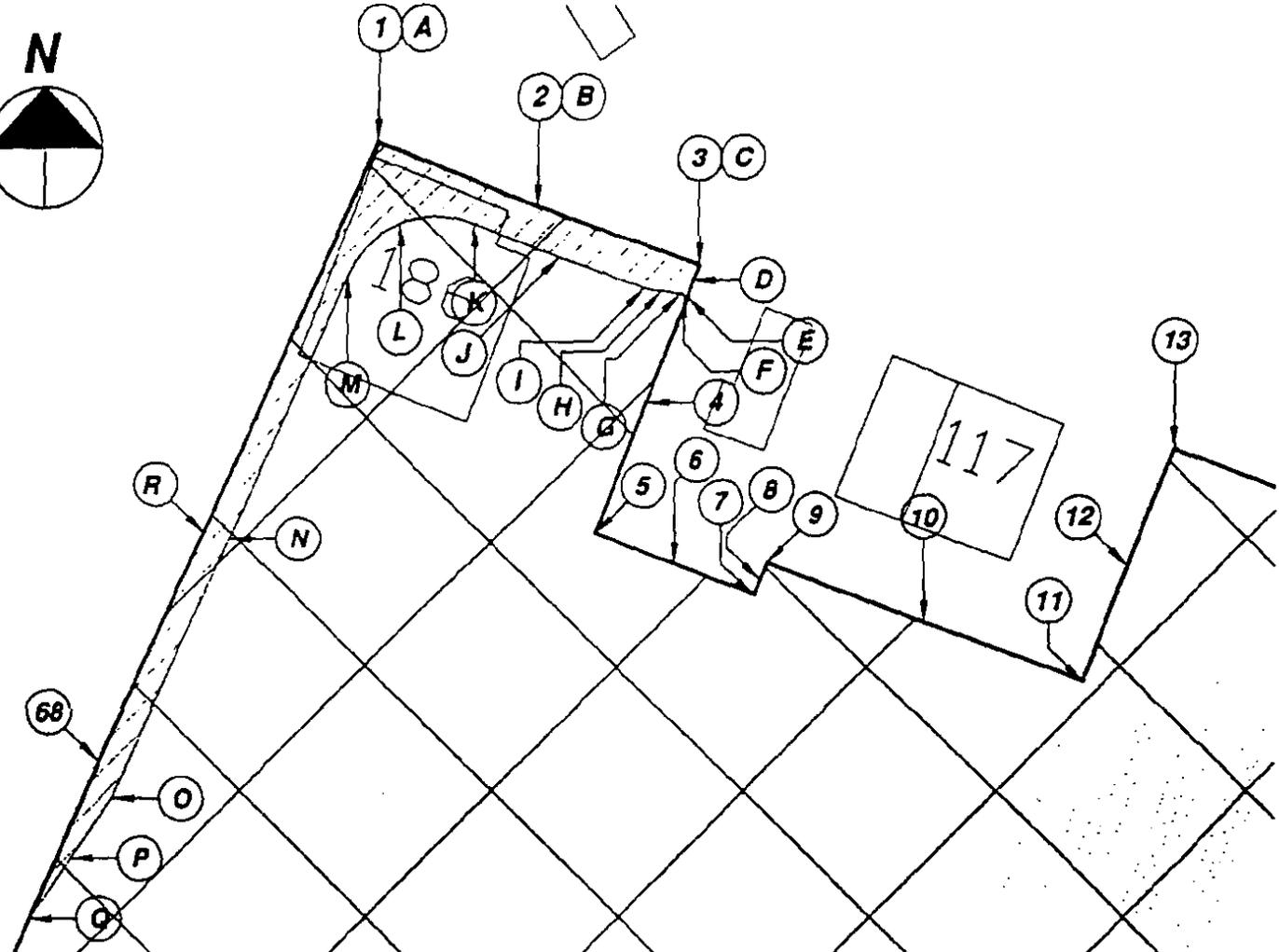
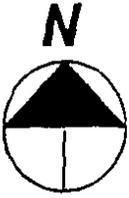


For the Port Authority

Initialed:



For the Lessee



Metes and Bounds: Reserved area at corner of Tyler and Corbin Streets

A	N 678199.53 E 2141320.04	F	N65°58'03"W 5.68'	K	N 678139.53 E 2141384.80	P	S37°31'02"W 101.71'
B	S65°58'03"E 242.44'	G	N 678081.72 E 2141526.73	L	Radius= 70' 106.33'	Q	N 677667.05 E 2141048.74
C	N 678100.79 E 2141541.46	H	N77°16'39"W 25.50'	M	N 678107.38 E 2141293.92	R	N26°59'57"E 597.60'
D	S24°01'57"W 23.42'	I	N 678087.33 E 2141501.86	N	S26°59'57"W 403.64'		
E	N 678079.40 E 2141531.92	J	N65°58'03"W 128.17'	O	N 677747.73 E 2141110.68		

Initialed:

LCB
For the PORT AUTHORITY

[Signature]
For the Lessees

EXHIBIT :

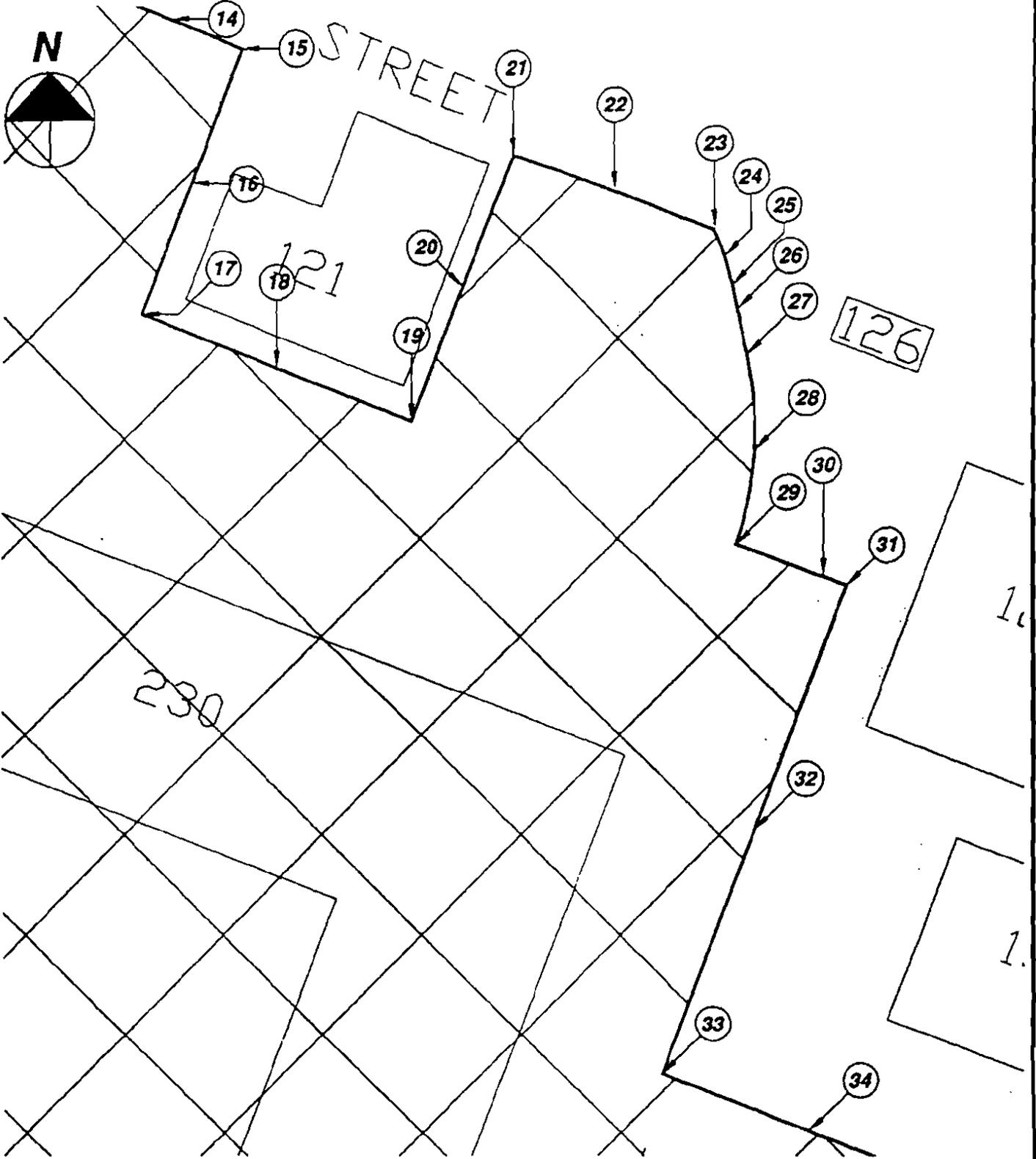
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Sheet 2

THE PORT AUTHORITY OF NY & NJ

PORT NEWARK

Date : Dec. 1, 2000



Initialed:

LCB

For the PORT AUTHORITY

[Signature]

For the Lessee

EXHIBIT :

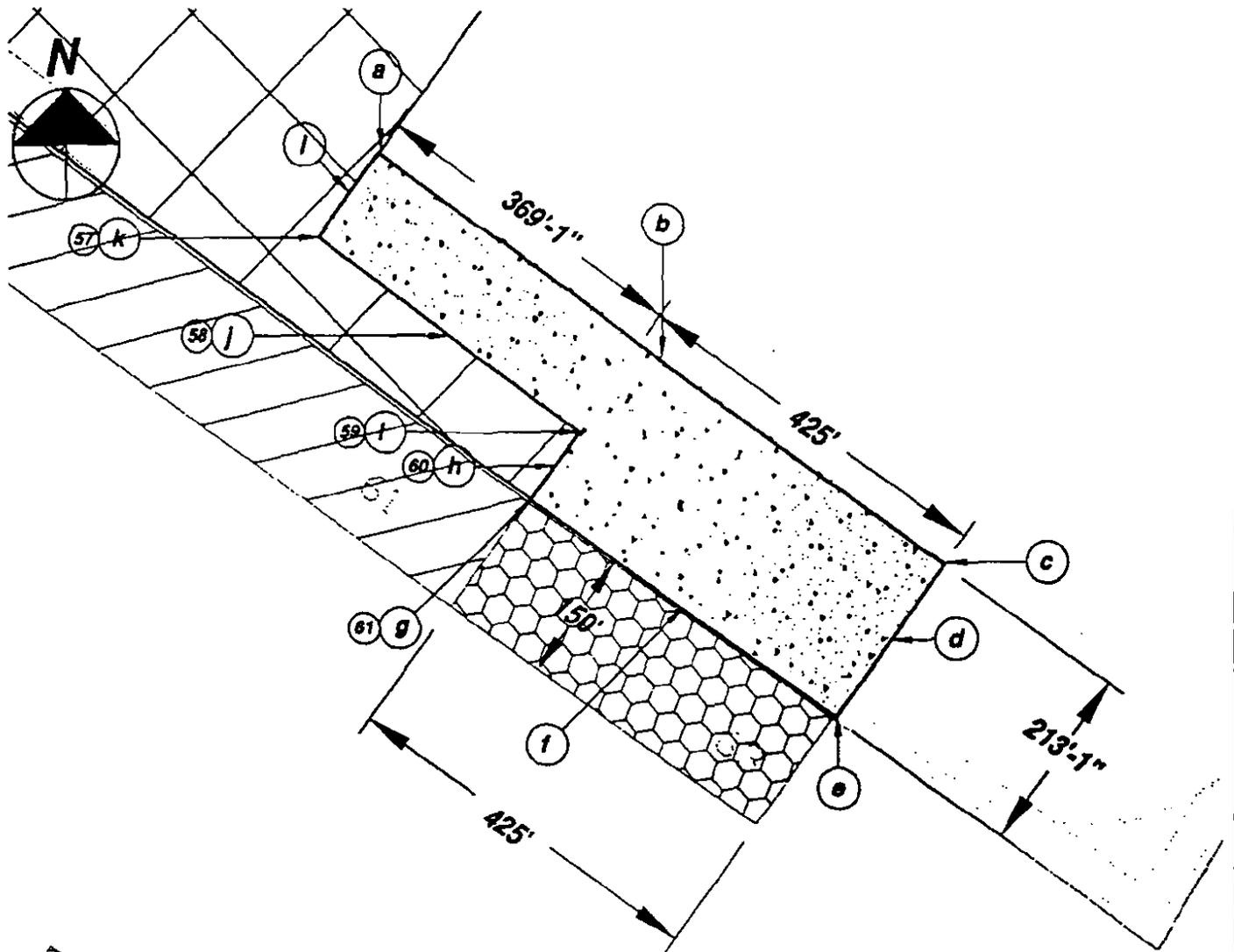
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Sheet 3

THE PORT AUTHORITY OF NY & NJ

PORT NEWARK

Date : Dec. 1, 2000



Metes and Bounds: Reserved areas near Berths 61 and 63

a N 674001.91 E 2143966.91	e N 673338.27 E 2144451.91	i N 673678.18 E 2144179.87
b S51°12'00"E 794.05'	f N51°12'00"W 425'	j N51°12'00"W 369.05'
c N 673504.36 E 2144585.45	g N 673604.58 E 2144120.69	k N 673909.43 E 2143892.25
d S38°48'00"W 213.11'	h N38°48'00"E 94.44'	l N38°48'00"E 118.67'

Initialed:

LCB

For the PORT AUTHORITY

[Signature]

For the Lessee

EXHIBIT :

A

Sheet 4

THE PORT AUTHORITY OF NY & NJ

PORT NEWARK

Date : Dec. 1, 2000

Metes and Bounds:

1	N 678199.53 E 2141320.04	18	S65°52'44"E 259.96'	35	N 676735.91 E 2142845.61	52	S07°26'07"E 100.98'
2	S65°58'03"E 242.44'	19	N 677438.62 E 2142417.05	36	S24°20'11"W 57.23'	53	N 674580.08 E 2144062.71
3	N 678100.79 E 2141541.46	20	S24°01'57"W 250.27'	37	N 676683.77 E 2142822.03	54	S51°12'00"E 287.39'
4	S24°01'57"W 198.84'	21	N 677667.20 E 2142518.98	38	S65°58'03"E 839.35'	55	N 674400.00 E 2144286.68
5	N 677919.19 E 2141460.48	22	S65°58'03"E 190.65'	39	N 676341.94 E 2143588.62	56	S38°48'00"W 629.47'
6	S65°58'03"E 121.26'	23	N 677589.56 E 2142693.10	40	S20°01'44"E 74.21'	57	N 673909.43 E 2143892.25
7	N 677869.81 E 2141571.23	24	Radius = 300' 51.69'	41	N 676272.22 E 2143614.04	58	S51°12'00"E 369.05'
8	N24°01'57"E 23.99'	25	N 677539.71 E 2142706.56	42	S24°01'57"W 824.30'	59	N 673678.18 E 2144179.87
9	N 677891.72 E 2141581.00	26	S10°10'26"E 62.01'	43	N 675519.37 E 2143278.34	60	S38°48'00"W 94.44'
10	S65°58'03"E 235.91'	27	N 677478.68 E 2142717.51	44	S65°58'03"E 530.17'	61	N 673604.58 E 2144120.69
11	N 677795.64 E 2141796.46	28	Radius = 300' 169.88'	45	N 675303.45 E 2143762.55	62	N51°12'00"W 4431.41'
12	N24°01'57"E 174.85'	29	N 677311.99 E 2142699.85	46	S24°01'57"W 160.00'	63	N 676381.32 E 2140667.13
13	N 677955.33 E 2141867.67	30	S65°52'44"E 110.39'	47	N 675157.33 E 2143697.30	64	N51°12'00"W 248.94'
14	S65°58'03"E 452.46'	31	N 677266.88 E 2142800.61	48	S65°58'03"E 516.02'	65	N 676537.31 E 2140473.12
15	N 677771.06 E 2142280.91	32	S24°01'57"W 464.69'	49	N 674947.17 E 2144168.68	66	N26°59'57"E 1865.54'
16	S24°05'04"W 247.78'	33	N 676842.47 E 2142611.36	50	S24°01'57"W 292.30'		
17	N 677544.86 E 2142179.79	34	S65°32'23"W 257.35'	51	N 674680.21 E 2144049.64		

Initialed:

L.C.B.

For the PORT AUTHORITY

[Signature]

For the Lessee

EXHIBIT :

A

Sheet 5

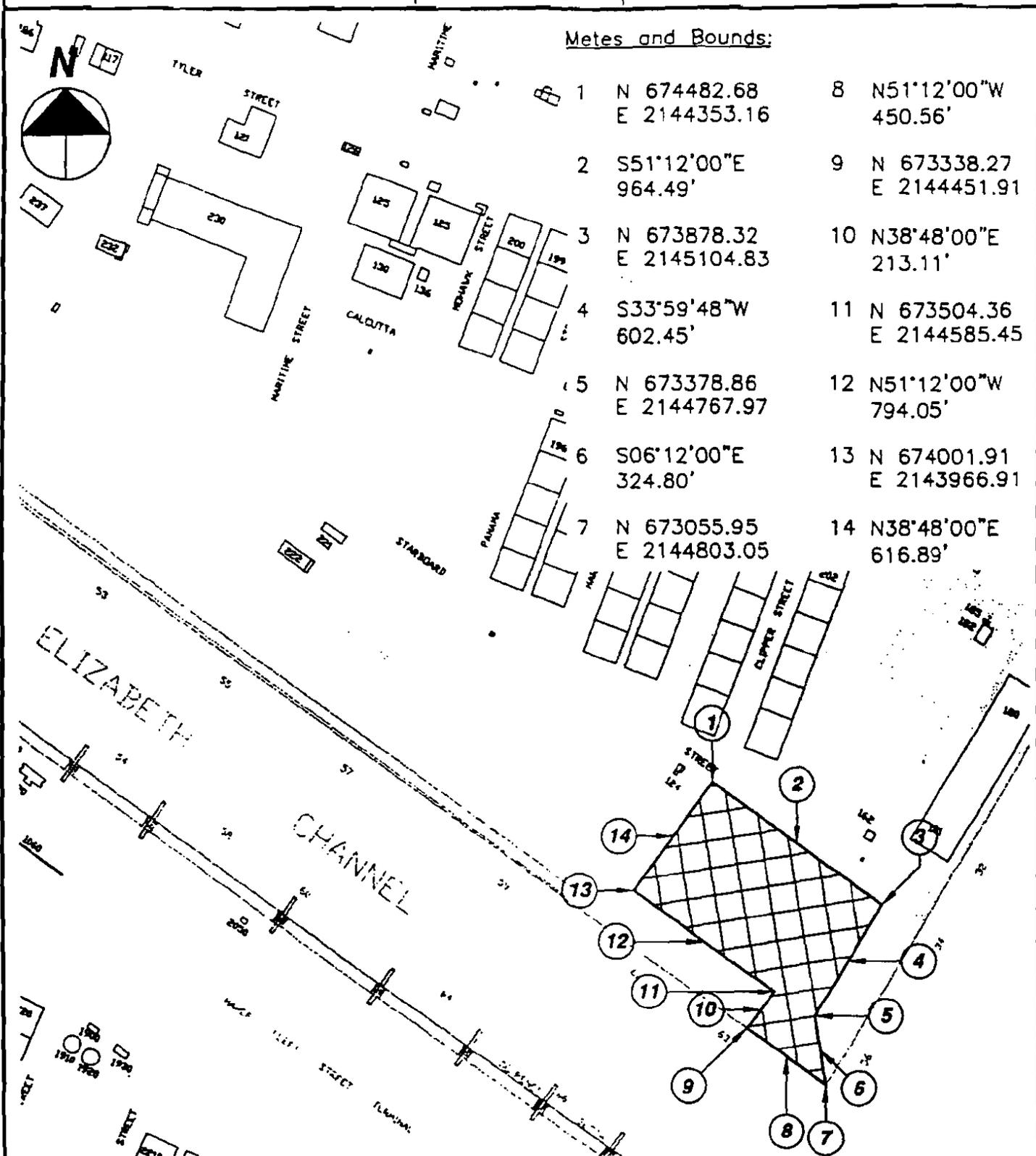
THE PORT AUTHORITY OF NY & NJ

PORT NEWARK

Date : Dec. 1, 2000

Metes and Bounds:

1	N 674482.68 E 2144353.16	8	N51°12'00"W 450.56'
2	S51°12'00"E 964.49'	9	N 673338.27 E 2144451.91
3	N 673878.32 E 2145104.83	10	N38°48'00"E 213.11'
4	S33°59'48"W 602.45'	11	N 673504.36 E 2144585.45
5	N 673378.86 E 2144767.97	12	N51°12'00"W 794.05'
6	S06°12'00"E 324.80'	13	N 674001.91 E 2143966.91
7	N 673055.95 E 2144803.05	14	N38°48'00"E 616.89'



Initialed:

LCB

For the PORT AUTHORITY

[Signature]

For the Lessee

EXHIBIT :

A-1

Sheet 1

THE PORT AUTHORITY OF NY & NJ

PORT NEWARK



Date : Dec. 1, 2000

(a) If at any time the Lessee shall become entitled to an abatement of basic rental under the provisions of the Lease as herein amended or otherwise, such abatement shall be computed as follows:

(1) For each square foot of usable open area the use of which is denied to the Lessee, at the annual rate of \$ 0.22

(2) For each square foot of usable covered area the use of which is denied to the Lessee, at the annual rate of N/A

(b) If no rates are filled in above then the abatement of basic rental shall be made on an equitable basis, giving effect to the amount and character of the area the use of which is denied the Lessee, as compared with the entire area of such character included in the premises.

(c) If an exemption amount is fixed in the Lease as herein amended the basic rental shall be reduced in the same proportion as the total basic rental is abated.

(d) In the event that during the term of the letting under the Lease as herein amended the Lessee shall be partially evicted (actually or constructively) and shall remain in possession of the premises or the balance thereof, the Lessee agrees that notwithstanding it might have the right to suspend payment of the rent in the absence of this provision, it will pay at the times and in the manner herein provided, the full basic rental less only an abatement thereof computed in accordance with the above.

Standard Endorsement No. L27.4

Abatement

All Marine Terminals

10/6/68

SCHEDULE E

PART I

Affirmative Action Guidelines - Equal Employment Opportunity

I. The Lessee agrees to comply with and the Lessee shall require the Contractor, as hereinafter defined, to comply with the provisions set forth hereinafter and in paragraphs (s) and (t) of paragraph 9 of the Agreement to which this schedule is attached (herein called "the Agreement"). The provisions set forth in this Part I are similar to the conditions for bidding on federal government contracts adopted by the Office of Federal Contract Compliance and effective May 8, 1978.

The Lessee agrees fully to comply with and shall require each bidder, contractor and subcontractor of the Lessee and each subcontractor of a contractor at any tier of construction (herein collectively referred to as "the Contractor") fully to comply with the following conditions set forth in this Schedule as to each construction trade to be used on the construction work or any portion thereof (said conditions being herein called "Bid Conditions"). The Lessee hereby agrees to commit itself to the goals for minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions. The Lessee agrees to require the Contractor to commit itself to the said goals for minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions by submitting a properly signed bid.

II. The Lessee agrees to and shall require the Contractor to appoint an executive of its respective company to assume the responsibility for the implementation of the requirements, terms and conditions of the following Bid Conditions:

(a) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work are as follows:

- | | |
|-----------------------------|------|
| (1) Minority participation: | 32% |
| (2) Female participation: | 6.9% |

These goals are applicable to all the Contractor's construction work performed in and for the premises.

The Contractor's specific affirmative action obligations set forth herein of minority and female employment and training shall be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make good faith efforts to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract. Compliance with the goals will be measured against the total work hours performed.

(b) The Contractor shall provide written notification to the Lessee and the Lessee agrees to provide written notification to the Manager of the Equal Opportunity Programs Unit of the Port Authority within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

(c) As used in these specifications:

- (1) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- (2) "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(d) Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the construction work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 those provisions which include the applicable goals for minority and female participation.

(e) The Contractor shall implement the specific affirmative action standards provided in subparagraphs (1) through (16) of paragraph (h) hereof. The goals set forth above are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the premises. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

(f) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations hereunder.

(g) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period, and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

(h) The Contractor shall take specific affirmative actions to ensure equal employment opportunity ("EEO").

The evaluation of the Contractor's compliance with these provisions shall be based upon its good faith efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

(1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each phase of the construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other supervisory personnel at the premises are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at the premises.

(2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

(4) Provide immediate written notification to the Lessee when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and training programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (2) above.

(6) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the Contractor's newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the Contractor's EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(7) Review, at least every six months the Contractor's EEO policy and affirmative action obligations hereunder with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-premises supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at the premises. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

(9) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations and to State-certified minority referral agencies serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the premises and in other areas of a Contractor's workforce.

(11) Tests and other selection requirements shall comply with 41 CFR Part 60-3.

(12) Conduct, at least every six months, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations hereunder are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and supplies, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least every six months, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

(i) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (subparagraphs (1)-(16) of Paragraph (h) above). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Paragraph (h) hereof provided that the Contractor actively participates in the group, makes good faith efforts to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes good faith efforts to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.

(j) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation hereof if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation hereof if a specific minority group of women is underutilized).

(k) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

(l) The Contractor shall not enter into any sub-contract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

(m) The Contractor shall carry out such sanctions and penalties for violation of this clause including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered by the Lessee. Any Contractor who fails to carry out such sanctions and penalties shall be in violation hereof.

(n) The Contractor, in fulfilling its obligations hereunder shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph (h) hereof so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of these provisions, the Lessee shall proceed accordingly.

(o) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

(p) Nothing herein provided shall be construed as a limitation upon the application of any laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(q) Without limiting any other obligation, term or provision under the Lease, the Contractor shall cooperate with all federal, state or local agencies established for the purpose of implementing affirmative action compliance programs and shall comply with all procedures and guidelines established or which may be established by the Port Authority.

PART II

Minority Business Enterprises/Women-Owned Business Enterprises

The Lessee agrees to and shall require the general contractor or other construction supervisor and each of the Lessee's contractors to use every good faith effort to provide for meaningful participation by Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) in the construction work, pursuant to the provisions hereof and in accordance with the Agreement. For purposes hereof, Minority Business Enterprise (MBE) shall mean any business enterprise which is at least fifty-one percentum owned by or in the case of a publicly owned business, at least fifty-one percentum of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing. For the purposes hereof, Women-owned Business Enterprise (WBE) shall mean any business enterprise which is at least fifty-one percentum owned by, or in the case of a publicly owned business, at least fifty-one percentum of the stock of which is owned by women and such ownership is real, substantial and continuing. A minority shall be as defined in paragraph II(c) of Part I of this Schedule E. "Meaningful participation" shall mean that at least seventeen percent (17%) of the total dollar value of the construction contracts (including subcontracts) covering the construction work are for the participation of Minority Business Enterprises and Women-owned Business Enterprises, of which at least twelve percent (12%) are for the participation of Minority Business Enterprises. Good faith efforts to include meaningful participation by MBEs and WBEs shall include at least the following:

(a) Dividing the Work to be subcontracted into smaller portions where feasible.

(b) Actively and affirmatively soliciting bids for subcontracts from MBEs and WBEs, including circulation of solicitations to minority and female contractor associations. The Contractor shall maintain records detailing the efforts made to provide for meaningful MBE and WBE participation in the Work, including the names and addresses of all MBEs and WBEs contacted and, if any such MBE or WBE is not selected as a joint venturer or subcontractor, the reason for such decision.

(c) Making plans and specifications for prospective construction work available to MBEs and WBEs in sufficient time for review.

(d) Utilizing the list of eligible MBEs and WBEs maintained by the Port Authority or seeking minorities and women from other sources for the purpose of soliciting bids for subcontractors.

(e) Encouraging the formation of joint ventures, partnerships or other similar arrangements among subcontractors, where appropriate, to insure that the Lessee and Contractor will meet their obligations hereunder.

(f) Insuring that provision is made to provide progress payments to MBEs and WBEs on a timely basis.

(g) Not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs, where appropriate.



For the Port Authority

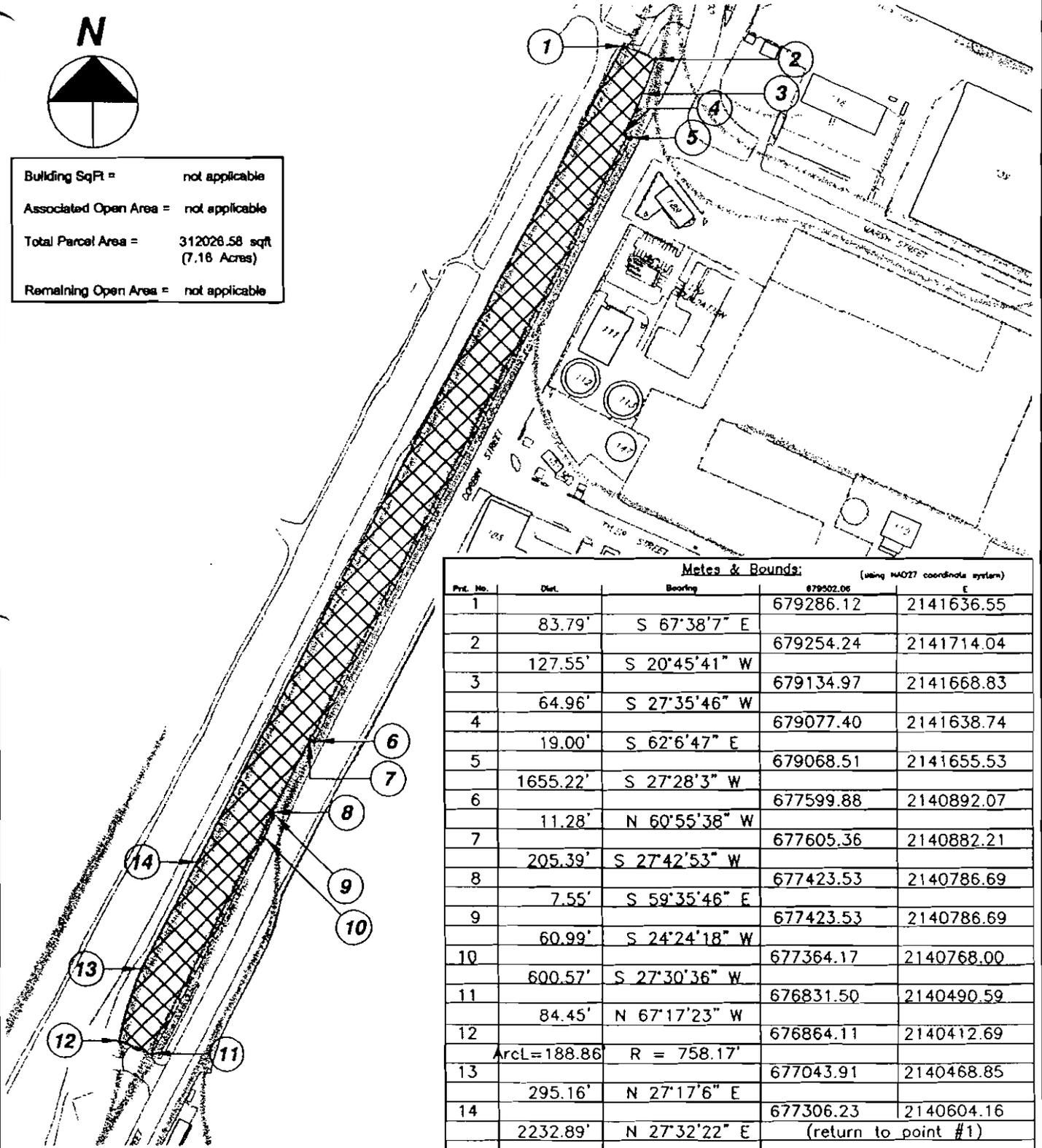
Initialed:



For the Lessee



Building SqFt = not applicable
 Associated Open Area = not applicable
 Total Parcel Area = 312026.58 sqft
 (7.16 Acres)
 Remaining Open Area = not applicable



Mets & Bounds: (using NAD27 coordinate system)

Prt. No.	Dist.	Bearing	679502.06	E
1			679286.12	2141636.55
2	83.79'	S 67°38'7" E	679254.24	2141714.04
3	127.55'	S 20°45'41" W	679134.97	2141668.83
4	64.96'	S 27°35'46" W	679077.40	2141638.74
5	19.00'	S 62°6'47" E	679068.51	2141655.53
6	1655.22'	S 27°28'3" W	677599.88	2140892.07
7	11.28'	N 60°55'38" W	677605.36	2140882.21
8	205.39'	S 27°42'53" W	677423.53	2140786.69
9	7.55'	S 59°35'46" E	677423.53	2140786.69
10	60.99'	S 24°24'18" W	677364.17	2140768.00
11	600.57'	S 27°30'36" W	676831.50	2140490.59
12	84.45'	N 67°17'23" W	676864.11	2140412.69
13	ArcL=188.86'	R = 758.17'	677043.91	2140468.85
14	295.16'	N 27°17'6" E	677306.23	2140604.16
	2232.89'	N 27°32'22" E		(return to point #1)

Initialed:

[Signature]
 For the PORT AUTHORITY
[Signature]
 For the Lessee

A-2

THE PORT AUTHORITY OF NY & NJ
PORT NEWARK
 Date : Aug. 31, 2001

EXHIBIT Y

ELECTION

(PURSUANT TO SECTION 142 (b) OF THE
INTERNAL REVENUE CODE OF 1986)

1. PORT NEWARK CONTAINER TERMINAL LLC (hereinafter called "the Lessee") pursuant to an Agreement of Lease bearing Port Authority Lease No. L-PN-264 (hereinafter, as the same has been heretofore amended, modified and supplemented, called "the Lease") made under date of December 1, 2000, between the Lessee and The Port Authority of New York and New Jersey (hereinafter called "the Port Authority"), as supplemented by that certain agreement made between the Port Authority and the Lessee, dated as of August 31, 2001 and denominated "Supplement No. 1" to the Lease (hereinafter called "the Supplement"), has leased a site and the structures, improvements, additions, buildings and facilities located or to be located thereon at Port Newark, all as described in the Lease and the Supplement (hereinafter called "the Leased Premises") to be used basically as marine terminal premises constituting a portion of a public port for a term commencing on December 1, 2000 and expiring November 30, 2030.

2. The principal office of the Port Authority is at One World Trade Center, New York, New York 10048 and its taxpayer identification number is 13-6400654W.

3. The principal office of the Lessee is at 99 Wood Avenue South, Iselin, New Jersey 08830, and its taxpayer identification number is 22-3730069.

4. Capital expenditures in connection with the Leased Premises are expected to be made in whole or in part by the Port Authority from "exempt facility bonds" (within the meaning of Section 142(a) of the Internal Revenue Code of 1986) issued by the Port Authority from time to time with respect to "the Lessee's Construction Work" as defined in paragraph 9 of the Supplement (such capital expenditures with respect to the Lessee's Construction Work being hereinafter called "the Property").

5. The Lessee has not acquired and is not acquiring an ownership interest in the Property. The Lessee hereby irrevocably elects not to claim for purposes of federal, state or local taxation of income any depreciation or investment credits, with respect to the Property. The Lessee further agrees that this irrevocable election shall be binding upon its successors in interest, if any, under the Lease, and as a condition of any permitted sale or assignment of the interest of the Lessee under the Lease, every successor in interest shall furnish an executed irrevocable election in the form of the immediately preceding sentence to the Port Authority. The foregoing shall not grant or

STATE OF Jersey)
) ss.
COUNTY OF Essex)

On the 23rd day of October in the year 2001, before me, the undersigned, a Notary Public in and for said state, personally appeared RICHARD M. LARRABEE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

RICHARD M. LARRABEE
DIRECTOR, PORT COMMERCE DEPT.

Michele Leahey
(notarial seal and stamp)

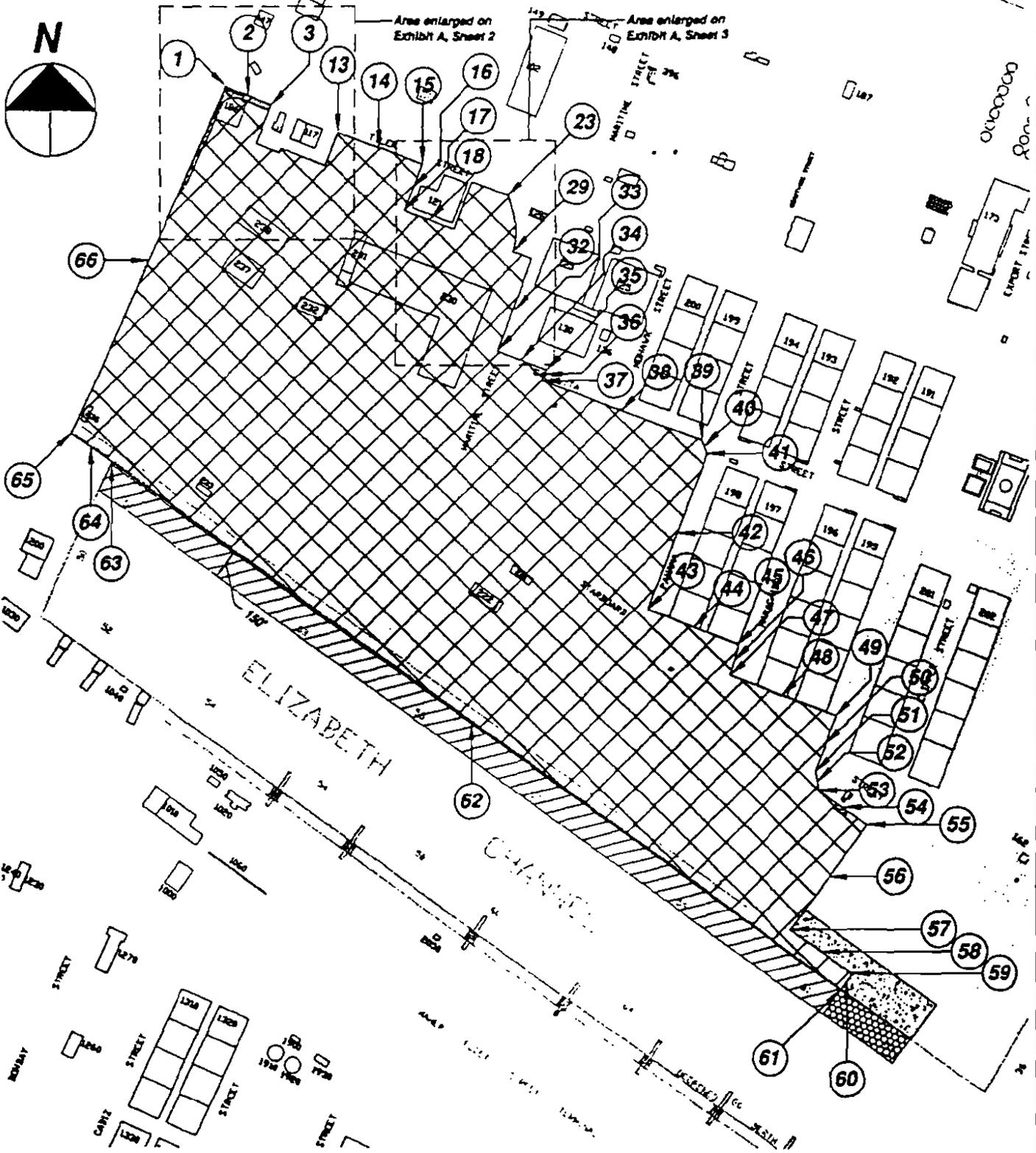
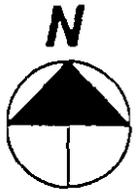
MICHELE LEAHEY
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 6, 2006

STATE OF New Jersey)
) ss.
COUNTY OF Middlesex)

On the 6th day of Sept. in the year 2001, before me, the undersigned, a Notary Public in and for said state, personally appeared THOMAS J. SIMMONS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Susan Aglipay
(notarial seal and stamp)

SUSAN AGLIPAY
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JAN 20, 2003



Initialed:

LCB

For the PORT AUTHORITY

For the Lessee

EXHIBIT :

A

Sheet 1

THE PORT AUTHORITY OF NY & NJ

PORT NEWARK

Date : Dec. 1, 2000

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APPENDIX A

LOG OF BORING

PROJECT: Port Newark Container Terminal LLC
 PROJECT NO: 2341
 LOCATION: P&O Ports Port Newark Facility
 GEOLOGIST: M. Greenberg
 DRILLER: Tabasco Drilling
 DRILLING/SAMPLING METHOD: 4 1/4" id Hollow Stem Augers / 2" split spoons

BORING NUMBER MW-1
 DATE STARTED: 07/19/00
 DATE COMPLETED: 07/19/00
 GROUNDWATER DEPTH: ~2.17ft.
 ELEVATION:

SAMPLE ID	DEPTH (feet)	BLOWS per 5'	RECOVERY	PRO-FILE	USCS CLASS	MATERIAL DESCRIPTION	COLLECTION		DVA ppm	COMMENTS
							Time	Date		
MW-1 (1-2)	0 1 8 20		0.67'			0-1.0': Asphalt Tan m SAND; dense; wet.	1011	07/19/00	0.0	
	5 3 8 10 4 11		0.75'			0-0.42': Same as above. 0.42'-0.75': Black CLAY; dense; wet to satd.	1015	07/19/00	0.0	Water table at ~2.17ft.
MW-1 (4-5)	3 5 7 24 6 24		0.75'			0-0.33': Black m sandy CLAY; semi-dense - dense; satd. 0.33'-0.75': Coal-like material; trace rounded f gravel; loose; wet.	1021	07/19/00	0.0	
	3 7 9 10 8 10		0.92'			Black m-c SAND, some round-ang. f gravel; trace clay; semi-dense, satd. trace silt.	1029	07/19/00	0.0	
	2 9 3 4 10 3		0.58'			0-0.33': Black m-c SAND; semi-loose - semi-dense; satd. 0.33'-0.58': Black clayey m-c SAND; trace ang. c gravel; semi-loose - semi-dense; satd.	1033	07/19/00	0.0	
	11					Boring complete at 10ft.				
	12									
	13									
	14									
	15									

NOTES:

LOG OF BORING

PROJECT: Port Newark Container Terminal LLC
 PROJECT NO: 2341
 LOCATION: PEO Ports Port Newark Facility
 GEOLOGIST: M. Greenberg
 DRILLER: Tabasco Drilling
 DRILLING/SAMPLING METHOD: 4 1/4" id Hollow Stem Augers / 2" split spoons

BORING NUMBER MW-2
 DATE STARTED: 07/19/00
 DATE COMPLETED: 07/19/00
 GROUNDWATER DEPTH: ~ 4.75ft.
 ELEVATION:

SAMPLE ID	DEPTH (feet)	BLOWS per 5'	RECOVERY	PRO-FILE	USCS CLASS	MATERIAL DESCRIPTION	COLLECTION		OVA ppm	COMMENTS
							Time	Date		
MW-2 (1-2)	0					0-1.0': Asphalt.				
	1					Orange m SAND; trace ang f gravel; semi-dense; wet	1054	07/19/00	0.0	
	2	13	0.75'							
	3	21	1.67'			0-0.5': Same as above, except wet-satd.	1058	07/19/00	0.0	
	4	17				0.5'-1.67': Olive silty m SAND; little ang f gravel; dense; wet.				
	5	3	1.58'			0-0.58': Black clayey m SAND; dense; wet.	1104	07/19/00	0.0	Water table at ~ 4.75ft.
	6	8				0.58'-1.58': Black clayey f SAND; dense; wet, satd. at -4.75'.				
	7	4	0.92'			Pink CLAY, dense; dry.	1111	07/19/00	0.0	
	8	6								
	9	2	1.42'			Pink CLAY; dense, dry-wet, 1' becomes c sandy and ang f gravelly.	1115	07/19/00	0.0	
MW-2 (11-11.5)	10	5				0.75'-0.79': Piece of coal-like gravel				
	11	5	1.42'			0-0.42': Pink c sandy and ang f gravelly CLAY; dense, dry-wet,	1119	07/19/00	0.0	
	12	3				0.42'-0.67': Pink CLAY; dense; dry-wet.				
	12	3				0.67'-1.42': Olive silty CLAY; some black mottling; dense; dry-wet, dry odor				
	13					Boring complete at 12ft.				
	14									
	15									

NOTES:

LOG OF BORING

PROJECT: Port Newark Container Terminal LLC
 PROJECT NO. 2341
 LOCATION: P&O Ports Port Newark Facility
 GEOLOGIST: R. Cantagallo
 DRILLER: Tabasco Drilling
 DRILLING/SAMPLING METHOD: 4 1/4" id Hollow Stem Augers / 2" split spoons

BORING NUMBER MW-3
 DATE STARTED: 07/17/00
 DATE COMPLETED: 07/17/00
 GROUNDWATER DEPTH: ~5.42ft.
 ELEVATION:

SAMPLE ID	DEPTH (feet)	BLOWS per 6"	RECOVERY	PRO-FILE	USCS CLASS	MATERIAL DESCRIPTION	COLLECTION		OVA ppm	COMMENTS
							Time	Date		
MW-3 (1.5-2)	0 1	7	1.08'			0-1.0': Asphalt and Gravel, Brown f-c SAND;	1351	07/17/00	NAB	
	2 3	19 15	0.5'			Brown f-c SAND;	1355	07/17/00	NAB	
	4	13								
MW-3 (5.5-5)	1 5 6	3 7	1.08'			Reddish-Brown CLAY; little m-c SAND.	1400	07/17/00	NAB	Water table at ~5.42ft.
	7 8	4 1	1.0'			Reddish-Brown CLAY; trace gravel.	1405	07/17/00	NAB	
	9 10	3 3	0.25'			Reddish-Brown CLAY and GRAVEL; little f-c sand.	1410	07/17/00	NAB	
	11 12	1 3	1.17'			Reddish-Brown CLAY.	1423	07/17/00	NAB	
	13					Boring complete at 12ft.				
	14									
	15									

NOTES: NAB: Not Above Background

LOG OF BORING

PROJECT: Port Newark Container Terminal LLC
 PROJECT NO: 2341
 LOCATION: P&O Ports Port Newark Facility
 GEOLOGIST: A. Rai
 DRILLER: Tabasco Drilling
 DRILLING/SAMPLING METHOD: 4 1/4" id Hollow Stem Augers / 2" split spoons

BORING NUMBER: MW-4
 DATE STARTED: 07/24/00
 DATE COMPLETED: 07/24/00
 GROUNDWATER DEPTH: Not obtained.
 ELEVATION:

SAMPLE ID	DEPTH (feet)	BLOWS per 5'	RECOVERY	PRO-FILE	USCS CLASS	MATERIAL DESCRIPTION	COLLECTION		OVA ppm	COMMENTS
							Time	Date		
MW-4 (0.75-1.25)	1	7	0.75'			0-0.5': Asphalt. 0-0.25': Grey ang. f (trace m) GRAVEL; trace brown silt; loose; dry.	1502	07/24/00	0.0	
	2	15		0.25'-0.75': Red-Brown m SAND; trace f sand; loose; dry						
MW-4 (2-2.5)	3	9	0.33'			Red-Brown CLAY; dense; dry	1506	07/24/00	0.0	
	4	10								
	5	16	1.0'			0-0.42': Same as above. 0.42'-1': Red f-c GRAVEL; some silt, little grey organics; loose; dry	1510	07/24/00	0.0	
	6									
	7					Boring complete at 5 ft.				
	8									
	9									
	10									
	11									
	12									
	13									
	14									
	15									

NOTES:

LOG OF BORING

PROJECT: Port Newark Container Terminal LLC
 PROJECT NO: 2341
 LOCATION: P20 Ports Port Newark Facility
 GEOLOGIST: A. Rai
 DRILLER: Tabasco Drilling
 DRILLING/SAMPLING METHOD: 4 1/4" id Hollow Stem Augers / 2" split spoons

BORING NUMBER: MW-5
 DATE STARTED: 07/24/00
 DATE COMPLETED: 07/31/00
 GROUNDWATER DEPTH: ~4.0ft
 ELEVATION:

SAMPLE ID	DEPTH (feet)	BLOWS per 6"	RECOVERY	PRO-FILE	USCS CLASS	MATERIAL DESCRIPTION	COLLECTION		DVA ppm	COMMENTS
							Time	Date		
MW-5 (1-1.5)	1	31	0.92'			0-0.5': Asphalt 0-0.58': Grey ang f GRAVEL and SILT; dense; dry 0.58'-0.92': Red-brown f-c SAND; loose; dry.	1320	07/24/00	0.0	
	2	43								
	3	32								
MW-5 (3.5-4)	3	11	1.83'			Light Reddish-brown f-c SAND; loose; moist.	1327	07/24/00	0.0	Water table at ~4.0ft.
	4	18								
	5	34								
MW-5 (4.5-5)	4	4	1.0'			Med. Brown c-m SAND; some f sand; semi-loose; satd.	1335	07/24/00	0.0	
	5	5								
	6	5								
	7	2	1.67'			0-0.88': Brown silty f-c SAND; little ang f gravel; loose; satd. 0-0.58': some black organics; semi-loose; satd. 0.88'-1.07': Pink CLAY and SILT.	1400	07/31/00	0.0	acc 0.58' Organic det.
	8	1								
	9	1								
	10					Boring Complete at 8ft.				
	11									
	12									
	13									
	14									
	15									

NOTES:

LOG OF BORING

PROJECT: Port Newark Container Terminal LLC
 PROJECT NO. 2341
 LOCATION: P&O Ports Port Newark Facility
 GEOLOGIST: M. Greenberg, R. Cantagallo
 DRILLER: Tabasco Drilling
 DRILLING/SAMPLING METHOD: Earthprobe Direct Push
 on 07/14/00

BORING NUMBER MW-6
 DATE STARTED: 07/14/00
 DATE COMPLETED: 07/31/00
 GROUNDWATER DEPTH: ~10ft on 07/14/00, ~7.75ft on 07/31/00
 ELEVATION
 4 1/4" id Hollow Stem Augers / 2" Split Spore
 on 07/31/00

SAMPLE ID	DEPTH (feet)	BLOWS per 5'	RECOVERY	PRO-FILE	USCS CLASS	MATERIAL DESCRIPTION	COLLECTION		OVA ppm	COMMENTS
							Time	Date		
MW-6 (1.5-2)	1	1.33'				0-0.5' Asphalt Reddish-brown c SAND; some silt	1515	07/14/00	0.0	
	2									
	3	1.33'				Top 0.33' grayish-reddish brown c sand; some gravel. Rest reddish-brown c SAND; some silt; moist	1525	07/14/00	0.0	
	4									
	5	1.33'				Reddish-brown c SAND; some silt and gravel; moist.	1530	07/14/00	0.0	
	6									
	7	0.83'				0-0.8' white CLAY; some red gravel in gray sandy silt 0.42' at bottom reddish-brown c SAND with some gravel	1540	07/14/00	0.0	Water table at ~7.75 ft on 07/31/00
	8									
MW-6 (9.5-10)	9	1.5'				Reddish-brown c silty SAND; some gravel/pebbles, moist.	1545	07/14/00	0.0	
	10									
	11	1.67'				Reddish-brown c silty SAND; some gravel; satd.	1600	07/14/00	0.0	Water table at ~10 ft on 07/14/00.
	12									
	13	1.25'				Orange-brown m-c SAND; little f sand and silt, semi-loose; satd.	0900	07/31/00	0.0	
	14									
	15	1.0'				0-0.5' Brown f SAND; semi-dense; satd.	0914	07/31/00	0.0	
	3									

NOTES:

LOG OF BORING

PROJECT: Port Newark Container Terminal LLC
 PROJECT NO: 2341
 LOCATION: P&O Ports Port Newark Facility
 GEOLOGIST: A. Rai
 DRILLER: Tabasco Drilling
 DRILLING/SAMPLING METHOD: 4 1/4" id Hollow Stem Augers / 2" split spoons

BORING NUMBER: MW-7
 DATE STARTED: 07/24/00
 DATE COMPLETED: 07/24/00
 GROUNDWATER DEPTH: ~ 4.0ft
 ELEVATION:

SAMPLE ID	DEPTH (feet)	BLOWS per 5'	RECOVERY	PRO-FILE	USCS CLASS	MATERIAL DESCRIPTION	COLLECTION		OVA ppm	COMMENTS
							Time	Date		
MW-7 (1-1.5)	0 1 2	21 28 39	0.83'			0-0.5': Asphalt 0-0.5': Olive ang fm GRAVEL and SILT; dense; dry. 0.5'-0.83': Orig. fm SAND; loose; moist.	1403	07/24/00	0.0	
MW-7 (3.5-4)	3 4	7 9 14 22	1.17'			m SAND; little f-m brown sand; loose; wet.	1407	07/24/00	0.0	Water table at ~4.0ft.
	5 6	7 7 9 7	1.17'			0-1': Orange m SAND; trace f sand; dense; satd. 1'-1.17': Gray f SAND; dense; satd.	1411	07/24/00	0.0	
	7 8	1 2	0.92'			0-0.42': Grey m-c SAND; semi-dense; satd. 0.42'-0.92': Orange CLAY; trace organic material; semi-loose; moist-wet.	1410	07/24/00	0.0	
	9 10 11 12 13 14 15					Boring complete at 13ft.				

NOTES:

LOG OF BORING

PROJECT: Port Newark Container Terminal LLC
 PROJECT NO. 2341
 LOCATION: P&O Ports Port Newark Facility
 GEOLOGIST: M. Greenberg
 DRILLER: Tabasco Drilling
 DRILLING/SAMPLING METHOD: 4 1/4" id Hollow Stem Augers / 2" split spoons

BORING NUMBER MW-8A
 DATE STARTED: 08/01/00
 DATE COMPLETED: 08/01/00
 GROUNDWATER DEPTH: ~4.42 ft.
 ELEVATION:

SAMPLE ID	DEPTH (feet)	BLOWS per 6"	RECOVERY	PRO-FILE	USCS CLASS	MATERIAL DESCRIPTION	COLLECTION		DVA ppm	COMMENTS				
							Time	Date						
	0													
	1	7	0.75'			0-0.08': Lt. Brown SILT and gray ang f-m gravel; loose; dry 0.08'-0.75': Orange f-m Silty SAND; semi-loose; moist.	1434	08/01/00	0.0					
	2	9												
	3	7	1.17'			Orange-brown f-m SAND; at 0.25' becomes m-c; very dense; wet.	1440	08/01/00	0.0					
	4	11												
	5	12												
	6	13	1.19'			Orange-brown f-c SAND; at 0.83, becomes f sand, dense; wet, at 4.42' becomes sand.	1449	08/01/00	0.0	Water table at ~4.42 ft.				
	7	7												
	8	6												
	7	1	1.75'			0-0.17': Gray f SAND and SILT; loose; sand. 0.17'-1.75': Gray silty CLAY; gradually becomes pink; trace organics; semi-compact; wet some organic det; organic material here	1453	08/01/00	0.0					
	8	1												
	9	1												
	10					Boring complete at 8ft.								
	11													
	12													
	13													
	14													
	15													

NOTES.

LOG OF BORING

PROJECT: Port Newark Container Terminal LLC
 PROJECT NO: 2341
 LOCATION: P&O Ports Port Newark Facility
 GEOLOGIST: M. Greenberg
 DRILLER: Tabasco Drilling
 DRILLING/SAMPLING METHOD: Earthprobe Direct Push

BORING NUMBER: MW-9
 DATE STARTED: 07/13/00
 DATE COMPLETED: 07/13/00
 GROUNDWATER DEPTH: ~ 4.83 ft.
 ELEVATION:

SAMPLE ID	DEPTH (feet)	BLOWS per 6'	RECOVERY	PRO-FILE	USCS CLASS	MATERIAL DESCRIPTION	COLLECTION		DVA ppm	COMMENTS
							Time	Date		
MW-9 (1-2)	0					0-0.5': Asphalt				
	1	1.92'				0.5'-1.92': Orange-brown m SAND; semi-loose - semi-dense; dry	0940	07/13/00	0.0	
	2									
	3	1.75'				0-1.42': Same as above; except moist.				
	4					1.42'-1.67': Med. Brown m SAND; moist 1.67'-1.75': Dark Brown CLAY; semi-dense; wet	0946	07/13/00	0.0	
	MW-9 (4-5)	5	2.0'			Brown-red m-c SAND; semi-dense; wet; at 0.83', becomes砂.	0951	07/13/00	0.0	Water table at ~4.83ft.
	6									
	7					Boring complete at 6 ft.				
	8									
	9									
	10									
	11									
	12									
	13									
	14									
	15									

NOTES:

LOG OF BORING

PROJECT: Port Newark Container Terminal LLC

BORING NUMBER MW-9A

PROJECT NO: 2341

DATE STARTED: 08/01/00

LOCATION: P&O Ports Port Newark Facility

DATE COMPLETED: 08/01/00

GEOLOGIST: M. Greenberg

GROUNDWATER DEPTH: ~6.32ft.

DRILLER: Tabasco Drilling

ELEVATION:

DRILLING/SAMPLING METHOD: 4 1/4" id Hollow Stem Augers / 2" split spoons

SAMPLE ID	DEPTH (feet)	BLOWS per 6"	RECO. VERY	PRO. FILE	USCS CLASS	MATERIAL DESCRIPTION	COLLECTION		OVA ppm	COMMENTS
							Time	Date		
	0									
	1	9	1.08'			0-0.46': Olive SILT; trace org f gravel; loose; dry	0926	08/01/00	0.0	
	2	11				0.46'-1.08': Orange f-m SAND; very dense; dry				
	3	9	1.08'			Brown f-m SAND; some c sand; very dense; wet; at 0.92', became semi-satd.	0937	08/01/00	0.0	
	4	14								
	5	17								
	6	4	1.42'			0-1' Brown-red m-c SAND; little f sand; semi-dense satd. 1-1.42': Black SILT, clay and f SAND; semi-loose, -semi-dry; satd; little organic odor	0942	08/01/00	0.0	
	7	4								
	8	4								
	7	1/2	1.67'			0-0.67': Med. Brown SILT and f SAND; some clay; semi-dense; satd.	0950	08/01/00	0.0	Water table at ~6.32ft.
	8	1/2				0.67'-1.67': Black CLAY; dense; wet some organic odor				
	9					Boring complete at 8ft.				
	10									
	11									
	12									
	13									
	14									
	15									

NOTES:

LOG OF BORING

PROJECT: Port Newark Container Terminal LLC
 PROJECT NO: 2341
 LOCATION: P&O Ports Port Newark Facility
 GEOLOGIST: R. Cantagallo
 DRILLER: Tabasco Drilling
 DRILLING/SAMPLING METHOD: Earthprobe Direct Push
 to 0 ft.

BORING NUMBER: MW-10
 DATE STARTED: 07/14/00
 DATE COMPLETED: 08/01/00
 GROUNDWATER DEPTH: ~4ft on 07/14/00
 ELEVATION:
 4" id Hollow Stem Augers / 2" split spoons
 to 8ft.

SAMPLE ID	DEPTH (feet)	BLOWS per 6'	RECOVERY	PRO. FILE	USCS CLASS	MATERIAL DESCRIPTION	COLLECTION		OVA ppm	COMMENTS
							Time	Date		
MW-10 (LS-2)	0					0-0.5': Asphalt. 0.5'-1.0': Crushed Stone.				
	1		1.67'			Reddish-brown to lt. brown f-m SAND; loose; dry.	0811	07/14/00	0.0	
	2									
MW (35-4)	3		1.83'			Lt. brown f-m SAND; firm; moist.	0815	07/14/00	0.0	
	4									
	5		1.75'			Brown Clayey SILT. Brownish-gray f-c SAND.	0820	07/14/00	0.0	Water table at ~4.0ft.
	6									
	7	2	1.75'			0-0.42': Gray SILT and CLAY; some organics; semi-dense; wet.				
	8	1				0.42'-1.75': Pink CLAY, loose; wet-satd.	0839	08/01/00		
	9					Boring complete at 8ft.				
	10									
	11									
	12									
	13									
	14									
	15									

NOTES.

LOG OF BORING

PROJECT: Port Newark Container Terminal LLC
 PROJECT NO: 2341

BORING NUMBER: MW-11

LOCATION: P&O Ports Port Newark Facility
 GEOLOGIST: R. Cantagallo

DATE STARTED: 07/14/00

DATE COMPLETED: 07/28/00

DRILLER: Tabasco Drilling

GROUNDWATER DEPTH: ~4.0ft on 07/14/00

ELEVATION:

DRILLING/SAMPLING METHOD: Earthprobe Direct Push
 on 07/14/00

4 1/4" id Hollow Stem Auger / 2" split spoons
 on 07/28/00

SAMPLE ID	DEPTH (feet)	BLOWS per 5'	RECOVERY	PRO-FILE	USCS CLASS	MATERIAL DESCRIPTION	COLLECTION		OVA ppm	COMMENTS
							Time	Date		
	0					0-0.5': Asphalt.				
	1					Brown SAND; firm; moist.	0734	07/14/00	0.0	
	2		1.08'							
MW-11 (2-3)	3					Brown f-c SAND.	0736	07/14/00	0.0	Water table at ~4.0ft on 7/14/00
MW-11 (3-4)	4					Brown f-m SAND; semi-dense; wet.	1450	07/28/00	0.0	
	5		1.0'							
	5					Same as above.	1500	07/28/00	0.0	
	6									
	6					0-0.5': Brown m-c SAND; some f sand; dense; wet. 0.05'-1.58': Brown m-c SAND, some f sand; dense; satd.	1570	07/28/00	NM	Water table at 6.5' ft on 07/28/00
	7		1.58'							
	7					Orange-brown m-c SAND; some f sand; trace silt; trace rounded f gravel; sem-dense-dens; satd.	1520	07/28/00	1.1	
	8		1.25'							
	8					Same as above, except semi-loose.	1526	07/28/00	1.5	
	9									
	9					Same as above.	1534	07/28/00	1.2	
	10		1.0'							

NOTES: NM: Not Measured.

LOG OF BORING

PROJECT: Port Newark Container Terminal LLC
 PROJECT NO: 2341
 LOCATION: P&O Ports Port Newark Facility
 GEOLOGIST: M. Greenberg
 DRILLER: Tabasco Drilling
 DRILLING/SAMPLING METHOD: Earthprobe Direct Push on 07/13/00.

BORING NUMBER:
 DATE STARTED: 07/13/00 (MW-12)
 DATE COMPLETED: 07/27/00
 GROUNDWATER DEPTH: ~10 ft
 ELEVATION:
 4 1/4" id Hollow Stem Augers / 2" split spoons on 07/27/00

SAMPLE ID	DEPTH (feet)	BLOWS per 6"	RECO. VERY	PRO. FILE	USCS CLASS	MATERIAL DESCRIPTION	COLLECTION		OVA ppm	COMMENTS
							Time	Date		
SB-13 (0.5-1.5)	0									
	1		1.25'			0-.5' Asphalt. Orange m-c SAND; semi-loose; dry.	1401	07/13/00	0.0	
	2									
	3		1.66'			Orange m-c SAND; dense; dry.	1405	07/13/00	0.0	
	4									
	5		1.92'			White-tan m-c SAND; dense; moist.	1408	07/13/00	0.0	
	6									
	7		1.58'			White and tan c SAND; dense; moist.	1417	07/13/00	0.0	
	8									
	9		1.58'			White and tan c SAND; dense; dry; becomes wet at 1.29'.	1428	07/13/00	0.0	
	10									
SB-13 (10-11)	11		1.25'			Orange c SAND; dense; satd.	1437	07/13/00	0.0	Water table at ~10 ft.
	12									
	13	5	1.25'			Orange m-c SAND; trace f sand; dense; satd.	1447	07/27/00	0.0	
	14	7								
	15	8								
	16	5								
	17	3				Same as above.	1455	07/27/00	0.0	
	18	3								

NOTES: MW-12 installed where SB-13 is located.

LOG OF BORING

PROJECT: Port Newark Container Terminal LLC
 PROJECT NO. 2341
 LOCATION: P&O Ports Port Newark Facility
 GEOLOGIST: M. Greenberg
 DRILLER: Tabasco Drilling
 DRILLING/SAMPLING METHOD: Earthprobe Direct Push on 07/13/00

BORING NUMBER: (MW-12)
 DATE STARTED: 07/13/00
 DATE COMPLETED: 07/27/00
 GROUNDWATER DEPTH: ~10 ft.
 ELEVATION:
 4 1/4" id Hollow Stem Augers / 2" split spoons on 07/27/00

SAMPLE ID	DEPTH (feet)	BLOWS per 5'	RECO-VERY	PRO-FILE	USCS CLASS	MATERIAL DESCRIPTION	COLLECTION		OVA ppm	COMMENTS
							Time	Date		
15		3								
16		4								
17		1	1.25'			Same as above	150	07/27/00	0.0	
18		3								
19						Boring complete at 18 ft.				
20										
21										
22										
23										
24										
25										
26										
27										
28										
29										
30										

NOTES

LOG OF BORING

PROJECT: Port Newark Container Terminal LLC
 PROJECT NO: 2341
 LOCATION: P&O Ports Port Newark Facility
 GEOLOGIST: R. Cantagallo
 DRILLER: Tabasco Drilling
 DRILING/SAMPLING METHOD: 4 1/4" id Hollow Stem Augers/2" split spoons

BORING NUMBER MW-13
 DATE STARTED: 07/17/00
 DATE COMPLETED: 07/17/00
 GROUNDWATER DEPTH: ~7 ft
 ELEVATION:

SAMPLE ID	DEPTH (feet)	BLOWS per 6'	RECOVERY	PRO. FILE	USCS CLASS	MATERIAL DESCRIPTION	COLLECTION		OVA ppm	COMMENTS
							Time	Date		
						Asphalt.				
	1					Gravel.				
MW-13 (1.5-2)	10	10	.75'			Lt brown f-c SAND	1124	07/17/00	NAB	
	2	36								
	3	5	1.5'			0-.83' Red-brown v-fms SAND.	1127	07/17/00	NAB	
		20				.83-1.25' Red-brown f silty SAND; dense.				
		15				1.25-1.5' Dk brown silty CLAY.				
	4	11								
	5	2	1.33'			0-.66' Red-brown f-c SAND; trace gravel.	1135	07/17/00	NAB	Black stain; slight odor.
		7				.66-1.33' Dk brown to black CLAY.				
	6	7								
MW-13 (6.5-7)	5	5	1.75'			0-1.17' Red-brown to black CLAY; v stiff.	1140	07/17/00	NAB	Black stain; slight odor. Water table at ~7 ft.
	7	5				1.17-1.75' Red-brown to brown CLAY.				
	8	4								
	9	1	2.0'			Brown to red-brown CLAY.	1146	07/17/00	NAB	Black stain; slight odor.
		1								
	10	2								
	11	2	1.75'			Brown to red-brown CLAY.	1150	07/17/00	NAB	Black stain; slight odor.
		3				Tip: Gray f-c SAND.				
	12	4								
		6								
	13	3	1.5'			0-.83' Gray to dk gray v-f SAND.	1155	07/17/00	NAB	Slight odor.
		4				.83-1.42' Brown to gray SILT; laminated.				
		5				1.42-1.5' Peat.				
	14	2								
	15					Boring complete at 14 ft.				

NOTES: NAB: Not above background.

LOG OF BORING

PROJECT: Port Newark Container Terminal LLC
 PROJECT NO: 2341
 LOCATION: P&O Ports Port Newark Facility
 GEOLOGIST: R. Cantuhallo
 DRILLER: Tabasco Drilling
 DRILLING/SAMPLING METHOD: Earthprobe Direct Push

BORING NUMBER: MW-14
 DATE STARTED: 07/14/00
 DATE COMPLETED: 07/14/00
 GROUNDWATER DEPTH:
 ELEVATION:

SAMPLE ID	DEPTH (feet)	BLOWS per 6"	RECOVERY	PRO-FILE	USCS CLASS	MATERIAL DESCRIPTION	COLLECTION		OVA ppm	COMMENTS
							Time	Date		
0										
1			1.0'			0-0.5': Asphalt. Asphalt; Brown Silt, and gravel.	1105	07/14/00	0.0	
2										
3			0.5'			Crushed concrete in tip of spurs; DK. Brown SILT and asphalt.	1108	07/14/00	0.0	
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										

NOTES: First Attempt at boring MW-14.

LOG OF BORING

PROJECT: Port Newark Container Terminal LLC
 PROJECT NO: 2341
 LOCATION: P&O Ports Port Newark Facility
 GEOLOGIST: R. Funk
 DRILLER: Tabasco Drilling
 DRILLING/SAMPLING METHOD: Earthprobe Direct Push

BORING NUMBER: MW-14
 DATE STARTED: 07/14/00
 DATE COMPLETED: 07/25/00
 GROUNDWATER DEPTH: ~5.0 ft on 07/14/00
 ELEVATION: ~3.5 ft on 07/25/00

SAMPLE ID	DEPTH (feet)	BLOWS per 5'	RECOVERY	PRO-FILE	USCS CLASS	MATERIAL DESCRIPTION	COLLECTION		OVA ppm	COMMENTS
							Time	Date		
MW-14 (1.5-2)	0					0-0.5' Asphalt.				
	1		1.08'			Brownish-gray gravelly sand; Some silt.	1122	07/14/00	0.0	
	2					Dark brown silt; little gravel.				
	3		2.0'			Lt. gray-brown m-c SAND; rust-colored staining; loose.				
	4					Lt. gray wf-c SAND; trace rust-colored staining	1135	07/14/00	0.0	
MW-14 (4.5-5)	5		2.0'			Gray-brown f-vc SAND; very firm.				Water table at ~5.0 ft on 07/14/00
	6					Lt. gray-dk. gray f-vc SAND; little shell hash; trace gravel.	1140	07/14/00	0.0	
	7		1.25'			Gray m SAND; dense; satd. organic odor present.				
	8						1341	07/25/00	0.0	
	9					0-0.33': Same as above.				Water table at ~3.5 ft on 07/25/00
	10		1.5'			0.23'-1.5': Black CLAY; high plasticity; satd. heavy organic odor.	1350	07/25/00	0.0	
	11					Boring complete at 10 ft.				
	12									
	13									
	14									
	15									

NOTES.

LOG OF BORING

PROJECT: Port Newark Container Terminal LLC
 PROJECT NO: 2341
 LOCATION: P&O Ports Port Newark Facility
 GEOLOGIST: R. Cantagallo
 DRILLER: Tabasco Drilling
 DRILLING/SAMPLING METHOD: Earthprobe Direct Push

BORING NUMBER MW-15
 DATE STARTED: 07/14/00
 DATE COMPLETED: 07/27/00
 GROUNDWATER DEPTH: ~8 ft on 07/14/00
 ELEVATION:

SAMPLE ID	DEPTH (feet)	BLOWS per 6"	RECOVERY	PRO-FILE	USCS CLASS	MATERIAL DESCRIPTION	COLLECTION		OVA ppm	COMMENTS
							Time	Date		
MW-15 (1.5-2)	0					0-0.5': Asphalt.				
	1		1.08'			Reddish-brown f-m SAND.	1002	07/14/00	0.0	
	2									
	3		1.75'			Reddish-brown f-vc SAND; trace gravel.	1005	07/14/00	0.0	
	4									
	5		1.83'			Reddish-brown f-vc SAND; trace gravel.	1017	07/14/00	0.0	
	6									
	7		1.67'			Brown f-vc SAND; trace gravel.	1022	07/14/00	0.0	
	8									
	9		2.0'			Same as above, except wet.	1030	07/14/00	0.0	Water table at ~8.0 ft.
	10									
	11	5	1.33'			Orange-brown m-c SAND; trace sand; semi-loose, satd.	1033	07/27/00	0.0	
	12	9								
	13	10	1.25'			0-1.17': same as above, except dense	1140	07/27/00	0.0	
	14	13				1.17'-1.25': orange-brown f SAND; dense; satd.				
	15	7								
	15	4	1.0'			Orange-brown f-m SAND, dense; satd.	1149	07/27/00	0.0	

NOTES:

LOG OF BORING

PROJECT: Port Newark Container Terminal LLC PROJECT NO. 2341 LOCATION: P&O Ports Port Newark Facility GEOLOGIST: M. Greenberg DRILLER: Tabasco Drilling DRILLING/SAMPLING METHOD: Earthprobe Direct Push	BORING NUMBER: SB-1 DATE STARTED: 07/13/00 DATE COMPLETED: 07/13/00 GROUNDWATER DEPTH: ~4.88 ft ELEVATION:
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SAMPLE ID	DEPTH (feet)	BLOWS per 6'	RECOVERY	PRO-FILE	USCS CLASS	MATERIAL DESCRIPTION	COLLECTION		OVA ppm	COMMENTS
							Time	Date		
SB-1 (1-1.5)	0									
	1		1.08'			0-.5' Asphalt. .5-1.58' M brown m SAND; semi-dense; moist	0902	07/13/00	0.0	
	2									
	3		1.5'			M brown m-c SAND; semi-dense; moist.	0906	07/13/00	0.0	
	4									
	5		1.17'			0-.88' M brown m-c SAND; Semi-dense; wet. .88-1.17' Black and red-brown CLAY; wet to satd.	0910	07/13/00	0.2	Water table at 4.88 ft. Slight odor present.
	6					Boring Complete at 6 ft.				
	7									
	8									
	9									
	10									
	11									
	12									
	13									
	14									
	15									

NOTES

LOG OF BORING

PROJECT: Port Newark Container Terminal LLC
 PROJECT NO. 2341
 LOCATION: P&O Ports Port Newark Facility
 GEOLOGIST: M. Greenberg
 DRILLER: Tabasco Drilling
 DRILLING/SAMPLING METHOD: 4 1/4" id Hollow Stem Augers / 2" split spoons

BORING NUMBER SB-2
 DATE STARTED: 07/24/00
 DATE COMPLETED: 07/24/00
 GROUNDWATER DEPTH: ~4 ft
 ELEVATION:

SAMPLE ID	DEPTH (feet)	BLOWS per 6'	RECOVERY	PRO-FILE	USCS CLASS	MATERIAL DESCRIPTION	COLLECTION		OVA ppm	COMMENTS
							Time	Date		
SB-2 (1-2)	1	9	1.08'			0-.5' Asphalt. 0-.5' Dk olive SILT; some org f gravel; loose; dry. .5-1.08' Orange f-m SAND; loose; dry.	1605	07/24/00	0.0	
	2	22								
SB-2 (2.5-3)	3	11	1.08'			Lt brown f-m SAND; loose; dry; becomes dense and m-c at .5'; becomes moist at .92'	1610	07/24/00	0.0	
	4	17								
	4	21								
	5	5	1.42'			Orange m-c SAND; semi-dense; satd; becomes gray at .75'.	1617	07/24/00	0.0	Water table at ~4 ft.
	5	7								
	6	9								
	7					Boring complete at 6 ft.				
	8									
	9									
	10									
	11									
	12									
	13									
	14									
	15									

NOTES

LOG OF BORING

PROJECT: Port Newark Container Terminal LLC
 PROJECT NO. 2341
 LOCATION: P&O Ports Port Newark Facility
 GEOLOGIST: M. Greenberg
 DRILLER: Tabasco Drilling
 DRILLING/SAMPLING METHOD: 4 1/4" id Hollow Stem Augers / 2" split spoons

BORING NUMBER SB-3
 DATE STARTED: 07/25/00
 DATE COMPLETED: 07/25/00
 GROUNDWATER DEPTH: ~ 2.83 ft
 ELEVATION

SAMPLE ID	DEPTH (feet)	BLOWS per 5'	RECO-VERY	PRO-FILE	USCS CLASS	MATERIAL DESCRIPTION	COLLECTION		OVA ppm	COMMENTS
							Time	Date		
SB-3 (1-1.5)	1	7	1.17'			0-0.5' Asphalt. 0-0.33' Olive SILT and ang of gravel; semi-loose; dry; 0.33-1.17' Orange f-m SAND; little silt; semi-base.	0826	07/25/00	0.0	
	2	13								
SB-3 (2-2.5)	3	7	1.25'			Orange f-m SAND; little silt; semi-loose; becomes sat'd at .83'	0836	07/25/00	0.0	Water table at ~2.83 ft.
	4	8								
	5	11								
	6	16								
	7					Boring complete at 4 ft.				
	8									
	9									
	10									
	11									
	12									
	13									
	14									
	15									

NOTES

LOG OF BORING

PROJECT: Port Newark Container Terminal LLC
 PROJECT NO. 2341
 LOCATION: P&O Ports Port Newark Facility
 GEOLOGIST: R. Cartagallo
 DRILLER: Tabasco Drilling
 DRILLING/SAMPLING METHOD: 4 1/4" id Hollow Stem Augers / 2" split spoons

BORING NUMBER SB-4
 DATE STARTED: 07/17/00
 DATE COMPLETED: 07/17/00
 GROUNDWATER DEPTH: ~4 ft
 ELEVATION:

SAMPLE ID	DEPTH (feet)	BLOWS per 5'	RECOVERY	PRO-FILE	USCS CLASS	MATERIAL DESCRIPTION	COLLECTION		OVA ppm	COMMENTS
							Time	Date		
SB-4 (1.5-2)	0					0-1.0 Asphalt				
	1									
	2	12	1.0'			Brown f-c SAND; trace gravel.	1510	07/17/00	0.0	
SB-4 (3.5-4)	3	6	1.33'			Brown f-c SAND; trace gravel.	1517	07/17/00	0.0	Water table at ~4 ft.
	4	10								
		10								
		12								
	5					Boring complete at 4 ft.				
	6									
	7									
	8									
	9									
	10									
	11									
	12									
	13									
	14									
	15									

NOTES.

LOG OF BORING

PROJECT: Port Newark Container Terminal LLC
 PROJECT NO. 2341
 LOCATION: P&O Ports Port Newark Facility
 GEOLOGIST: R. Cantagallo
 DRILLER: Tabasco Drilling
 DRILLING/SAMPLING METHOD: 4 1/4" id Hollow Stem Augers / 2" split spoons

BORING NUMBER SB-5
 DATE STARTED: 07/17/00
 DATE COMPLETED: 07/17/00
 GROUNDWATER DEPTH: ~4 ft
 ELEVATION:

SAMPLE ID	DEPTH (feet)	BLOWS per 6"	RECOVERY	PRO-FILE	USCS CLASS	MATERIAL DESCRIPTION	COLLECTION		OVA ppm	COMMENTS
							Time	Date		
SB-5 (1.5-2)	0					0-1.0' Asphalt.				
	1									
	2	11	.92'			Red-brown wf-c SAND; trace gravel.	1534	07/17/00	0.0	
SB-5 (3.5-4)	3	14	1.42'			Brown to red-brown f-c SAND; trace gravel.	1540	07/17/00	0.0	Water table at ~4 ft.
	4	25								
		24								
		26								
	5					Boring complete at 4 ft.				
	6									
	7									
	8									
	9									
	10									
	11									
	12									
	13									
	14									
	15									

NOTES.

LOG OF BORING

PROJECT: Port Newark Container Terminal LLC
 PROJECT NO. 2341
 LOCATION: P20 Ports Port Newark Facility
 GEOLOGIST: M. Greenberg
 DRILLER: Tabasco Drilling
 DRILLING/SAMPLING METHOD: 4 1/4" id Hollow Stem Augers / 2" split spoons

BORING NUMBER SB-6
 DATE STARTED: 07/19/00
 DATE COMPLETED: 07/19/00
 GROUNDWATER DEPTH ~3.42 ft
 ELEVATION

SAMPLE ID	DEPTH (feet)	BLOWS per 6"	RECO-VERY	PRO-FILE	USCS CLASS	MATERIAL DESCRIPTION	COLLECTION		OVA ppm	COMMENTS
							Time	Date		
SB-6 (1-2)	0					0-1.0' Asphalt,				
	1									
SB-6 (3-3.5)	2	18	.75'			Tan and olive m SAND; trace	1249	07/17/00	0.0	
	3	26				muscle to semi-rounded gravel; loose; dry.				
SB-6 (3-3.5)	3	3	1.83'			0-1.17' Gray tan m SAND;	1255	07/17/00	0.0	Water table at ~3.42 ft.
	4	10				semi-dense; wet.				
	5	20				1.17-1.83' Gray f-m SAND; little				
	6	33				subrounded m gravel; wet;				
	7					becomes semi-dense and satd.				
	8					Boring complete at 4 ft.				
	9									
	10									
	11									
	12									
	13									
	14									
	15									

NOTES.

LOG OF BORING

PROJECT: Port Newark Container Terminal LLC
 PROJECT NO: 2341
 LOCATION: P&O Ports Port Newark Facility
 GEOLOGIST: M. Greenberg
 DRILLER: Tabasco Drilling
 DRILLING/SAMPLING METHOD: 4 1/4" id Hollow Stem Augers / 2" split spoons

BORING NUMBER: SB-7
 DATE STARTED: 07/19/00
 DATE COMPLETED: 07/19/00
 GROUNDWATER DEPTH: Not encountered.
 ELEVATION:

SAMPLE ID	DEPTH (feet)	BLOWS per 6"	RECOVERY	PRO-FILE	USCS CLASS	MATERIAL DESCRIPTION	COLLECTION		OVA ppm	COMMENTS
							Time	Date		
SB-7 (1-2)	0					0-1.0' Asphalt.				
	1									
	2	7 14	.75'			11 ton m SAND; trace rounded gravel; semi-loose to semi-dense; moist.	0935	07/19/00	0.0	
SB-7 (2-2.5)	3	50/4	.33'			0-.17' Same as above. .17-.33' Pink CLAY; trace ang gravel; dense; dry.	0939	07/19/00	0.0	Refusal at 2.33 ft.
	4									
	5					Boring complete at 2.33 ft.				
	6									
	7									
	8									
	9									
	10									
	11									
	12									
	13									
	14									
	15									

NOTES:

LOG OF BORING

PROJECT: Port Newark Container Terminal LLC
 PROJECT NO: 2341
 LOCATION: P20 Ports Port Newark Facility
 GEOLOGIST: R. Cantagallo
 DRILLER: Tabasco Drilling
 DRILLING/SAMPLING METHOD: 4 1/4" id Hollow Stem Augers / 2" split spoons

BORING NUMBER: SB-8
 DATE STARTED: 07/17/00
 DATE COMPLETED: 07/17/00
 GROUNDWATER DEPTH: ~4 ft
 ELEVATION:

SAMPLE ID	DEPTH (feet)	BLOWS per 6"	RECOVERY	PRO. FILE	USCS CLASS	MATERIAL DESCRIPTION	COLLECTION		OVA ppm	COMMENTS
							Time	Date		
	0									
SB-8 (1.5-2)	1	14	.75'			0-1.0' Asphalt. lit brown to brown f-m SAND; trace gravel.	1442	07/17/00	0.0	
SB-8 (3.5-4)	2	15								
	3	5	1.17'			0-.5' Brown f-c SAND; trace gravel. .5-.83' Brown sandy CLAY and f-m SAND. .83-1.17' Brown clayey f-c SAND	1446	07/17/00	0.0	Water table at ~4 ft.
	4	5								
	5					Boring complete at 4 ft.				
	6									
	7									
	8									
	9									
	10									
	11									
	12									
	13									
	14									
	15									

NOTES:

LOG OF BORING

PROJECT: Port Newark Container Terminal LLC
 PROJECT NO. 2341
 LOCATION: P&O Ports Port Newark Facility
 GEOLOGIST: M. Greenberg
 DRILLER: Tabasco Drilling
 DRILLING/SAMPLING METHOD: 4 1/4" id Hollow Stem Augers / 2" split spoons

BORING NUMBER SB-10
 DATE STARTED: 07/25/00
 DATE COMPLETED: 07/25/00
 GROUNDWATER DEPTH ~2.58 ft
 ELEVATION:

SAMPLE ID	DEPTH (feet)	BLOWS per 6"	RECOVERY	PRO-FILE	USCS CLASS	MATERIAL DESCRIPTION	COLLECTION		OVA ppm	COMMENTS	
							Time	Date			
SB-10 (1.5-2)	0					Asphalt.					
	1	10	1.17'			Orange brown f-m SAND; loose; moist.	0926	07/25/00	0.0		
	2	12									
3	15										
SB-10 (2-2.5)	4	9	.92'			Orange m-c SAND; dense; wet; becomes solid at .58'.	0931	07/25/00	0.0	Water table at ~2.58 ft.	
	5	7									
	6	9									
	7					Boring complete at 4 ft.					
	8										
	9										
	10										
	11										
	12										
	13										
	14										
	15										

NOTES:

LOG OF BORING

PROJECT: Port Newark Container Terminal LLC
 PROJECT NO: 2341
 LOCATION: P20 Ports Port Newark Facility
 GEOLOGIST: R. Cantagallo
 DRILLER: Tabasco Drilling
 DRILLING/SAMPLING METHOD: Earthprobe Direct Push

BORING NUMBER: SB-11
 DATE STARTED: 07/14/00
 DATE COMPLETED: 07/14/00
 GROUNDWATER DEPTH: ~9.5 ft
 ELEVATION:

SAMPLE ID	DEPTH (feet)	BLOWS per 5'	RECOVERY	PRO-FILE	USCS CLASS	MATERIAL DESCRIPTION	COLLECTION		OVA ppm	COMMENTS
							Time	Date		
SB-11 (1.5-2)	0									
	1		1.25'			0-5' Asphalt Red-brown c SAND; some silt.	1342	07/14/00	0.0	
	2									
	3		2.00'			Red-brown c SAND; some silt.	1355	07/14/00	0.0	
	4									
	5		1.83'			Red-brown c SAND; some silt; trace m gravel; moist.	1400	07/14/00	0.0	
	6									
	7		2.0'			Same as above.	1407	07/14/00	0.0	
	8									
SB-11 (9.95)	9		1.58'			Same as above.	1414	07/14/00	0.0	Water table at ~9.5 ft.
	10									
	11					Boring complete at 10 ft.				
	12									
	13									
	14									
	15									

NOTES:

LOG OF BORING

PROJECT: Port Newark Container Terminal LLC
 PROJECT NO: 2341
 LOCATION: P&O Ports Port Newark Facility
 GEOLOGIST: M. Greenberg
 DRILLER: Tabasco Drilling
 DRILLING/SAMPLING METHOD: Earthprobe Direct Push

BORING NUMBER: SB-12
 DATE STARTED: 07/13/00
 DATE COMPLETED: 07/13/00
 GROUNDWATER DEPTH: ~4.33 ft
 ELEVATION:

SAMPLE ID	DEPTH (feet)	BLOWS per 5'	RECO-VERY	PRO-FILE	USCS CLASS	MATERIAL DESCRIPTION	COLLECTION		OVA ppm	COMMENTS
							Time	Date		
SB-12 (0.5-2)	0									
	1		1.17'			0-.5' Asphalt. M brown-orange m SAND; dense; dry.	1621	07/13/00	0.0	
SB-12 (3-4)	2									
	3		1.58'			0-.42' Orange-brown c SAND; dense; wet.	1626	07/13/00	0.0	
	4									
	5		1.0'			0-.33' M brown-orange c SAND; dense; wet. .33-1.0' M brown-orange c SAND; dense; satd.	1630	07/13/00		Water table at ~4.33 ft.
	6									
	7					Boring complete at 6 ft.				
	8									
	9									
	10									
	11									
	12									
	13									
	14									
	15									

NOTES:

LOG OF BORING

PROJECT: Port Newark Container Terminal LLC
 PROJECT NO. 2341
 LOCATION: P&O Ports Port Newark Facility
 GEOLOGIST: R. Cantagallo
 DRILLER: Tabasco Drilling
 DRILLING/SAMPLING METHOD: Earthprobe Direct Push

BORING NUMBER: SB-13A
 DATE STARTED: 07/14/00
 DATE COMPLETED: 07/14/00
 GROUNDWATER DEPTH: ~9 ft
 ELEVATION:

SAMPLE ID	DEPTH (feet)	BLOWS per 5'	RECOVERY	PRO-FILE	USCS CLASS	MATERIAL DESCRIPTION	COLLECTION		OVA ppm	COMMENTS
							Time	Date		
SB-13A (1.5-2)	1					0-.5' Asphalt. .5-1.0' Gravel.				
	2		1.25'			Red-brown f-c SAND; trace gravel.	0842	07/14/00	0.0	
	3		1.75'			Red-brown f-c SAND; trace gravel.	0846	07/14/00	0.0	
	4									
	5		1.66'			Same as above.	0908	07/14/00	0.0	
	6									
	7		1.75'			Same as above.	0911	07/14/00	0.0	
	8									
SB-13A (8.5-9)	9		1.83'			Same as above.	NR	07/14/00	NM	Water table at ~9 ft.
	10									
	11					Boring complete at 10 ft.				
	12									
	13									
	14									
	15									

NOTES: NR: Not recorded.
 NM: Not measured.

LOG OF BORING

PROJECT: Port Newark Container Terminal LLC
 PROJECT NO. 2341
 LOCATION: P20 Ports Port Newark Facility
 GEOLOGIST: R. Cantagallo
 DRILLER: Tabasco Drilling
 DRILLING/SAMPLING METHOD: 4 1/4" id Hollow Stem Augers / 2" split spoons

BORING NUMBER: SB-14
 DATE STARTED: 07/17/00
 DATE COMPLETED: 07/17/00
 GROUNDWATER DEPTH: ~6 ft
 ELEVATION:

SAMPLE ID	DEPTH (feet)	BLOWS per 5'	RECOVERY	PRO-FILE	USCS CLASS	MATERIAL DESCRIPTION	COLLECTION		OVA ppm	COMMENTS
							Time	Date		
SB-14 (1.5-2)	0					Asphalt.	1225	07/17/00		
	1									
	2	17 24	.66'			Brown f-m SAND; trace gravel.			0.0	
	3	12 20 23 24	1.25'			Lt brown to brown f-m SAND.	1231	07/17/00	0.0	
	4									
	5	3 6 11 13	1.0'			Brown f-m SAND; trace gravel.	1238	07/17/00	NM	Water table at ~6 ft.
	6									
	7					Boring complete at 6 ft.				
	8									
	9									
	10									
	11									
	12									
	13									
	14									
	15									

NOTES: NM: Not measured.

LOG OF BORING

PROJECT: Port Newark Container Terminal LLC

BORING NUMBER

SB-15

PROJECT NO: 2341

DATE STARTED: 07/17/00

LOCATION: P&O Ports Port Newark Facility

DATE COMPLETED: 07/17/00

GEOLOGIST: R. Cantagallo

GROUNDWATER DEPTH: ~5.5 ft

DRILLER: Tabasco Drilling

ELEVATION:

DRILLING/SAMPLING METHOD: 4 1/4" id Hollow Stem Augers / 2" split spoons

SAMPLE ID	DEPTH (feet)	BLOWS per 6'	RECOVERY	PRO-FILE	USCS CLASS	MATERIAL DESCRIPTION	COLLECTION		OVA ppm	COMMENTS
							Time	Date		
	0					Asphalt.				
	1					Gravel.				
SB-15 (1.5-2)	2	24	.83'			Lt brown vt-f SAND.	1045	07/17/00	NAB	
	3	10	1.17'			Lt brown vt-f SAND, loose, dry.	1055	07/17/00	NAB	
		26								
		47								
	4	53								
SB-15 (5.5-6)	5	15	1.25'			0-42 Gray to lt brown SAND; trace gravel.	1105	07/17/00	NAB	Water table at ~5.5 ft.
		26				42-1.25' Gray f-m SAND.				
	6	7								
	7					Boring complete at 6 ft.				
	8									
	9									
	10									
	11									
	12									
	13									
	14									
	15									

NOTES: NAB: Not above background.

LOG OF BORING

PROJECT: Port Newark Container Terminal LLC
 PROJECT NO: 2341
 LOCATION: P&O Ports Port Newark Facility
 GEOLOGIST: M. Greenberg
 DRILLER: Tabasco Drilling
 DRILLING/SAMPLING METHOD: Earthprobe Direct Push

BORING NUMBER: SB-16
 DATE STARTED: 07/13/00
 DATE COMPLETED: 07/13/00
 GROUNDWATER DEPTH: ~8.83 ft
 ELEVATION:

SAMPLE ID	DEPTH (feet)	BLOWS per 6"	RECOVERY	PRO-FILE	USCS CLASS	MATERIAL DESCRIPTION	COLLECTION		OVA ppm	COMMENTS
							Time	Date		
SB-16 (0.5-1)	0					0-5' Asphalt.				
	1		.58'			.5-1.08' Orange-brown m SAND; semi-loose to semi-dense; moist.	1509	07/13/00	0.0	
	2									
	3		1.58'			Tan and white m-c SAND; dense; moist.	1512	07/13/00	0.0	
	4									
	5		2.0'			Red-brown c SAND; v dense; wet.	1520	07/13/00	0.0	
	6									
	7		1.5'			Red-brown c SAND; dense; wet.	1530	07/13/00	0.0	
	8									
SB-16 (8-9)	9		1.5'			Red-brown c SAND; dense; wet; satd at .83'	1535	07/13/00	0.0	Water table at ~8.83 ft.
	10									
	11					Boring complete at 10 ft.				
	12									
	13									
	14									
	15									

NOTES

LOG OF BORING

PROJECT: Port Newark Container Terminal LLC
 PROJECT NO: 2341

BORING NUMBER: SB-17

LOCATION: P&O Ports Port Newark Facility

DATE STARTED: 07/24/00

GEOLOGIST: M. Greenberg

DATE COMPLETED: 07/24/00

DRILLER: Tabasco Drilling

GROUNDWATER DEPTH: ~8.33ft

DRILLING/SAMPLING METHOD: 4 1/4" id Hollow Stem Augers / 2" split spoons

ELEVATION:

SAMPLE ID	DEPTH (feet)	BLOWS per 5'	RECO. VERY	PRO. FILE	USCS CLASS	MATERIAL DESCRIPTION	COLLECTION		OVA ppm	COMMENTS
							Time	Date		
SB-17 (11.5-2)	1	19	1.42'			Asphalt. orange f SAND; trace ang f gravel; loose; dry	1124	07/24/00	0.0	
	2	13								
	3	28	1.42'			Same as above.	1128	07/24/00	0.0	
	4	32								
	5	48	2.00'			0-1.25' same as above. 1.25'-2.00' grey f. SAND; ang f-m gravel; loose; dry	1132	07/24/00	0.0	
	6	33								
	7	21	2.00'			Dark orange f-m SAND. Semi-loose; Moist.	1151	07/24/00	0.0	
	8	38								
SB-17 (8-9)	9	9	1.25'			Dark orange m SAND. some f sand; dense; moist; sats. at 8.33'.	1155	07/24/00	0.0	Water table at ~8.33ft.
	10	20								
	11					Boring complete at 10ft.				
	12									
	13									
	14									
	15									

NOTES:

PAGE | OF |

APPENDIX B

UNCONSOLIDATED
MONITORING WELL
CONSTRUCTION DIAGRAM

WELL NO. MW-1

PROJECT Port Newark Container Terminal LLC
PROJECT NO. 2341
DATE July 25, 2010 BORING NO.: MW-01
ELEVATION _____
FIELD GEOLOGIST M. Greenberg

DRILLER Tabasco Drilling
DRILLING METHOD 4 1/4" id. Hollow Stem Augers
DEVELOPMENT METHOD Pump and Surge

GROUND SURFACE



ELEVATION OF TOP OF SURFACE CASING: _____
TYPE OF SURFACE SEAL: Concrete
GROUND SURFACE ELEVATION: _____
ELEVATION OF TOP OF RISER: _____
I.D. OF SURFACE CASING: 9"
TYPE OF SURFACE CASING: Steel
RISER PIPE I.D.: 2"
TYPE OF RISER PIPE: Schedule 40 PVC
BOREHOLE DIAMETER: 8"
TYPE OF BACKFILL: Bentonite Chips
ELEVATION/DEPTH TOP OF SEAL: Not Meas.
TYPE OF SEAL: Bentonite Chips
ELEVATION/DEPTH TOP OF SAND PACK: 0.5'
ELEVATION/DEPTH TOP OF SCREEN: 1.0'
TYPE OF SCREEN: Schedule 40 PVC
SLOT SIZE X LENGTH: .010" X 2'
TYPE OF SAND PACK: Machine #1 Quartz Sand
ELEVATION/DEPTH BOTTOM OF SCREEN: 3.0'
ELEVATION/DEPTH BOTTOM OF SAND PACK: 3.5'
TYPE OF BACKFILL BELOW OBSERVATION WELL: Bentonite Chips
ELEVATION/DEPTH OF HOLE: 5.0'

NOT TO SCALE

UNCONSOLIDATED
MONITORING WELL
CONSTRUCTION DIAGRAM

WELL NO. MW-3

PROJECT Port Newark Container Terminal LLC
PROJECT NO. 2341
DATE July 28, 2000 BORING NO.: MW-03
ELEVATION _____
FIELD GEOLOGIST M. Greenberg

DRILLER Tabasco Drilling
DRILLING METHOD 4 1/4" id Hollow Stem Augers
DEVELOPMENT METHOD Pump and Surge

GROUND SURFACE



ELEVATION OF TOP OF SURFACE CASING: _____
TYPE OF SURFACE SEAL: Concrete
GROUND SURFACE ELEVATION: _____
ELEVATION OF TOP OF RISER: _____
I.D. OF SURFACE CASING: 9"
TYPE OF SURFACE CASING: Steel
RISER PIPE I.D.: 2"
TYPE OF RISER PIPE: Schedule 40 PVC
BOREHOLE DIAMETER: 8"
TYPE OF BACKFILL: Bentonite Chips
ELEVATION/DEPTH TOP OF SEAL: _____ Note Meas.
TYPE OF SEAL: Bentonite Chips
ELEVATION/DEPTH TOP OF SAND PACK: _____ 0.5'
ELEVATION/DEPTH TOP OF SCREEN: _____ 1.0'
TYPE OF SCREEN: Schedule 40 PVC
SLOT SIZE X LENGTH: .010" X 3'
TYPE OF SAND PACK: Marie #1 Quartz Sand
ELEVATION/DEPTH BOTTOM OF SCREEN: _____ 4.0'
ELEVATION/DEPTH BOTTOM OF SAND PACK: _____ 4.5'
TYPE OF BACKFILL BELOW OBSERVATION WELL: Marie #1 Quartz Sand
ELEVATION/DEPTH OF HOLE: _____ 4.5'

NOT TO SCALE

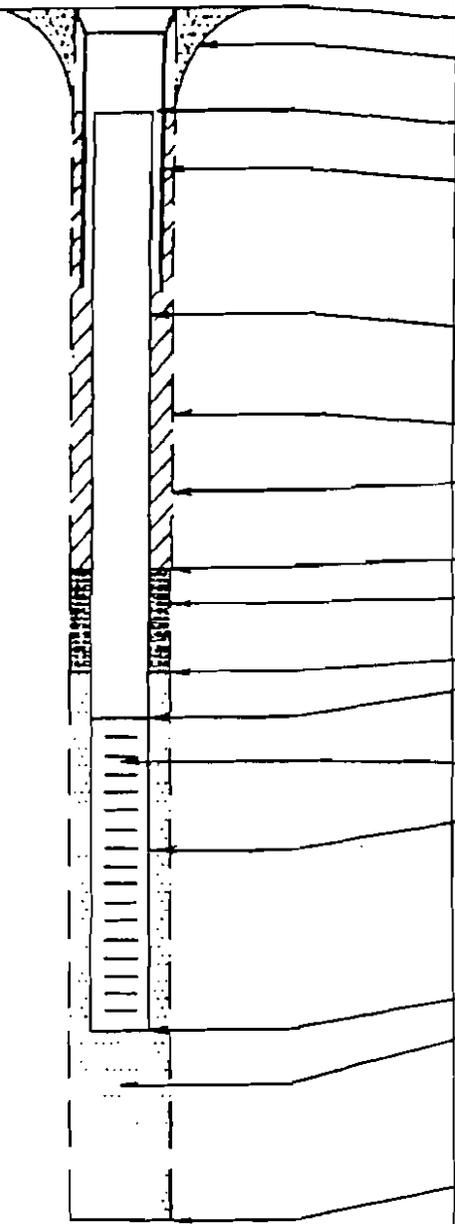
UNCONSOLIDATED
MONITORING WELL
CONSTRUCTION DIAGRAM

WELL NO. MW-5

PROJECT Port Newark Container Terminal LLC
 PROJECT NO. 2341
 DATE July 31, 2000 BORING NO.: MW-5
 ELEVATION _____
 FIELD GEOLOGIST M. Greenberg

DRILLER Tabasco Drilling
 DRILLING METHOD 4 1/4" id Hollow Stem Augers
 DEVELOPMENT METHOD Pump and Surge

GROUND SURFACE



ELEVATION OF TOP OF SURFACE CASING: _____
 TYPE OF SURFACE SEAL: Concrete
 GROUND SURFACE ELEVATION: _____
 ELEVATION OF TOP OF RISER: _____
 I.D. OF SURFACE CASING: 9"
 TYPE OF SURFACE CASING: Steel
 RISER PIPE I.D.: 2"
 TYPE OF RISER PIPE: Schedule 40 PVC
 BOREHOLE DIAMETER: 8"
 TYPE OF BACKFILL: Bentonite Chips
 ELEVATION/DEPTH TOP OF SEAL: _____ Not Meas.
 TYPE OF SEAL: Bentonite Chips
 ELEVATION/DEPTH TOP OF SAND PACK: _____ 2.5'
 ELEVATION/DEPTH TOP OF SCREEN: _____ 3.0'
 TYPE OF SCREEN: Schedule 40 PVC
 SLOT SIZE X LENGTH: .010" X 3'
 TYPE OF SAND PACK: Marie #1 Quartz Sand
 ELEVATION/DEPTH BOTTOM OF SCREEN: _____ 6.0'
 ELEVATION/DEPTH BOTTOM OF SAND PACK: _____ 6.5'
 TYPE OF BACKFILL BELOW OBSERVATION WELL: Marie #1 Quartz Sand
 ELEVATION/DEPTH OF HOLE: _____ 6.5'

NOT TO SCALE

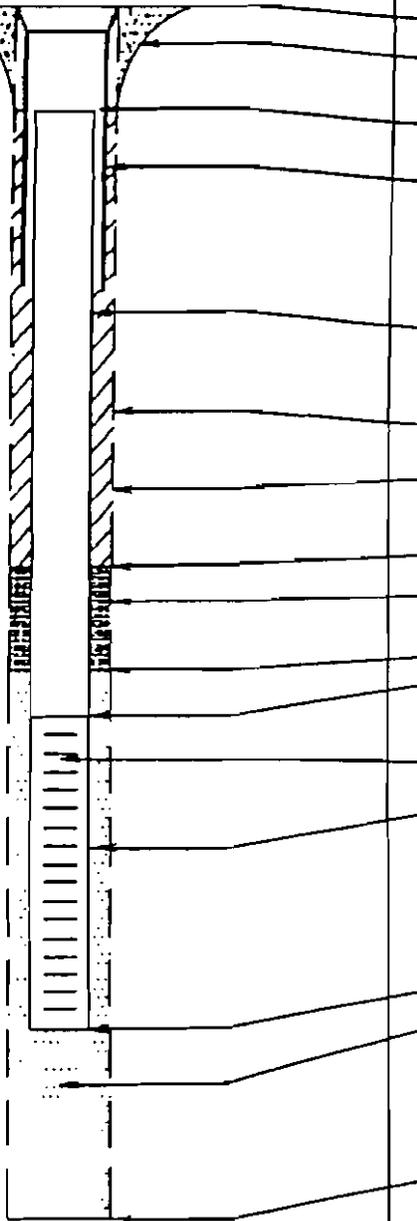
UNCONSOLIDATED
MONITORING WELL
CONSTRUCTION DIAGRAM

WELL NO. MW-6

PROJECT Port Newark Container Terminal LLC
PROJECT NO. 2341
DATE July 31, 2000 BORING NO.: MW-6
ELEVATION _____
FIELD GEOLOGIST M. Greenberg

DRILLER Tabasco Drilling
DRILLING METHOD 4 1/4" id Hollow Stem Augers
DEVELOPMENT METHOD Pump and Surge

GROUND SURFACE



ELEVATION OF TOP OF SURFACE CASING: _____
TYPE OF SURFACE SEAL: Concrete
GROUND SURFACE ELEVATION: _____
ELEVATION OF TOP OF RISER: _____

I.D. OF SURFACE CASING: 9"
TYPE OF SURFACE CASING: Steel

RISER PIPE I.D. 2"
TYPE OF RISER PIPE: Schedule 40 PVC

BORHOLE DIAMETER: 8"

TYPE OF BACKFILL: Bentonite Chips

ELEVATION/DEPTH TOP OF SEAL: Not Meas.
TYPE OF SEAL: Bentonite Chips

ELEVATION/DEPTH TOP OF SAND PACK: 4.5'
ELEVATION/DEPTH TOP OF SCREEN: 5.0'

TYPE OF SCREEN: Schedule 40 PVC
SLOT SIZE X LENGTH: .010" X 10'
TYPE OF SAND PACK: Moric #1 Quartz Sand

ELEVATION/DEPTH BOTTOM OF SCREEN: 15.0'

ELEVATION/DEPTH BOTTOM OF SAND PACK: 16.0'

TYPE OF BACKFILL BELOW OBSERVATION WELL: Moric #1 Quartz Sand

ELEVATION/DEPTH OF HOLE: 16.0'

NOT TO SCALE

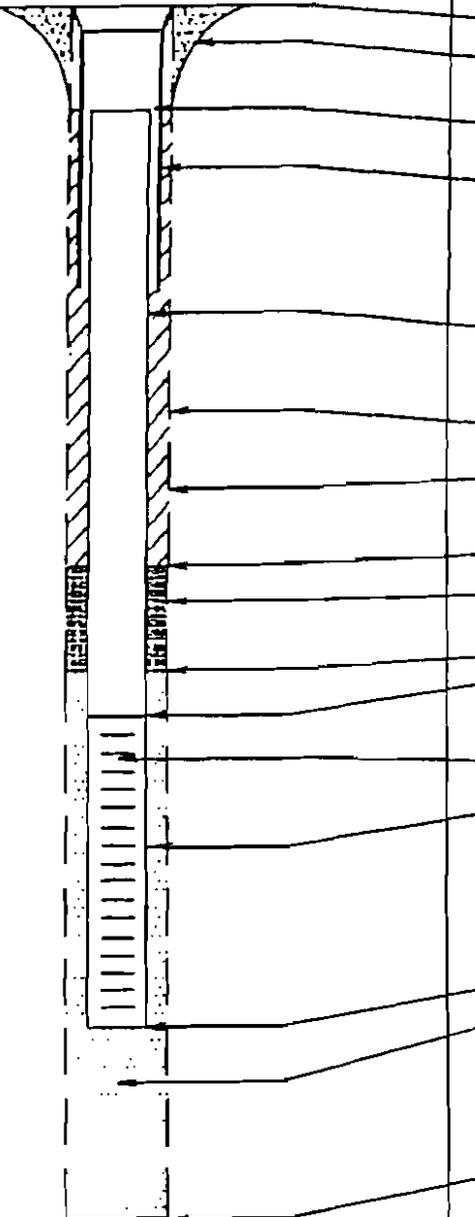
UNCONSOLIDATED
MONITORING WELL
CONSTRUCTION DIAGRAM

WELL NO. MW-7

PROJECT Port Newark Container Terminal LLC
PROJECT NO. 2341
DATE July 27, 2000 BORING NO.: MW-07
ELEVATION _____
FIELD GEOLOGIST M. Greenberg

DRILLER Tabasco Drilling
DRILLING METHOD 4 1/4" id Hollow Stem Augers
DEVELOPMENT METHOD Pump and Surge

GROUND SURFACE



ELEVATION OF TOP OF SURFACE CASING: _____
TYPE OF SURFACE SEAL: Concrete
GROUND SURFACE ELEVATION: _____
ELEVATION OF TOP OF RISER: _____
I.D. OF SURFACE CASING: 9"
TYPE OF SURFACE CASING: Steel
RISER PIPE I.D. 2"
TYPE OF RISER PIPE: Schedule 40 PVC
BORHOLE DIAMETER: 8"
TYPE OF BACKFILL: Bentonite Chips
ELEVATION/DEPTH TOP OF SEAL: Not Meas
TYPE OF SEAL: Bentonite Chips
ELEVATION/DEPTH TOP OF SAND PACK: 1.5'
ELEVATION/DEPTH TOP OF SCREEN: 2.0'
TYPE OF SCREEN: Schedule 40 PVC
SLOT SIZE X LENGTH: .010" X 4'
TYPE OF SAND PACK: Marie #1 Quartz Sand
ELEVATION/DEPTH BOTTOM OF SCREEN: 6.0'
ELEVATION/DEPTH BOTTOM OF SAND PACK: 6.5'
TYPE OF BACKFILL BELOW OBSERVATION WELL: Marie #1 Quartz Sand
ELEVATION/DEPTH OF HOLE: 10.5'

NOT TO SCALE

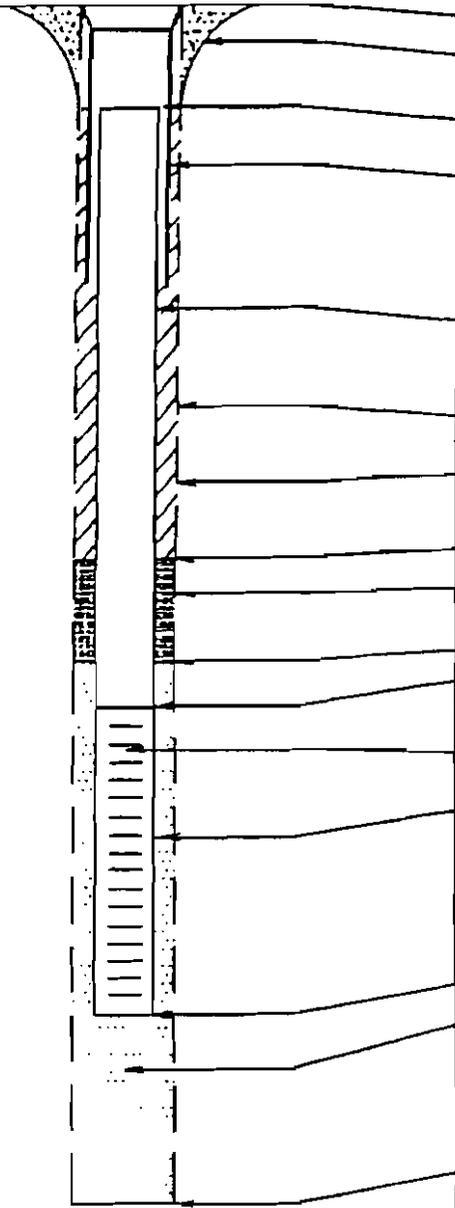
UNCONSOLIDATED
MONITORING WELL
CONSTRUCTION DIAGRAM

WELL NO. MW-8A

PROJECT Port Newark Container Terminal LLC
PROJECT NO. 2341
DATE August 1, 2000 BORING NO.: MW-8A
ELEVATION _____
FIELD GEOLOGIST M. Greenberg

DRILLER Tabasco Drilling
DRILLING METHOD 4 1/4" id Hollow Stem Augers
DEVELOPMENT METHOD Pump and Surge

GROUND SURFACE



ELEVATION OF TOP OF SURFACE CASING: _____
TYPE OF SURFACE SEAL: Concrete
GROUND SURFACE ELEVATION: _____
ELEVATION OF TOP OF RISER: _____

I.D. OF SURFACE CASING: 9"
TYPE OF SURFACE CASING: Steel

RISER PIPE I.D. 2"
TYPE OF RISER PIPE: Schedule 40 PVC

BOREHOLE DIAMETER: 8"

TYPE OF BACKFILL: Bentonite Chips

ELEVATION/DEPTH TOP OF SEAL: _____ Not Meas
TYPE OF SEAL: Bentonite Chips

ELEVATION/DEPTH TOP OF SAND PACK: _____ 1.5'
ELEVATION/DEPTH TOP OF SCREEN: _____ 2.0'

TYPE OF SCREEN: Schedule 40 PVC
SLOT SIZE X LENGTH: .010" X 4.0'
TYPE OF SAND PACK: Moccasin #1 Quartz Sand

ELEVATION/DEPTH BOTTOM OF SCREEN: _____ 6.0'

ELEVATION/DEPTH BOTTOM OF SAND PACK: _____ 6.5'

TYPE OF BACKFILL BELOW OBSERVATION WELL: Moccasin #1 Quartz Sand

ELEVATION/DEPTH OF HOLE: _____ 6.5'

NOT TO SCALE

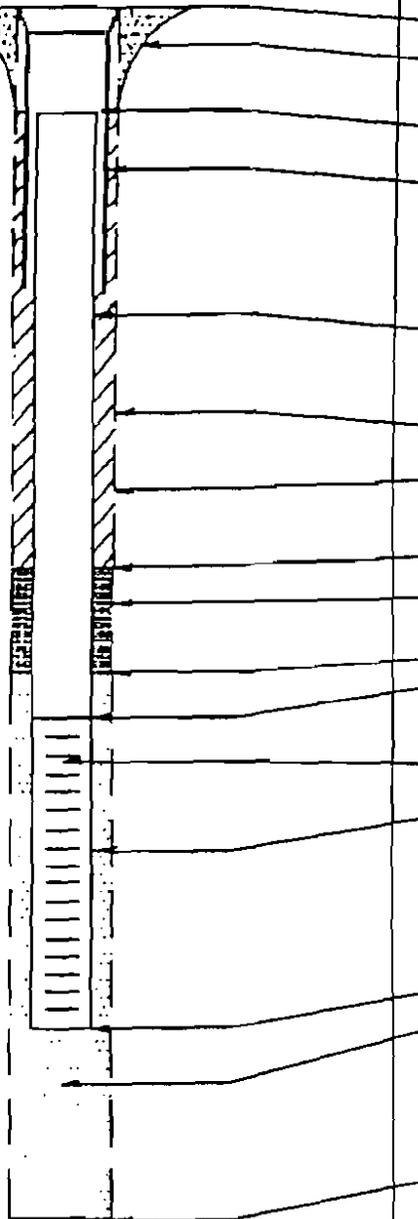
UNCONSOLIDATED
MONITORING WELL
CONSTRUCTION DIAGRAM

WELL NO. MW-9A

PROJECT Port Newark Container Terminal LLC
 PROJECT NO. 2341
 DATE August 1, 2000 BORING NO.: MW-9A
 ELEVATION _____
 FIELD GEOLOGIST M. Greenberg

DRILLER Tabasco Drilling
 DRILLING METHOD 4 1/4" id Hollow Stem Augers
 DEVELOPMENT METHOD Pump and Surge

GROUND SURFACE



ELEVATION OF TOP OF SURFACE CASING: _____
 TYPE OF SURFACE SEAL: Concrete
 GROUND SURFACE ELEVATION: _____
 ELEVATION OF TOP OF RISER: _____
 I.D. OF SURFACE CASING: 9"
 TYPE OF SURFACE CASING: Steel
 RISER PIPE I.D. 2"
 TYPE OF RISER PIPE: Schedule 40 PVC
 BOREHOLE DIAMETER: 8"
 TYPE OF BACKFILL: Bentonite Chips
 ELEVATION/DEPTH TOP OF SEAL: Not Meas.
 TYPE OF SEAL: Bentonite Chips
 ELEVATION/DEPTH TOP OF SAND PACK: 2.5'
 ELEVATION/DEPTH TOP OF SCREEN: 3.0'
 TYPE OF SCREEN: Schedule 40 PVC
 SLOT SIZE X LENGTH: .010" X 4'
 TYPE OF SAND PACK: More #1 Quartz Sand
 ELEVATION/DEPTH BOTTOM OF SCREEN: 7.0'
 ELEVATION/DEPTH BOTTOM OF SAND PACK: 7.5'
 TYPE OF BACKFILL BELOW OBSERVATION WELL: More #1 Quartz Sand
 ELEVATION/DEPTH OF HOLE: 7.5'

NOT TO SCALE

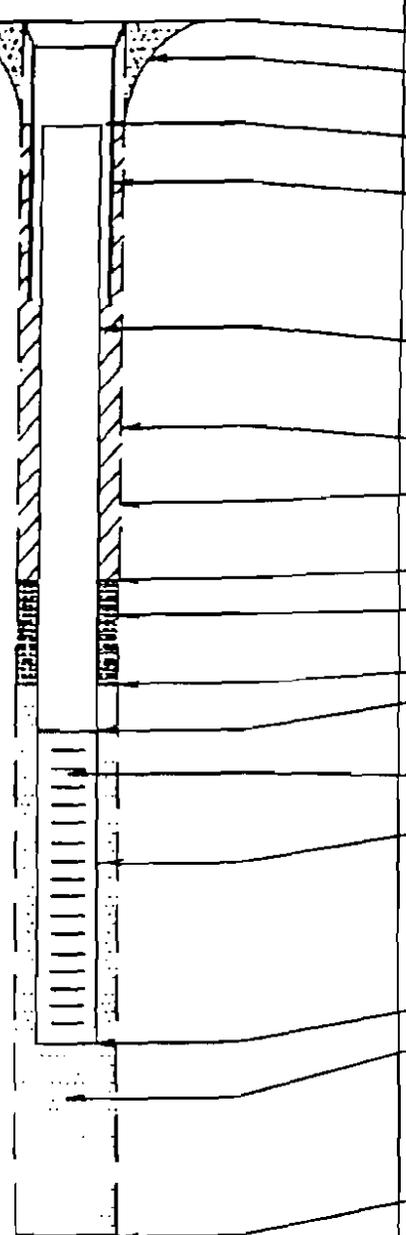
UNCONSOLIDATED
MONITORING WELL
CONSTRUCTION DIAGRAM

WELL NO. MW-11

PROJECT Port Newark Container Terminal LLC
PROJECT NO. 2341
DATE July 28, 2000 BORING NO.: MW-11
ELEVATION _____
FIELD GEOLOGIST M. Greenberg

DRILLER Tabasco Drilling
DRILLING METHOD 4 1/4" id Hollow Stem Augers
DEVELOPMENT METHOD Pump and Surge

GROUND SURFACE



ELEVATION OF TOP OF SURFACE CASING: _____
TYPE OF SURFACE SEAL: Concrete
GROUND SURFACE ELEVATION: _____
ELEVATION OF TOP OF RISER: _____

I.D. OF SURFACE CASING: 9"
TYPE OF SURFACE CASING: Steel

RISER PIPE I.D.: 2"
TYPE OF RISER PIPE: Schedule 40 PVC

BOREHOLE DIAMETER: 8"

TYPE OF BACKFILL: Bentonite Chips

ELEVATION/DEPTH TOP OF SEAL: Not Meas.
TYPE OF SEAL: Bentonite Chips

ELEVATION/DEPTH TOP OF SAND PACK: 5.5'
ELEVATION/DEPTH TOP OF SCREEN: 16.0'

TYPE OF SCREEN: Schedule 40 PVC
SLOT SIZE X LENGTH: .010" X 10'
TYPE OF SAND PACK: Marie #1 Quartz Sand

ELEVATION/DEPTH BOTTOM OF SCREEN: 16.0'

ELEVATION/DEPTH BOTTOM OF SAND PACK: 16.5'

TYPE OF BACKFILL BELOW OBSERVATION WELL: Marie #1 Quartz Sand

ELEVATION/DEPTH OF HOLE: 16.5'

NOT TO SCALE

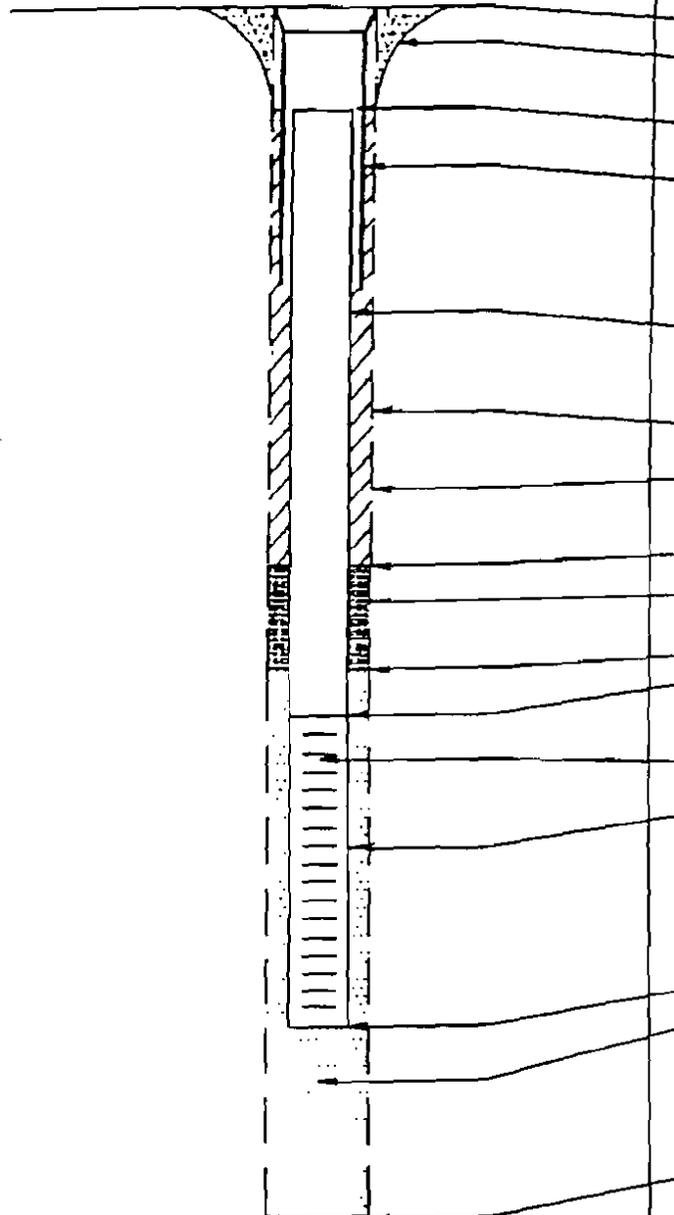
UNCONSOLIDATED
MONITORING WELL
CONSTRUCTION DIAGRAM

WELL NO. MW-12

PROJECT Port Newark Container Terminal LLC
PROJECT NO. 2341
DATE July 28, 2010 BORING NO.: MW-12
ELEVATION _____
FIELD GEOLOGIST M. Greenberg

DRILLER Tabasco Drilling
DRILLING METHOD 4 1/4" id Hollow Stem Augers
DEVELOPMENT METHOD Pump and Surge

GROUND SURFACE



ELEVATION OF TOP OF SURFACE CASING: _____
TYPE OF SURFACE SEAL: Concrete
GROUND SURFACE ELEVATION: _____
ELEVATION OF TOP OF RISER: _____
I.D. OF SURFACE CASING: 9"
TYPE OF SURFACE CASING: Steel
RISER PIPE I.D. 2"
TYPE OF RISER PIPE: Schedule 40 PVC
BOREHOLE DIAMETER: 8"
TYPE OF BACKFILL: Bentonite Chips
ELEVATION/DEPTH TOP OF SEAL: _____ Not Meas.
TYPE OF SEAL: Bentonite Chips
ELEVATION/DEPTH TOP OF SAND PACK: _____ 4.5'
ELEVATION/DEPTH TOP OF SCREEN: _____ 5.0'
TYPE OF SCREEN: Schedule 40 PVC
SLOT SIZE X LENGTH: .010" X 10'
TYPE OF SAND PACK: More #1 Quartz Sand
ELEVATION/DEPTH BOTTOM OF SCREEN: _____ 15.0'
ELEVATION/DEPTH BOTTOM OF SAND PACK: _____ 16.0'
TYPE OF BACKFILL BELOW OBSERVATION WELL: More #1 Quartz Sand
ELEVATION/DEPTH OF HOLE: _____ 16.0'

NOT TO SCALE

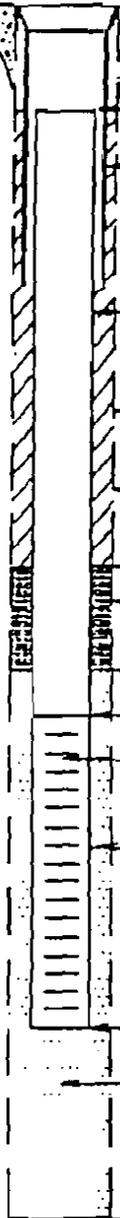
UNCONSOLIDATED
MONITORING WELL
CONSTRUCTION DIAGRAM

WELL NO. MW-13

PROJECT Port Newark Container Terminal LLC
PROJECT NO. 2341
DATE July 27, 2000 BORING NO.: MW-13
ELEVATION _____
FIELD GEOLOGIST M. Greenberg

DRILLER Tabasco Drilling
DRILLING METHOD 4 1/4" id Hollow Stem Augers
DEVELOPMENT METHOD Pump and Surge

GROUND SURFACE



ELEVATION OF TOP OF SURFACE CASING: _____
TYPE OF SURFACE SEAL: Concrete
GROUND SURFACE ELEVATION: _____
ELEVATION OF TOP OF RISER: _____
I.D. OF SURFACE CASING: 9"
TYPE OF SURFACE CASING: Steel
RISER PIPE I.D. 2"
TYPE OF RISER PIPE: Schedule 40 PVC
BOREHOLE DIAMETER: 8"
TYPE OF BACKFILL: Bentonite Chips
ELEVATION/DEPTH TOP OF SEAL: _____ Not Meas
TYPE OF SEAL: Bentonite Chips
ELEVATION/DEPTH TOP OF SAND PACK: _____ 1.5'
ELEVATION/DEPTH TOP OF SCREEN: _____ 2.0'
TYPE OF SCREEN: Schedule 40 PVC
SLOT SIZE X LENGTH: 0.10" X 3'
TYPE OF SAND PACK: More #1 Quartz Sand
ELEVATION/DEPTH BOTTOM OF SCREEN: _____ 5.0'
ELEVATION/DEPTH BOTTOM OF SAND PACK: _____ 5.5'
TYPE OF BACKFILL BELOW OBSERVATION WELL: Bentonite Chips
ELEVATION/DEPTH OF HOLE: _____ 7.0'

NOT TO SCALE

UNCONSOLIDATED
MONITORING WELL
CONSTRUCTION DIAGRAM

WELL NO. MW-14

PROJECT Port Newark Container Terminal LLC
PROJECT NO. 2341
DATE July 25, 2000 BORING NO.: MW-14
ELEVATION _____
FIELD GEOLOGIST M. Greenberg

DRILLER Tabasco Drilling
DRILLING METHOD 4 1/4" id Hollow Stem Augers
DEVELOPMENT METHOD Pump and Surge

GROUND SURFACE



ELEVATION OF TOP OF SURFACE CASING: _____
TYPE OF SURFACE SEAL: Concrete
GROUND SURFACE ELEVATION: _____
ELEVATION OF TOP OF RISER: _____
I.D. OF SURFACE CASING: 9"
TYPE OF SURFACE CASING: Steel
RISER PIPE I.D.: 2"
TYPE OF RISER PIPE: Schedule 40 PVC
BORHOLE DIAMETER: 8"
TYPE OF BACKFILL: Bentonite Chips
ELEVATION/DEPTH TOP OF SEAL: Not Meas.
TYPE OF SEAL: Bentonite Chips
ELEVATION/DEPTH TOP OF SAND PACK: 0.5'
ELEVATION/DEPTH TOP OF SCREEN: 1.0'
TYPE OF SCREEN: Schedule 40 PVC
SLOT SIZE X LENGTH: .010" X 7'
TYPE OF SAND PACK: More #1 Quartz Sand
ELEVATION/DEPTH BOTTOM OF SCREEN: 8.0'
ELEVATION/DEPTH BOTTOM OF SAND PACK: 8.5'
TYPE OF BACKFILL BELOW OBSERVATION WELL: Bentonite Chips
ELEVATION/DEPTH OF HOLE: 9.0'

NOT TO SCALE

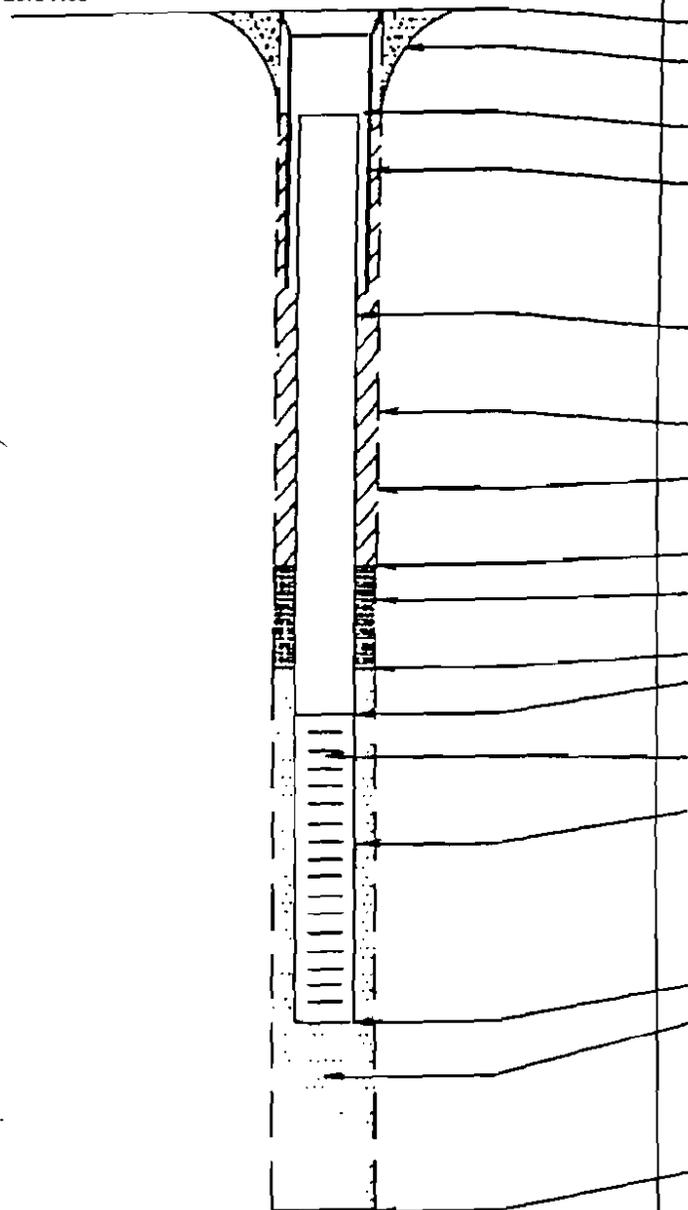
UNCONSOLIDATED
MONITORING WELL
CONSTRUCTION DIAGRAM

WELL NO. MW-15

PROJECT Port Newark Container Terminal LLC
PROJECT NO. 2341
DATE July 27, 2000 BORING NO.: MW-15
ELEVATION _____
FIELD GEOLOGIST M. Greenberg

DRILLER Tabasco Drilling
DRILLING METHOD 4 1/4" id Hollow Stem Augers
DEVELOPMENT METHOD Pump and Surge

GROUND SURFACE



ELEVATION OF TOP OF SURFACE CASING: _____
TYPE OF SURFACE SEAL: Concrete
GROUND SURFACE ELEVATION: _____
ELEVATION OF TOP OF RISER: _____

I.D. OF SURFACE CASING: 9"
TYPE OF SURFACE CASING: Steel

RISER PIPE I.D.: 2"
TYPE OF RISER PIPE: Schedule 40 PVC

BOREHOLE DIAMETER: 8"

TYPE OF BACKFILL: Bentonite Chips

ELEVATION/DEPTH TOP OF SEAL: Not Meas.
TYPE OF SEAL: Bentonite Chips

ELEVATION/DEPTH TOP OF SAND PACK: 4.5'
ELEVATION/DEPTH TOP OF SCREEN: 5.0'

TYPE OF SCREEN: Schedule 40 PVC
SLOT SIZE X LENGTH: .010" X 10'
TYPE OF SAND PACK: Marie #1 Quartz Sand

ELEVATION/DEPTH BOTTOM OF SCREEN: 15.0'

ELEVATION/DEPTH BOTTOM OF SAND PACK: 15.5'

TYPE OF BACKFILL BELOW OBSERVATION WELL: Marie #1 Quartz Sand

ELEVATION/DEPTH OF HOLE: 15.5'

NOT TO SCALE

APPENDIX C

EXHIBIT B-3

WELL PURGE DATA SHEET

Well I.D. MW-15 Date 8-23-00

Well Depth (from TOC) = 14.79 ft
 Well Diameter (d) = 2 in
 Static Water Level (from TOC) = 8.76 ft
 Well Radius (d/2) = 1 in

Height of Water in Well

T = Depth (ft) - Static Water Level (ft)
 T = 14.79 - 8.76
 T = 6.03 ft

Gallons of Water per Well Volume

Volume = $0.163 \times T(\text{ft}) \times r(\text{in})^2$
 = $0.163 \times 6.03 \times 1^2$
 = 0.98 gallons

Total Water Purged

Design = 2.95 gallons
 Actual = 6 gallons

Water Quality

Rate (gpm)	TIME	pH	SPEC. CONDOC. (umhos/cm)	TEMPERATURE (°C)	DO (ppm)	En (mu)	Turb
0.96	Initial	<u>7.10</u>	<u>0.198</u>	<u>19.8</u>	<u>0.00</u>	<u>-19</u>	<u>71.8</u>
1.0	Volume 1	<u>7.10</u>	<u>0.196</u>	<u>19.9</u>	<u>0.00</u>	<u>-6</u>	<u>21</u>
0.61	Volume 2	<u>7.10</u>	<u>0.195</u>	<u>17.9</u>	<u>0.00</u>	<u>9</u>	<u>169</u>
0.20	Volume 3	<u>7.07</u>	<u>0.2</u>	<u>20.0</u>	<u>0.00</u>	<u>12</u>	<u>5</u>
0.47	Volume 4	<u>7.02</u>	<u>0.205</u>	<u>20.0</u>	<u>0.00</u>	<u>20</u>	<u>7.2</u>
0.55	Volume 5	<u>7.05</u>	<u>0.208</u>	<u>20.1</u>	<u>0.00</u>	<u>23</u>	<u>2</u>
	14.25	<u>7.05</u>	<u>0.209</u>	<u>20.0</u>	<u>0.00</u>	<u>22</u>	<u>1</u>

Purge Method SUBMERSIBLE PUMP OTHER (SPECIFY)

Notes/Observations: 1425 stated purging well water is clear, no

Sampler(s): 14.25

EXHIBIT B-3

WELL PURGE DATA SHEET

Well I.D. MW-6 Date 08/22/02 and 08/23
 Well Depth (from TOC) = 14.95 ft 14.95
 Well Diameter (d) = 2 in 2
 Static Water Level (from TOC) = 7.59 ft 10.92
 Well Radius (d/2) = 1 in 1

Height of Water in Well

T = Depth (ft) - Static Water Level (ft)
 T = 14.95 - 7.59 = 14.95 - 10.92
 T = 7.36 ft = 4.03

Gallons of Water per Well Volume

$$\text{Volume} = 0.163 \times T(\text{ft}) \times r(\text{in})^2$$

$$= 0.163 \times \frac{7.36}{1.20} \times \frac{1}{1} \text{ gallons} = 0.163 \times 4.03 \times 1^2 = 0.66$$

Total Water Purged

Design = 3.60 gallons
 Actual = 4.0 gallons

Water Quality

Re (Y _{min})	TIME	pH	SPEC. CONDC. (umhos/cm)	TEMPERATURE (OC)	DO (ppm)	En (mu)	Tu
0.23	Initial 0806	6.90	1.89	19.6	5.38	162	8.3
0.23	Volume 1 0809	7.04	1.89	19.9	5.19	142	2.9
0.23	Volume 2 0812	7.11	1.88	20.1	5.18	122	8
0.27	Volume 3 0815	7.14	1.87	20.1	5.14	111	4
0.22	Volume 4 0818	7.15	1.87	20.2	5.12	105	3
0.64	Volume 5 0821	7.16	1.87	20.1	5.22	101	3
0.49	6 0824	7.16	1.86	19.8	5.15	98	4

Purge Method: SUCTION PUMP SUBMERSIBLE PUMP BAILER OTHER (SPECIFY)

Notes/Observations: 15.00 Start purging Well, 0804 start purging Well
Water purged has no odor or visible solids. It is clear.

Sampler(s):	TIME	pH	SPEC. CONDC. (umhos/cm)	TEMPERATURE (OC)	DO (ppm)	En (mu)	Tu
0.49	7 0827	7.16	1.86	19.8	5.15	96	3.3
0.61	8 0830	7.16	1.85	19.7	5.16	94	2.8
0.39	9 0833	7.14	1.84	19.8	5.16	93	3.2
0.40	10 0836	7.16	1.83	19.9	5.15	91	2.4

EXHIBIT B-3

WELL PURGE DATA SHEET

Well I.D. MW-7

Date 8-22-00

Well Depth (from TOC) = 6.16 ft
 Well Diameter (d) = 2 in
 Static Water Level (from TOC) = 4.36 ft
 Well Radius (d/2) = 1 in

Height of Water in Well

T = Depth (ft) - Static Water Level (ft)
~~T = 6.16 - 4.36 = 1.80~~
 T = 1.80 ft

Gallons of Water per Well Volume

$$\begin{aligned} \text{Volume} &= 0.163 \times T(\text{ft}) \times r(\text{in})^2 \\ &= 0.163 \times \underline{1.80} \times \underline{1}^2 \\ &= \underline{0.29} \text{ gallons} \end{aligned}$$

Total Water Purged

Design = 0.98 gallons
 Actual = ~5 gallons

Water Quality

TIME	pH	SPEC. CONDOC. (umhos/cm)	TEMPERATURE (°C)	DO (ppm)	Ed (mu)	Time
Initial	7.22	43.1	26.0	0.50	-106	3'
Volume 1	7.21	39.3	25.9	0.07	-94	19'
Volume 2	7.22	39.5	26.0	0.00	-96	19'
Volume 3	7.22	39.0	26.2	0.00	-96	11'
Volume 4	7.21	39.0	26.2	0.00	-95	1'
Volume 5	7.22	39.2	26.2	0.00	-97	0'
Volume 6	7.23	37.9	26.2	0.00	-98	8'
Purge Method						
<input type="checkbox"/> SUCTION PUMP <input checked="" type="checkbox"/> SUBMERSIBLE PUMP <input type="checkbox"/> BAILER <input type="checkbox"/> OTHER (SPECIFY)						

Notes/Observations: 0954 start purging well, water appears clear and odor free

Sampler(s): M. Greenberg, R. Robles

1.47	Time 7	1015	7.24	37.9	26.3	0.00	-99	8'
2.55	Time 8	1016	7.24	37.9	26.3	0.00	-99	8'
0.45	Time 9	1021	7.24	37.3	26.3	0.00	-97	8'

EXHIBIT B-3

WELL PURGE DATA SHEET

Well I.D. MW-8A Date 8/23/00

Well Depth (from TOC) = 5.76 ft
 Well Diameter (d) = 2 in
 Static Water Level (from TOC) = 4.79 ft
 Well Radius (d/2) = 1 in

Height of Water in Well

T = Depth (ft) - Static Water Level (ft)
 T = 5.76 - 4.79
 T = 0.97 ft

Gallons of Water per Well Volume

Volume = $0.163 \times T(\text{ft}) \times r(\text{in})^2$
 = $0.163 \times 0.97 \times 1^2$
 = 0.16 gallons

Total Water Purged

Design = 0.47 gallons
 Actual = _____ gallons

Water Quality

Rate
($\frac{1}{\text{min}}$)
 0.77
 0.74
 0.94
 0.68
 0.94
 0.55
 0.82

	TIME	pH	SPEC. CONDOC. (umhos/cm)	TEMPERATURE (°C)	DO (ppm)	En (mV)	Tu
Initial	16.17	6.42	0.253	24.7	0.00	-36	-1
Volume 1	16.21	6.51	0.254	24.8	0.00	-30	5
Volume 2	16.24	6.56	0.260	24.8	0.00	-26	8
Volume 3	16.27	6.62	0.261	25.0	0.00	-26	4
Volume 4	16.30	6.60	0.263	25.0	0.00	-23	2
Volume 5	16.33	6.62	0.295	24.9	0.00	-26	1
6	16.36	6.65	0.251	25.0	0.00	-21	0

Purge Method _____ SUCTION PUMP _____ SUBMERSIBLE PUMP _____ BAILER _____ OTHER (SPECIFY)

Notes/Observations: 1615 Start Purge in MW 8A. Water is clear, but there is some green visible. Water at 5' hole yellowish tint.

7 16387 6.64 0.275 25.1 0.00 -22 -2

1183

EXHIBIT B-3

WELL PURGE DATA SHEET

Well I.D. MLW-9A Date 08/22/00
 Well Depth (from TOC) = 6.52 ft
 Well Diameter (d) = 2 in
 Static Water Level (from TOC) = 3.70 ft
 Well Radius (d/2) = 1 in

Height of Water in Well

T = Depth (ft) - Static Water Level (ft)
 T = 6.52 - 3.70
 T = 2.82 ft

Gallons of Water per Well Volume

Volume = $0.163 \times T(\text{ft}) \times r(\text{in})^2$
 = $0.163 \times 2.82 \times 1^2$
 = 0.46 gallons

Total Water Purged

Design = 1.38 gallons
 Actual = 35 gallons

Water Quality

Flow (l/min)	TIME	pH	SPEC. CONDOC. (umhos/cm)	TEMPERATURE (°C)	DO (ppm)	ED (EM)	Tu	
	Initial	<u>1140</u>	<u>6.57</u>	<u>0.830</u>	<u>26.1</u>	<u>0.03</u>	<u>-140</u>	57.
<u>2.48</u>	Volume 1	<u>1143</u>	<u>6.53</u>	<u>0.510</u>	<u>26.6</u>	<u>0.00</u>	<u>-134</u>	50
<u>3.43</u>	Volume 2	<u>1146</u>	<u>6.47</u>	<u>0.463</u>	<u>26.4</u>	<u>0.02</u>	<u>-130</u>	25.
<u>0.39</u>	Volume 3	<u>1149</u>	<u>6.48</u>	<u>0.450</u>	<u>26.1</u>	<u>0.00</u>	<u>-128</u>	25.
<u>2.35</u>	Volume 4	<u>1152</u>	<u>6.46</u>	<u>0.441</u>	<u>26.5</u>	<u>0.02</u>	<u>-127</u>	24
<u>3.40</u>	Volume 5	<u>1155</u>	<u>6.47</u>	<u>0.438</u>	<u>26.5</u>	<u>0.02</u>	<u>-128</u>	23.
<u>0.37</u>	Time 6	<u>1158</u>	<u>6.57</u>	<u>0.748</u>	<u>26.2</u>	<u>0.00</u>	<u>-143</u>	58.

Purge Method SUCTION PUMP SUBMERSIBLE PUMP BAILER OTHER (SPECIFY)

Notes/Observations: Water is color free and has yellowish tinge. Slight
smell present, water has petroleum like odor

Sampler(s): M Greenberg, D. P. Miller

<u>0.40</u>	Time 7	<u>1201</u>	<u>6.51</u>	<u>0.450</u>	<u>26.5</u>	<u>0.00</u>	<u>-134</u>	<u>25.1</u>
<u>0.40</u>	Time 8	<u>1204</u>	<u>6.48</u>	<u>0.428</u>	<u>26.6</u>	<u>0.00</u>	<u>-129</u>	<u>23.7</u>
<u>0.43</u>	Time 9	<u>1207</u>	<u>6.47</u>	<u>0.420</u>	<u>26.5</u>	<u>0.00</u>	<u>-127</u>	<u>21.0</u>
<u>0.40</u>	Time 10	<u>1210</u>	<u>6.47</u>	<u>0.415</u>	<u>26.4</u>	<u>0.00</u>	<u>-126</u>	<u>21.0</u>
<u>0.43</u>	Time 11	<u>1213</u>	<u>6.47</u>	<u>0.412</u>	<u>26.4</u>	<u>0.00</u>	<u>-126</u>	<u>21.0</u>

EXHIBIT B-3

WELL PURGE DATA SHEET

Well I.D. MW-11 Date 08-21-00
 Well Depth (from TOC) = 15.98 ft
 Well Diameter (d) = 2 in
 Static Water Level (from TOC) = 8.99 ft
 Well Radius (d/2) = 1 in

Height of Water in Well

T = Depth (ft) - Static Water Level (ft)
 T = 15.98 - 8.99
 T = 6.99 ft

Gallons of Water per Well Volume

Volume = $0.163 \times T(\text{ft}) \times r(\text{in})^2$
 = $0.163 \times 6.99 \times 1^2$
 = 1.14 gallons

Total Water Purged

Design = 3.42 gallons
 Actual = ~6.5 gallons

Water Quality

late
1 in/hal

	TIME	pH	SPEC. CONDOC. (umhos/cm)	TEMPERATURE (°C)	DO (ppm)	Ed (mu)	Tur
Initial	1348	7.36	0.265	19.5	1.03	-91	30
Volume 1	1351	7.31	0.243	19.5	0.00	-99	19.
Volume 2	1407	7.32	0.239	19.7	0.29	-95	8.
Volume 3	1410	7.20	0.236	19.6	0.00	-100	6.
Volume 4	1413	7.28	0.225	19.6	0.97	-104	5.
Volume 5	1416	7.27	0.239	19.6	1.16	-109	3
Volume 6	1419	7.26	0.238	19.6	2.03	-110	3

Purge Method ↓ SUCTION PUMP ↓ SUBMERSIBLE PUMP BAILER OTHER (SPECIFY)

Notes/Observations: 1348 start purging well. well water clear
no odor no sludge. Stopped purge @ 1354 to get new PID. Resumed
purge @ 1405

Sampler(s):

Volume 7	1422	7.25	0.240	19.7	2.29	-112	3.
Volume 8	1426	7.23	0.236	19.6	1.74	-113	2.
Volume 9	1428	7.23	0.236	19.7	1.34	-114	2.
Volume 10	1431	7.22	0.238	19.7	1.05	-113	2
Volume 11	1434	7.22	0.239	19.7	0.70	-114	2
Volume 12	1437	7.22	0.235	19.7	0.35	-115	2

EXHIBIT B-3

WELL PURGE DATA SHEET

Well I.D. MW-12 Date 8/23/00
 Well Depth (from TOC) = 14.55 ft
 Well Diameter (d) = 2 in
 Static Water Level (from TOC) = 10.14 ft
 Well Radius (d/2) = 1 in

Height of Water in Well

T = Depth (ft) - Static Water Level (ft)
 T = 14.55 - 10.14
 T = 4.41 ft

Gallons of Water per Well Volume

Volume = 0.163 x T(ft) x r(in)²
 = 0.163 x 4.41 x 1²
 = 0.72 gallons

Total Water Purged

Design = 2.2 gallons
 Actual = 5.5 gallons

Water Quality

Time	pH	SPEC. CONDC. (umhos/cm)	TEMPERATURE (OC)	DO (ppm)	Ed (mu)	Tu
0.47 Initial	7.12	0.472	20.4	1.30	-28	10
0.59 Volume 1	7.12	0.448	20.2	0.00	-20	4.1
0.65 Volume 2	7.12	0.443	20.1	0.00	-33	3
0.80 Volume 3	7.12	0.440	20.0	0.00	-45	1.7
0.54 Volume 4	7.10	0.435	20.1	0.00	-57	10
0.55 Volume 5	7.09	0.439	20.2	0.00	-60	6
0.55 Volume 6	7.07	0.439	20.2	0.00	-65	6

Purge Method ✓ SUCTION PUMP ✓ SUBMERSIBLE PUMP _____ BAILER _____ OTHER (SPECIFY)

Notes/Observations: 1305 Start purging well, water has yellowish tinge with the No. 6 and No. 5 run.

Time	Sampler(s)	pH	SPEC. CONDC. (umhos/cm)	TEMPERATURE (OC)	DO (ppm)	Ed (mu)	Tu
0.47	7						
0.38	8	7.06	0.439	20.2	0.00	-67	5.8
0.32	9	7.05	0.439	20.5	0.00	-70	5.3
0.35	9	7.04	0.441	20.7	0.00	-71	4.1
0.35	10	7.04	0.448	20.7	0.00	-71	3.7
0.35	11	7.04	0.450	20.6	0.00	-71	4.1

EXHIBIT B-3

WELL PURGE DATA SHEET

Well I.D. MW-14 Date 8-24-60
 Well Depth (from TOC) = 7.70 ft
 Well Diameter (d) = 2 in
 Static Water Level (from TOC) = 4.92 ft
 Well Radius (d/2) = 1 in

Height of Water in Well

T = Depth (ft) - Static Water Level (ft)
 T = 7.70 - 4.92
 T = 2.78 ft

Gallons of Water per Well Volume

$$\begin{aligned} \text{Volume} &= 0.163 \times T(\text{ft}) \times r(\text{in})^2 \\ &= 0.163 \times \underline{2.78} \times \underline{1}^2 \\ &= \underline{0.45} \text{ gallons} \end{aligned}$$

Total Water Purged

Design = 1.36 gallons
 Actual = 10 gallons

Water Quality

	TIME	PH	SPEC. CONDC. (umhos/cm)	TEMPERATURE (°C)	DO (ppm)	En (HU)	T ₂₁ (N)
Initial	<u>0850</u>	<u>7.27</u>	<u>0.286</u>	<u>22.8</u>	<u>2.98</u>	<u>-204</u>	<u>0.</u>
Volume 1	<u>0853</u>	<u>7.33</u>	<u>0.274</u>	<u>23.4</u>	<u>4.78</u>	<u>-207</u>	<u>32</u>
Volume 2	<u>0855</u>	<u>7.27</u>	<u>0.288</u>	<u>23.4</u>	<u>5.32</u>	<u>-206</u>	<u>23</u>
Volume 3	<u>0857</u>	<u>7.27</u>	<u>0.284</u>	<u>23.5</u>	<u>4.46</u>	<u>-207</u>	<u>110</u>
Volume 4	<u>0859</u>	<u>7.16</u>	<u>0.356</u>	<u>23.4</u>	<u>4.99</u>	<u>-214</u>	<u>29</u>
Volume 5	<u>0901</u>	<u>7.23</u>	<u>0.314</u>	<u>23.4</u>	<u>3.94</u>	<u>-212</u>	<u>28</u>
Volume 6	<u>0904</u>	<u>7.25</u>	<u>0.295</u>	<u>23.5</u>	<u>3.74</u>	<u>-215</u>	<u>22</u>
Purge Method	<input type="checkbox"/> SUCTION PUMP <input type="checkbox"/> SUBMERSIBLE PUMP <input checked="" type="checkbox"/> BAILER <input type="checkbox"/> OTHER (SPECIFY)						

Notes/Observations: Water is gray cloudy colored; has organic odor; visible green.

Sampler(s): M. Greenberg, R. Lohles

Volume 7	<u>0907</u>	<u>7.26</u>	<u>0.289</u>	<u>23.5</u>	<u>4.93</u>	<u>-214</u>	<u>34.</u>
Volume 8	<u>0909</u>	<u>7.31</u>	<u>0.273</u>	<u>23.5</u>	<u>4.40</u>	<u>-213</u>	<u>22.</u>
Volume 9	<u>0911</u>	<u>7.32</u>	<u>0.271</u>	<u>23.5</u>	<u>5.60</u>	<u>-213</u>	<u>13.5</u>
Volume 10	<u>0913</u>	<u>7.23</u>	<u>0.308</u>	<u>23.4</u>	<u>4.05</u>	<u>-219</u>	<u>12.9</u>
		<u>7.34</u>	<u>0.273</u>	<u>23.2</u>	<u>5.44</u>	<u>-213</u>	<u>7.4</u>

EXHIBIT B-3

WELL PURGE DATA SHEET

Well I.D. MW-5 Date 8-21-00

Well Depth (from TOC) = 6.0 ft
 Well Diameter (d) = 2 in
 Static Water Level (from TOC) = 4.10 ft
 Well Radius (d/2) = 1 in

Height of Water in Well

T = Depth (ft) - Static Water Level (ft)
 T = 6.0 - 4.10
 T = 1.9 ft

Gallons of Water per Well Volume

$$\begin{aligned} \text{Volume} &= 0.163 \times T(\text{ft}) \times r(\text{in})^2 \\ &= 0.163 \times \underline{1.9} \times \underline{1}^2 \\ &= \underline{0.51} \text{ gallons} \end{aligned}$$

Total Water Purged

Design = 0.93 gallons
 Actual = 11 gallons

Water Quality

TIME	pH	SPEC. CONDOC. (umhos/cm)	TEMPERATURE (°C)	DO (ppm)	En (mV)	Fuel
Initial	<u>6.73</u>	<u>1.14</u>	<u>24.5</u>	<u>0.01</u>	<u>-160</u>	<u>0.5</u>
Volume 1	<u>6.74</u>	<u>1.08</u>	<u>24.6</u>	<u>0.00</u>	<u>-160</u>	<u>4.5</u>
Volume 2	<u>6.75</u>	<u>1.05</u>	<u>24.7</u>	<u>0.00</u>	<u>-158</u>	<u>4.5</u>
Volume 3	<u>6.76</u>	<u>1.04</u>	<u>24.7</u>	<u>0.00</u>	<u>-157</u>	<u>5.0</u>
Volume 4	<u>6.76</u>	<u>1.07</u>	<u>24.7</u>	<u>0.00</u>	<u>-158</u>	<u>5.0</u>
Volume 5	<u>6.77</u>	<u>0.95</u>	<u>24.7</u>	<u>0.00</u>	<u>-159</u>	<u>6.0</u>
Volume 6	<u>6.77</u>	<u>0.97</u>	<u>24.7</u>	<u>0.00</u>	<u>-161</u>	<u>7.0</u>

Purge Method SUCTION PUMP SUBMERSIBLE PUMP BAILER OTHER
 (SPECIFY)

Notes/Observations: 11:00 start purging well. Water appears clear odor free.

Sampler(s): M. Greenberg, R. Robbs

Volume 7	11:25	6.77	0.76	24.7	0.00	-164	8.5
Volume 8	11:28	6.77	0.97	24.7	0.00	-165	9.8
Volume 9	11:31	6.77	0.96	24.7	0.00	-166	10.0

EXHIBIT B-3

WELL PURGE DATA SHEET

Well I.D. MW-3 Date 9-22-00
 Well Depth (from TOC) = 3.96 ft
 Well Diameter (d) = 2 in
 Static Water Level (from TOC) = 1.17 ft
 Well Radius (d/2) = 1 in

Height of Water in Well

T = Depth (ft) - Static Water Level (ft)
 T = 3.96 - 1.17
 T = 2.79 ft

Gallons of Water per Well Volume

Volume = 0.163 x T(ft) x r(in)²
 = 0.163 x 2.79 x 1²
 = 0.45 gallons

Total Water Purged

Design = 1.36 gallons
 Actual = 1 gallons

Water Quality

	TIME	pH	SPEC. CONDOC. (umhos/cm)	TEMPERATURE (°C)	DO (ppm)	En (mu)	Tur
Initial	<u>0825</u>	<u>7.16</u>	<u>0.286</u>	<u>24.9</u>	<u>1.62</u>	<u>71</u>	<u>106</u>
Volume 1							
Volume 2							
Volume 3							
Volume 4							
Volume 5							

Purge Method
 SUCTION PUMP SUBMERSIBLE PUMP BAILER OTHER (SPECIFY)

Notes/Observations: 0822 Start purging well. Water is brackish Product with no odor well used Dry

Sampler(s): M. Greenwood, R. Robles



EXHIBIT Y

ELECTION

(PURSUANT TO SECTION 142 (b) OF THE
INTERNAL REVENUE CODE OF 1986)

1. PORT NEWARK CONTAINER TERMINAL LLC (hereinafter called "the Lessee") pursuant to an Agreement of Lease bearing Port Authority Lease No. L-PN-264 (hereinafter called "the Lease") made under date of December 1, 2000, between the Lessee and The Port Authority of New York and New Jersey (hereinafter called "the Port Authority"), has leased a site and the structures, improvements, additions, buildings and facilities located or to be located thereon at Port Newark, all as described in the Lease (hereinafter called "the Leased Premises") to be used basically as marine terminal premises constituting a portion of a public port for a term commencing on December 1, 2000 and expiring November 30, 2030.

2. The principal office of the Port Authority is at One World Trade Center, New York, New York 10048 and its taxpayer identification number is 13-6400654W.

3. The principal office of the Lessee is at One Evertrust Plaza, Jersey City, New Jersey 07302, and its taxpayer identification number is 22-3730069.

4. Capital expenditures in connection with the Leased Premises are expected to be made in whole or in part by the Port Authority from "exempt facility bonds" (within the meaning of Section 142(a) of the Internal Revenue Code of 1986) issued by the Port Authority from time to time with respect to the "Wharf Rehabilitation Work" as defined in Section 8B of the Lease (such capital expenditures with respect to the Wharf Rehabilitation Work being hereinafter called "the Property").

5. The Lessee has not acquired and is not acquiring an ownership interest in the Property. The Lessee hereby irrevocably elects not to claim for purposes of federal, state or local taxation of income any depreciation or investment credits, with respect to the Property. The Lessee further agrees that this irrevocable election shall be binding upon its successors in interest, if any, under the Lease, and as a condition of any permitted sale or assignment of the interest of the Lessee under the Lease, every successor in interest shall furnish an executed irrevocable election in the form of the immediately preceding sentence to the Port Authority. The foregoing shall not grant or be deemed to grant to the Lessee the right to sell or assign, in any manner, its interests under the Lease.

6. It is understood that the foregoing election shall not apply to any personal property of the Lessee (including equipment and trade fixtures) removable without material damage to the Leased Premises, installed by the Lessee in or on the Leased Premises pursuant to the Lease, and which are deemed to be and remain the property of the Lessee.

WITNESS:

PORT NEWARK CONTAINER TERMINAL LLC

By _____

(Title) _____

Dated: _____

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 1st day of November in the year 2000, before me, the undersigned, a Notary Public in and for said state, personally appeared William E. Borden, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Marie M. Edwards
(notarial seal and stamp)

MARIE M. EDWARDS, NOTARY
Public, State of New York
No. 24-4959693
Qualified in Kings County Jan. 6, 2002
Commission Expires _____

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 1st day of November in the year 2000, before me, the undersigned, a Notary Public in and for said state, personally appeared ALISTAIR J. BAILIE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Marie M. Edwards
(notarial seal and stamp)

MARIE M. EDWARDS, NOTARY
Public, State of New York
No. 24-4959693
Qualified in Kings County Jan. 6, 2002
Commission Expires _____

EXHIBIT I

to Lease No. L-PN-264

Between

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

and

PORT NEWARK CONTAINER TERMINAL LLC

Initialed:

LCB

For the Port Authority

For the Lessee

**SUBSURFACE BASELINE REPORT
PORT NEWARK CONTAINER TERMINAL, LLC**

OCTOBER 2000

**PORT NEWARK CONTAINER TERMINALS LLC/P&O PORTS
ENVIRONMENTAL BASELINE ASSESSMENT**

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1.0 INTRODUCTION

In July 2000, a subsurface investigation was conducted at the former Maersk/Universal terminal at Port Newark. P&O Ports has commenced negotiations with the Port Authority regarding the leasing of this terminal area, referred to here as the Port Newark Container Terminal LLC. As part of their leasing process, P&O Ports initiated the baseline investigation. This report presents the field methods and the results of the investigation as conducted by Foster Wheeler Environmental Corporation (Foster Wheeler).

2.0 FIELD ACTIVITIES

The purpose of the field investigation was to establish current environmental conditions of subsurface soils and groundwater for the area located upland of Berths 51 to 61 at Port Newark at specific locations designated by the Port Authority. The area encompassing the terminal is approximately 154 acres. Figure 1 presents the Site Plan as provided by GEOD Corporation, a NJ licensed land surveyor.

As an important part of the planning process for conducting site activities, Foster Wheeler developed a site specific work plan prior to mobilizing to the field. Included in the investigation were the drilling of 32 soil borings and installation of 12 groundwater monitoring wells at the locations shown in Figure 1. Table 2-3 provides details concerning the protocols for all analyses performed. All investigative work conducted for the baseline program was performed in accordance with details presented in the Foster Wheeler work plan and the New Jersey Department of Environmental Protection (NJDEP) Field Sampling Procedures Manual, May 1992.

2.1 SOIL SAMPLING PROGRAM

To implement the soil sampling program, one drill rig and one earthprobe rig were mobilized on separate occasions. The soil sampling program was conducted at the site from July 13 to July 25. A hollow stem auger (HAS) drill rig and an earthprobe were utilized for the performance of the sampling. Continuous samples were collected with this earthprobe rig using 1-inch inside diameter carbon steel split-spoons. Soil borings were advanced with the HAS utilizing 4 1/4-inch inside diameter hollow stem augers. Continuous samples were collected with 2-inch inside diameter carbon steel split-spoons with all samples collected from beneath the asphalt cover and subbase to the water table. Standard penetration tests were performed on samples, per ASTM-D-1586-84 (1992) Standard Method for Penetration Test and Split-barrel Sampling of Soils.

A total of 66 soil samples, including four duplicate samples, were collected for laboratory analysis. Sample intervals for laboratory analysis in each boring were at depths of 18 to 24 inches below the soil surface and at 0 to 6 inches above the water table, where possible. Actual sample depth intervals varied depending on several factors, as follows:

- Sample recovery amount needed to be sufficient to fill sample jars. At times, an amount covering greater than a six-inch interval was collected to fulfill this requirement.
- In instances where a confining layer was encountered before reaching the water table, a sample was collected directly above the confining layer in the interests of not drilling through it.
- When elevated PID readings or a non-organic odor was detected in other split-spoon sample intervals, these samples were also sent for analysis. (Only in MW-2 and MW-5 did slight odors warrant collection of one additional sample from each soil boring.)

Soil sampling was conducted in accordance with Section 2.1 of the work plan. All sampling equipment was decontaminated according to the procedures found in Section 2.3 of this document before use at each new sample location. All soil samples were analyzed for the parameters found in Table 2-1, which also displays sample names and depths. All soil boring logs are included in Appendix A.

All residual drummed waste (17 drums in all) generated during the investigation was turned over to the Port Authority.

2.2 GROUNDWATER SAMPLING PROGRAM

The groundwater investigation program involved the installation of 12 groundwater monitoring wells at the terminal. Although 15 well installations were intended, a confining clay layer was found to be present at three locations prior to encountering the water table. Thus three planned monitoring well locations were abandoned after initial drilling as a result of being dry. This was done by simply placing the drill cuttings back into the dry hole from which they were obtained, and sealing the surface with asphalt "cold patch" material.

Following the previous soil boring/sampling activities at those locations to be converted to monitoring wells, well installations began approximately July 25 and completed on August 1. Well development was finished at all 12 monitoring wells by August 7 and, after the requisite two week waiting period for stabilization, groundwater sampling began on August 21. Groundwater sampling of the 12 wells was completed by August 24.

Wells were installed in 12 of the boreholes completed during the preceding soil boring/sampling program. Locations of these wells are shown on Figure 1. Tabasco Drilling Corporation, a licensed driller in the State of New Jersey, installed the wells with a Foster Wheeler geologist providing oversight. Prior to the initiation of well installation, Tabasco obtained well permits for 15 wells. However, at the time of the investigation, MW-2, MW-4, and MW-10 locations were characterized by having the confining clay layer stratigraphically higher than the water table; therefore, wells were not installed at these locations.

Wells were screened across the water table with screens extending from three feet above the water table (if possible) to seven feet below (or to the confining layer), and constructed of 2-inch diameter, Schedule 40 PVC. All wells were installed with flush mount locking caps and constructed according to NJDEP monitoring well specifications found in the May 1992 Field Sampling Procedures Manual. Well Construction Diagrams providing as-built well specifications are found in Appendix B.

Each well was developed by the pumping and surging method. Wells were allowed to stabilize for two weeks after development prior to collecting groundwater samples.

Groundwater samples were collected via low-flow sampling techniques according to the procedures outlined in Section 2.2 of the Foster Wheeler project work plan.

The submersible pump used for groundwater sampling was decontaminated prior to use on each well according to the procedures described in Section 2.3.3 of this document. Dedicated teflon-lined tubing was used for sampling each separate well, with the exception of MW-14. MW-14 was purged and sampled using a polypropylene bailer since the pump control box malfunctioned, making the pump temporarily unavailable.

To purge the well, the bailer was carefully lowered into the well, and groundwater was removed from the well and measured for the indicator parameters of pH, turbidity, conductivity, temperature, dissolved oxygen and oxidation-reduction potential. Groundwater samples were collected for MW-14 after parameter stabilization by transferring water directly from the bailer into the sample bottles. This sampling technique is considered to yield accurate analytical results, the same as might be obtained by sampling directly from a pump discharge. Foster Wheeler used a disposable, dedicated bailer for sampling MW-14, to eliminate any cross contamination concerns. NJDEP and USEPA have recognized manual bailer sampling of groundwater as being acceptable on other projects. Groundwater samples were analyzed for the parameters found in Table 2-2.

2.3 EQUIPMENT DECONTAMINATION

2.3.1 Sampling Equipment Decontamination

All sampling equipment, except heavy machinery and submersible pumps, were decontaminated according to the following procedure:

1. Equipment was washed with a non-phosphate detergent and potable water.
2. Equipment was rinsed with potable water.
3. Equipment was rinsed with deionized water.
4. Equipment was allowed to air dry.
5. Equipment was wrapped with aluminum foil.

All decontaminated sampling equipment was stored and handled in a manner to prevent contamination.

2.3.2 Heavy Machinery Decontamination

Prior to use on-site, heavy equipment was steam cleaned. Equipment that came into contact with contaminated media, such as augers and split spoons, were decontaminated between sampling locations to prevent cross-contamination of samples collected.

2.3.3 Pump Decontamination

The submersible pump used for low-flow sampling was decontaminated between well locations to prevent cross-contamination. The following decontamination procedure was used:

1. The pump was submerged into a potable water and non-phosphate detergent rinse. Water was allowed to flush through the pump.
2. The pump was then flushed with potable water.
3. The pump was then flushed with deionized water.

2.4 SURVEYING

GEOD Corporation, a New Jersey licensed professional land surveyor, located all sampling points and surveyed each monitoring well and soil boring location to the nearest 0.1 foot. The top of outer casing, top of inner casing, and ground elevations for all wells were measured to the nearest 0.01 foot. The New Jersey State Plane Coordinate System (1983 version for horizontal measurements and the Port Authority system for vertical measurements) was used for reference.

3.0 QUALITY ASSURANCE/QUALITY CONTROL

3.1 Quality Assurance/Quality Control for the Soil Sampling Program

Six field blanks and six trip blanks were analyzed in order to ensure the validity of the data. The field blanks and trip blanks were only analyzed for TCL VOCs. Table 3-3 presents the results for all the QA/QC samples.

The FIELDBLANK and TRIPBLANK results are utilized for validating laboratory and sampling techniques. Constituents such as methylene chloride and chloroform are typically laboratory artifacts, such as residuals from cleaning analytical equipment. Since field data were not subject to a rigid data validation process against NJDEP and/or USEPA data validation criteria, the precise source of these constituents in the blanks, and their impact, if any, is currently unknown.

3.2 Quality Assurance/Quality Control for the Groundwater Sampling Program

Four field blanks and four trip blanks were analyzed in order to ensure the validity of the data. The field blanks were analyzed for TCL VOCs, TCL SVOCs, Pesticides, PCBs, Metals, Chloride, Total Petroleum Hydrocarbons, Total Recoverable Phenolics, Total Dissolved Solids, and Cyanide. The trip blanks were only analyzed for TCL VOCs. The results are presented in Table 3-4.

4.0 FIELD MEASURED PARAMETERS

Field parameter measurements were collected and recorded during groundwater sampling activities. Depth-to-water values were collected prior to well purging. These values are found in Table 3-5. As well purging began and after each three-minute interval, field parameter measurements were collected with a HORIBA U-22 Water Quality Monitoring System. These measurements collected include pH, specific conductivity, temperature, dissolved oxygen, Eh, and turbidity. All field measured parameters are shown on Table 3-6 and the well purge data sheet for each well sampled (Appendix C).

5.0 FIELD OBSERVATIONS

All soil borings were drilled through asphalt and sub-base cover. Fill material observed in the borings varied, depending on location. In some places, an orange-brown sand was found. In other locations, a gray silt and gravel layer was found. The depths for these layers varied from approximately 2 feet in the interior area of the site to greater than 18 feet near the bulkhead on the Elizabeth Channel. Below this fill material was additional fill material in the form of a semi-confining gray silt and silty clay layer. This unit varied in thickness as well, from being not present in some locations to being of an unknown thickness in others (although it is believed to be at least several feet thick in some areas). Because this unit is semi-confining, Foster Wheeler refrained from drilling through it to

avoid creating a potential pathway for contaminant migration. Where this silt and clay unit was not present, a black organic layer, or peat, was encountered. Drilling was likewise halted whenever this material was encountered.

The water table was found at varying depths below grade. In general, its gradient is toward the Elizabeth Channel, with groundwater flow moving perpendicular to the channel and toward it. The water table was not encountered before the confining layer at borings MW-4 and SB-7. Where groundwater was encountered, however, its depth varied from approximately two to ten feet below grade, with a deeper water table existing adjacent to the channel.

TABLES

TABLE 2-1
PORT NEWARK CONTAINER TERMINAL LLC/ AND PORTS NORTH AMERICA
SOIL SAMPLING PROGRAM

	SOIL SAMPLE	ACTUAL DEPTHS	TCL VOCs	TCL SVOCs	PLST/PDES	PCBs	TAL METALS	OTHER
1	MW-1(1-2)	1-1.67	√	√	√	√	√	√
2	MW-1(4-5)	4.33-4.75	√	√	√	√	√	√
3	MW-2(1-2)	1-1.75	√	√	√	√	√	√
4	MW-2(4-5)	4-4.75	√	√	√	√	√	√
5	MW-2(11-11.5)	10.67-11.42	√	√	√	√	√	√
6	MW-3 (1.5-2)	1.5-2	√	√	√	√	√	√
7	MW-3 (5-5.5)	5-5.5	√	√	√	√	√	√
8	MW-04(0.75-1.25)	0.75-1.25	√	√	√	√	√	√
9	MW-04(2-2.5)	2-2.33	√	√	√	√	√	√
10	MW-05(1-1.5)	1.08-1.42	√	√	√	√	√	√
11	MW-05(3.5-4)	3.33-3.83	√	√	√	√	√	√
12	MW-05(4.5-5)	4.5-4.67	√	√	√	√	√	√
13	MW-6(1.5-2)	1.5-2	√	√	√	√	√	√
14	MW-6(9.5-10)	9.5-10	√	√	√	√	√	√
15	MW-07(1-1.5)	1-1.33	√	√	√	√	√	√
16	MW-07(3.5-4)	3.42-4	√	√	√	√	√	√
17	MW-09(1-2)	0.83-1.92	√	√	√	√	√	√
18	MW-09(4-5)	4-4.83	√	√	√	√	√	√
19	MW-10(1.5-2)	1.5-2	√	√	√	√	√	√
20	MW-10(3.5-4)	3.5-4	√	√	√	√	√	√
21	MW-11(2-3)	2-3	√	√	√	√	√	√
22	MW-11(3-4)	3-4	√	√	√	√	√	√
23	MW-12(0.5-1.5)	0.5-1.58	√	√	√	√	√	√
24	MW-12(10-11)	10-11.25	√	√	√	√	√	√
23	MW-13 (1.5-2)	1.5-2	√	√	√	√	√	√
24	MW-13 (6.5-7)	6.5-7	√	√	√	√	√	√
25	MW-14(1.5-2)	1.5-2	√	√	√	√	√	√
26	MW-14(4.5-5)	4.5-5	√	√	√	√	√	√
27	MW-15(1.5-2)	1.5-2	√	√	√	√	√	√
28	MW-15(7.5-8)	7.5-8	√	√	√	√	√	√
29	SB-01(1-1.5)	0.83-1.58	√	√	√	√	√	√
30	SB-01(4-5)	4-4.83	√	√	√	√	√	√
31	SB-02(1-2)	1-1.58	√	√	√	√	√	√
32	SB-02(2.5-3)	2.58-3.08	√	√	√	√	√	√
33	SB-03(1-1.5)	1.17-1.67	√	√	√	√	√	√
34	SB-03(2-2.5)	2-2.83	√	√	√	√	√	√
35	SB-4 (1.5-2)	1.5-2	√	√	√	√	√	√
36	SB-4 (3.5-4)	3.5-4	√	√	√	√	√	√
37	SB-5 (1.5-2)	1.5-2	√	√	√	√	√	√
38	SB-5 (3.5-4)	3.5-4	√	√	√	√	√	√
39	SB-6(1-2)	1-1.75	√	√	√	√	√	√
40	SB-6(3-3.5)	2.92-3.42	√	√	√	√	√	√
41	SB-7(1-2)	1-1.75	√	√	√	√	√	√
42	SB-7(2-2.5)	2-2.42	√	√	√	√	√	√
43	SB-8 (1.5-2)	1.5-2	√	√	√	√	√	√

TCL VOCs - Target Compound List Volatile Organic Compounds

TCL SVOCs - Target Compound List Semi-Volatile Organic Compounds

TAL METALS - Target Analyte List Metals

PCBs - Polychlorinated Biphenyls

OTHER - Total Petroleum Hydrocarbons, Total Recoverable Phenolics, Percent Solids, Cyanide

TABLE 2-1
FORT MEADE CONTAINER TERMINAL LLC/ AND O PORTS NORTH ATLANTA
SOIL SAMPLING PROGRAM

	SOIL SAMPLE	ACTUAL DEPTHS	TCL VOCs	TCL SVOCs	PESTICIDES	PCBs	TAL METALS	OTHER
44	SB-8 (3.5-4)	3.5-4	√	√	√	√	√	√
45	SB-10(1.5-2)	1.17-1.67	√	√	√	√	√	√
46	SB-10(2-2.5)	2-2.58	√	√	√	√	√	√
47	SB-11(1.5-2)	1.5-2	√	√	√	√	√	√
48	SB-11(9-9.5)	9-9.5	√	√	√	√	√	√
49	SB-12(0.5-2)	0.5-1.67	√	√	√	√	√	√
50	SB-12(3-4)	3.08-4.33	√	√	√	√	√	√
51	SB-13(0.5-1.5)	0.5-1.58	√	√	√	√	√	√
52	SB-13(10-11)	10-11.25	√	√	√	√	√	√
53	SB-13A(1.5-2)	1.5-2	√	√	√	√	√	√
54	SB-13A(8.5-9)	8.5-9	√	√	√	√	√	√
55	SB-14 (1.5-2)	1.5-2	√	√	√	√	√	√
56	SB-14 (5.5-6)	5.5-6	√	√	√	√	√	√
57	SB-15 (1.5-2)	1.5-2	√	√	√	√	√	√
58	SB-15 (5.5-6)	5.5-6	√	√	√	√	√	√
59	SB-16(0.5-1)	0.5-1.08	√	√	√	√	√	√
60	SB-16(8-9)	8-8.83	√	√	√	√	√	√
61	SB-17(1.5-2)	1.5-1.92	√	√	√	√	√	√
62	SB-17(8-9)	8.33-8.67	√	√	√	√	√	√

TCL VOCs - Target Compound List Volatile Organic Compounds

TCL SVOCs - Target Compound List Semi-Volatile Organic Compounds

TAL METALS - Target Analyte List Metals

PCBs - Polychlorinated Biphenyls

OTHER - Total Petroleum Hydrocarbons, Total Recoverable Phenolics, Percent Solids, Cyanide

TABLE 2-2
 PORT NEWARK CONTAINER TERMINAL LLC/P AND PORTS NORTH AMERICA
 GROUNDWATER SAMPLING PROGRAM

	WELL ID	TCL VOCs	TCL SVOCs	PESTICIDES	PCBs	TOTAL PP METALS	OTHER	FIELD PARAMETERS*
1	MW-3	√	NA	NA	NA	NA	√*	√
2	MW-5	√	√	√	√	√	√	√
3	MW-6	√	√	√	√	√	√	√
4	MW-7	√	√	√	√	√	√	√
5	MW-8A	√	√	√	√	√	√	√
6	MW-9A	√	√	√	√	√	√	√
7	MW-11	√	√	√	√	√	√	√
8	MW-12	√	√	√	√	√	√	√
9	MW-14	√	√	√	√	√	√	√
10	MW-15	√	√	√	√	√	√	√

* - Parameters to include temperature, pH, dissolved oxygen, turbidity,

oxidation-reduction potential, specific conductivity, and flow rate

TCL VOCs - Target Compound List Volatile Organic Compounds

TCL SVOCs - Target Compound List Semi-Volatile Organic Compounds

PCBs - Polychlorinated Biphenyls

PP - Priority Pollutant

OTHER - Chloride, Total Petroleum Hydrocarbons, Total Recoverable Phenolics, Total Dissolved Solids, and Cyanide

NA - Not Analyzed due to not enough water.

√ - Analyzed

√* - Analyzed for Total Recoverable Phenolics only

TABLE 3-1

PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
SUMMARY OF ALL DETECTIONS FOUND IN SOIL SAMPLES

Sample ID Laboratory ID Matrix Date	Residential Direct Contact Soil Cleanup	Non-Residential Direct Contact Soil Cleanup	Impact to Groundwater Soil Cleanup	MW-1(1-2) O29519 Soil 7/19/00	MW-1(4-5) O29520 Soil 7/19/00	MW-2(1-2) O29516 Soil 7/19/00	MW-2(4-5) O29517 Soil 7/19/00
VOCs - ug/kg							
Methylene Chloride	49,000	210,000	1,000	420 J	340 J	330 J	500 J
2-Butanone	1,000,000	1,000,000	50,000	U	U	U	U
Chloroform	19,000	28,000	1,000	U	U	U	U
Toluene	1,000,000	1,000,000	500,000	U	820	U	U
Ethylbenzene	1,000,000	1,000,000	100,000	U	U	U	U
m/p-Xylenes	410,000*	1,000,000*	67,000*	U	760	U	U
o-Xylenes	410,000*	1,000,000*	67,000*	U	U	U	U
1,2,4-Trimethylbenzene	NC	NC	NC	U	U	U	U
Naphthalene	230,000	4,200,000	100,000	U	U	U	U
1,2,4-Trichlorobenzene	68,000	1,200,000	100,000	U	U	U	U
1,2,3-Trichlorobenzene	NC	NC	NC	U	U	U	U
VOC TICs				U	1400 J	U	U
SVOCs - ug/kg							
Isophorone	1,100,000	10,000,000	50,000	U	U	U	U
Naphthalene	230,000	4,200,000	100,000	U	U	U	U
2-Methyl-naphthalene	NC	NC	NC	U	U	U	U
Acenaphthylene	NC	NC	NC	U	U	U	U
Acenaphthene	3,400,000	10,000,000	100,000	U	U	U	U
Dibenzofuran	NC	NC	NC	U	U	U	U
Diethyl phthalate	10,000,000	10,000,000	50,000	U	U	U	U
Fluorene	2,300,000	10,000,000	100,000	U	U	U	U
Phenanthrene	NC	NC	NC	U	U	U	U
Anthracene	10,000,000	10,000,000	100,000	U	U	U	U
Di-n-butyl phthalate	NC	NC	NC	U	U	U	U
Fluoranthene	2,300,000	10,000,000	100,000	U	U	U	U
Pyrene	1,700,000	10,000,000	100,000	U	U	U	U
Butylbenzylphthalate	1,100,000	10,000,000	100,000	U	U	U	U
Benzo(a)anthracene	900	4,000	500,000	U	U	U	U
Chrysene	9,000	40,000	500,000	U	U	U	U
Bis(2-Ethylhexyl) phthalate	49,000	210,000	100,000	U	U	U	U
Benzo(b)fluoranthene	900	4,000	50,000	U	U	U	U

TABLE 3-1
PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
SUMMARY OF ALL DETECTIONS FOUND IN SOIL SAMPLES

Sample ID Laboratory ID Matrix Date	Residential Direct Contact Soil Cleanup	Non-Residential Direct Contact Soil Cleanup	Impact to Groundwater Soil Cleanup	MW-1(1-2) O29519 Soil 7/19/00	MW-1(4-5) O29520 Soil 7/19/00	MW-2(1-2) O29516 Soil 7/19/00	MW-2(4-5) O29517 Soil 7/19/00
Lead	400	600	NC	3.3	56.1	3.2	31.2
Magnesium	NC	NC	NC	526 B	2440	1180	2400
Manganese	NC	NC	NC	70.4	643.0	50.2	105.0
Mercury	14	270	NC	U	0.35	0.02 B	0.15
Nickel	230	4,200	100	3.3 B	20.1	12.4	8.9
Potassium	NC	NC	NC	220 B	1130	399 B	1220
Silver	110	4,100	NC	U	0.51 B	U	0.23 B
Sodium	NC	NC	NC	137 B	175 B	152 B	359 B
Thallium	2	2	NC	U	2.9	U	0.97
Vanadium	370	7,100	NC	6.3	15.6	9.6	20.8
Zinc	1,500	1,500	NC	11.3	55.9	16.7	42.4
Other							
Total Petroleum Hydrocarbons (ppm)	NC	NC	NC	U	U	U	U
Total Recoverable Phenolics (ppm)	NC	NC	NC	U	U	U	U
Percent Solids (%)	NC	NC	NC	93.9	91	94.7	77.1

* - Total Xylenes
Shading - Exceedance of Standard
J - Estimated
U - Undetected
B - Concentration is less than contractual detection limit
but greater than instrument detection limit.

PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
SOIL AND GROUNDWATER ANALYTICAL PROTOCOLS

Parameter Name	Matrix	Container	Analytical Method	Preservatives	Maximum Holding Time
Volatile Organic Compounds +10	Water	(2) 40-ml VOA vials w/ Teflon lined septiums	USEPA 624	HCl to pH<2; Cool to 4°C	14 days
Semi-volatile Organic Compounds +30	Water	(2) 1L Amber glass bottles	USEPA 625	Cool to 4°C	7 days extract; 40 days analyze
Pesticides/PCBs	Water	(2) 1L Amber glass bottles	USEPA 608	Cool to 4°C	7 days extract; 40 days analyze
Metals	Water	(1) 500 ml Polyethylene bottle	USEPA 200.7/245.2	HNO ₃ to pH<2;	6 months
Cyanide	Water	(1) 500 ml Polyethylene bottle	USEPA 335.2	Cool to 4°C	(1lg - 28 days)
Phenolics	Water	(1) 1L Glass bottle	USEPA 420.1	NaOH to pH>12; Cool to 4°C	14 days
Total Petroleum Hydrocarbons	Water	(1) 1L Amber glass bottle	USEPA 418.1		28 days
Total Dissolved Solids	Water	(1) 500 ml Polyethylene	USEPA 160.1	H ₂ SO ₄ or HCl to pH<2; Cool to 4°C	28 days
Total Chloride	Water	(1) 500 ml Polyethylene	USEPA 325.3	Cool to 4°C	7 days
Volatile Organic Compounds +10	Soil	(1) 4 oz. Amber glass jar	SW846 8260B		28 days
Semi-volatile Organic Compounds +30 and	Soil		SW846 8270C	Methanol; Cool to 4°C	14 days
Pesticides/PCBs	Soil		SW846 8081A/8082		7 days extract 40 days analyze
Metals	Soil		SW846 6010B/7000		7 days extract 40 days analyze
Cyanide	Soil	(1) 16 oz. Glass jar	SW846 9013/9010B	Cool to 4°C	6 months (1lg - 28 days)
Phenolics	Soil		SW846 9065		14 days
Total Petroleum Hydrocarbons	Soil		USEPA 418.1M		28 days

Note:
All holding times listed are from time of sample collection.

PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
SUMMARY OF ALL DETECTIONS FOUND IN SOIL SAMPLES

Sample ID Laboratory ID Matrix Date	Residential Direct Contact Soil Cleanup	Non-Residential Direct Contact Soil Cleanup	Impact to Groundwater Soil Cleanup	SB-54 (1.5-2) O29093 Duplicate of SB-4 (1.5-2)	SB-4 (3.5-4) O29090 Soil 7/17/00	SB-5 (1.5-2) O29091 Soil 7/17/00	SB-5 (3.5-4) O29092 Soil 7/17/00
Lead	400	600	NC	3.7	4.5	3.2	3.8
Magnesium	NC	NC	NC	837	1070	874	1040
Manganese	NC	NC	NC	41.5	37.8	37.8	33.8
Mercury	14	270	NC	U	U	U	U
Nickel	230	4,200	100	13.9	14	13.1	14.9
Potassium	NC	NC	NC	408 B	454 B	359 B	395 B
Silver	110	4,100	NC	U	U	U	U
Sodium	NC	NC	NC	336 B	623	349 B	403 B
Thallium	2	2	NC	U	U	U	U
Vanadium	370	7,100	NC	9.8	8.5	8.3	6.8
Zinc	1,500	1,500	NC	14.4	17.9	15.5	15.5
Other							
Total Petroleum Hydrocarbons (ppm)	NC	NC	NC	U	U	U	U
Total Recoverable Phenolics (ppm)	NC	NC	NC	U	U	U	U
Percent Solids (%)	NC	NC	NC	97.6	84.4	96.5	90.7

* - Total Xylenes

Shading - Exceedance of Standard

J - Estimated

U - Undetected

B - Concentration is less than contractual detection limit
but greater than instrument detection limit.

**TABLE 3-1
PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
SUMMARY OF ALL DETECTIONS FOUND IN SOIL SAMPLES**

Sample ID Laboratory ID Matrix Date	Residential Direct Contact Soil Cleanup	Non-Residential Direct Contact Soil Cleanup	Impact to Groundwater Soil Cleanup	SB-6(1-2) O29515 Soil 7/19/00	SB-6(3-3.5) O29514 Soil 7/19/00	SB-7(1-2) O29521 Soil 7/19/00	SB-7(2-2.5) O29522 Soil 7/19/00
Benzo(k)fluoranthene	900	4,000	500,000	U	U	U	43 J
Benzo(a)pyrene	660	660	100,000	U	U	U	41 J
Indeno(1,2,3-cd)pyrene	900	4,000	500,000	U	U	U	U
Dibenzo(a,h)anthracene	660	660	100,000	U	U	U	U
Benzo(g,h,i)perylene	NC	NC	NC	U	U	U	U
SVOC TICs				1790 J	500 J	1157 J	8607 J
Pesticides - ug/kg							
Beta-BHC	NC	NC	NC	U	U	U	U
Delta-BHC	NC	NC	NC	U	U	U	U
alpha-Chlordane	NC	NC	NC	U	U	U	U
4,4'-DDE	2,000	9,000	50,000	U	U	2.5	U
Endrin	17,000	310,000	50,000	U	U	U	U
4,4'-DDD	3,000	12,000	50,000	U	U	19	U
4,4'-DDT	2,000	9,000	500,000	U	U	U	U
Endrin ketone	NC	NC	NC	U	U	U	U
PCBs - ug/kg							
Aroclor-1248	NC	NC	NC	U	U	U	U
Aroclor-1254	NC	NC	NC	U	U	U	U
Aroclor-1260	NC	NC	NC	U	U	U	U
Total PCBs	490	2,000	50,000	U	U	U	U
Metals - mg/kg							
Aluminum	NC	NC	NC	3770	1750	3230	6250
Antimony	14	340	NC	U	U	U	U
Arsenic	20	20	NC	2	4	1.4	6.5
Barium	700	47,000	NC	33.6	29	16.1 B	149
Beryllium	2	2	NC	0.22 B	0.21 B	0.21 B	0.41 B
Cadmium	39	100	NC	U	U	U	U
Calcium	NC	NC	NC	8050	2360	2270	15100
Chromium	240	6100	NC	7.6	5.4	8.8	48.8
Cobalt	NC	NC	NC	3.2 B	4.1 B	3.3 B	6.5
Copper	600	600	NC	7	16	7.6	44.2
Iron	NC	NC	NC	8700	5040	7160	15700

PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
SUMMARY OF ALL DETECTIONS FOUND IN SOIL SAMPLES

Sample ID Laboratory ID Matrix Date	Residential Direct Contact Soil Cleanup	Non-Residential Direct Contact Soil Cleanup	Impact to Groundwater Soil Cleanup	SB-54 (1.5-2) O29093 Duplicate of SB-4 (1.5-2)	SB-4 (3.5-4) O29090 Soil 7/17/00	SB-5 (1.5-2) O29091 Soil 7/17/00	SB-5 (3.5-4) O29092 Soil 7/17/00
VOCs - ug/kg							
Methylene Chloride	49,000	210,000	1,000	U	U	U	U
2-Butanone	1,000,000	1,000,000	50,000	U	U	U	U
Chloroform	19,000	28,000	1,000	U	U	U	U
Toluene	1,000,000	1,000,000	500,000	U	U	U	U
Ethylbenzene	1,000,000	1,000,000	100,000	U	U	U	U
m/p-Xylenes	410,000*	1,000,000*	67,000*	U	U	U	U
o-Xylenes	410,000*	1,000,000*	67,000*	U	U	U	U
1,2,4-Trimethylbenzene	NC	NC	NC	U	U	U	U
Naphthalene	230,000	4,200,000	100,000	U	U	U	U
1,2,4-Trichlorobenzene	68,000	1,200,000	100,000	U	U	U	U
1,2,3-Trichlorobenzene	NC	NC	NC	U	U	U	U
VOC TICs				U	U	U	U
SVOCs - ug/kg							
Isophorone	1,100,000	10,000,000	50,000	U	U	U	U
Naphthalene	230,000	4,200,000	100,000	U	U	U	U
2-Methylnaphthalene	NC	NC	NC	U	U	U	U
Acenaphthylene	NC	NC	NC	U	U	U	U
Acenaphthene	3,400,000	10,000,000	100,000	U	U	U	U
Dibenzofuran	NC	NC	NC	U	U	U	U
Diethyl phthalate	10,000,000	10,000,000	50,000	U	U	U	U
Fluorene	2,300,000	10,000,000	100,000	U	U	U	U
Phenanthrene	NC	NC	NC	U	U	U	U
Anthracene	10,000,000	10,000,000	100,000	U	U	U	U
Di-n-butyl phthalate	NC	NC	NC	U	U	44 J	U
Fluoranthene	2,300,000	10,000,000	100,000	U	U	U	U
Pyrene	1,700,000	10,000,000	100,000	U	U	U	U
Butylbenzylphthalate	1,100,000	10,000,000	100,000	U	U	U	U
Benzo(a)anthracene	900	4,000	500,000	U	U	U	U
Chrysene	9,000	40,000	500,000	U	U	U	U
Bis(2-Ethylhexyl) phthalate	49,000	210,000	100,000	42 J	U	U	U
Benzo(b)fluoranthene	900	4,000	50,000	U	U	U	U

PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
SUMMARY OF ALL DETECTIONS FOUND IN SOIL SAMPLES

Sample ID	Residential Direct Contact Soil Cleanup	Non-Residential Direct Contact Soil Cleanup	Impact to Groundwater Soil Cleanup	SB-6(1-2) O29515 Soil 7/19/00	SB-6(3-3.5) O29514 Soil 7/19/00	SB-7(1-2) O29521 Soil 7/19/00	SB-7(2-2.5) O29522 Soil 7/19/00
VOCs - ug/kg							
Methylene Chloride	49,000	210,000	1,000	290 J	340 J	410 J	580 J
2-Butanone	1,000,000	1,000,000	50,000	U	U	U	U
Chloroform	19,000	28,000	1,000	U	U	U	U
Toluene	1,000,000	1,000,000	500,000	U	U	U	U
Ethylbenzene	1,000,000	1,000,000	100,000	U	U	U	U
m/p-Xylenes	410,000*	1,000,000*	67,000*	U	U	U	U
o-Xylenes	410,000*	1,000,000*	67,000*	U	U	U	U
1,2,4-Trimethylbenzene	NC	NC	NC	U	U	U	U
Naphthalene	230,000	4,200,000	100,000	U	U	U	U
1,2,4-Trichlorobenzene	68,000	1,200,000	100,000	U	U	U	U
1,2,3-Trichlorobenzene	NC	NC	NC	U	U	U	U
VOC TICs				U	U	U	1100 J
SVOCs - ug/kg							
Isophorone	1,100,000	10,000,000	50,000	U	U	U	U
Naphthalene	230,000	4,200,000	100,000	U	U	U	U
2-Methylnaphthalene	NC	NC	NC	U	U	U	U
Acenaphthylene	NC	NC	NC	U	U	U	U
Acenaphthene	3,400,000	10,000,000	100,000	U	U	U	U
Dibenzofuran	NC	NC	NC	U	U	U	U
Diethyl phthalate	10,000,000	10,000,000	50,000	U	U	U	U
Fluorene	2,300,000	10,000,000	100,000	U	U	U	U
Phenanthrene	NC	NC	NC	U	U	U	U
Anthracene	10,000,000	10,000,000	100,000	U	U	U	U
Di-n-butyl phthalate	NC	NC	NC	U	U	U	U
Fluoranthene	2,300,000	10,000,000	100,000	U	U	U	40 J
Pyrene	1,700,000	10,000,000	100,000	U	U	U	47 J
Butylbenzylphthalate	1,100,000	10,000,000	100,000	U	U	U	U
Benzo(a)anthracene	900	4,000	500,000	U	U	U	U
Chrysene	9,000	40,000	500,000	U	U	U	44 J
Bis(2-Ethylhexyl) phthalate	49,000	210,000	100,000	73 J	U	U	56 J
Benzo(b)fluoranthene	900	4,000	50,000	U	U	U	50 J

PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
SUMMARY OF ALL DETECTIONS FOUND IN SOIL SAMPLES

Sample ID Laboratory ID Matrix Date	Residential Direct Contact Soil Cleanup	Non-Residential Direct Contact Soil Cleanup	Impact to Groundwater Soil Cleanup	SB-54 (1.5-2) O29093 Duplicate of SB-4 (1.5-2)	SB-4 (3.5-4) O29090 Soil 7/17/00	SB-5 (1.5-2) O29091 Soil 7/17/00	SB-5 (3.5-4) O29092 Soil 7/17/00
Benzo(k)fluoranthene	900	4,000	500,000	U	U	U	U
Benzo(a)pyrene	660	660	100,000	U	U	U	U
Indeno(1,2,3-cd)pyrene	900	4,000	500,000	U	U	U	U
Dibenzo(a,h)anthracene	660	660	100,00	U	U	U	U
Benzo(g,h,i)perylene	NC	NC	NC	U	U	U	U
SVOC TICs				2010 J	1680 J	1676 J	1930 J
Pesticides - ug/kg							
Beta-BHC	NC	NC	NC	U	U	U	U
Delta-BHC	NC	NC	NC	U	U	U	U
alpha-Chlordane	NC	NC	NC	U	U	U	U
4,4'-DDE	2,000	9,000	50,000	U	U	U	U
Endrin	17,000	310,000	50,000	U	U	U	U
4,4'-DDD	3,000	12,000	50,000	U	U	U	U
4,4'-DDT	2,000	9,000	500,000	U	U	U	U
Endrin ketone	NC	NC	NC	U	U	U	U
PCBs - ug/kg							
Aroclor-1248	NC	NC	NC	U	U	U	U
Aroclor-1254	NC	NC	NC	U	U	U	U
Aroclor-1260	NC	NC	NC	U	U	U	U
Total PCBs	490	2,000	50,000	U	U	U	U
Metals - mg/kg							
Aluminum	NC	NC	NC	1770	2260	1810	1920
Antimony	14	340	NC	U	U	U	U
Arsenic	20	20	NC	0.78 B	0.46 B	0.76 B	0.41 B
Barium	700	47,000	NC	6 B	9.7 B	8.6 B	9.8 B
Beryllium	2	2	NC	0.18 B	0.17 B	0.14 B	0.16 B
Cadmium	39	100	NC	0.1 B	U	0.12 B	U
Calcium	NC	NC	NC	323 B	567 B	389 B	509 B
Chromium	240	6100	NC	10.6	7.1	6.5	6.8
Cobalt	NC	NC	NC	3 B	3.4 B	3 B	3 B
Copper	600	600	NC	4.6	5.7	5.3	5.8
Iron	NC	NC	NC	6840	5930	6370	5270

PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
SUMMARY OF ALL DETECTIONS FOUND IN SOIL SAMPLES

Sample ID Laboratory ID Matrix Date	Residential Direct Contact Soil Cleanup	Non-Residential Direct Contact Soil Cleanup	Impact to Groundwater Soil Cleanup	SB-03(1-1.5) O30079 Soil 7/25/00	SB-03(2-2.5) O30081 Soil 7/25/00	SB-03(3-3.5) O30080 Duplicate of SB-03(2-2.5)	SB-4 (1.5-2) O29089 Soil 7/17/00
Benzo(k)fluoranthene	900	4,000	500,000	U	U	U	U
Benzo(a)pyrene	660	660	100,000	U	U	U	U
Indeno(1,2,3-cd)pyrene	900	4,000	500,000	U	U	U	U
Dibenzo(a,h)anthracene	660	660	100,000	U	U	U	U
Benzo(g,h,i)perylene	NC	NC	NC	U	U	U	U
SVOC TICs				2010J	2455 J	3684 J	2648 J
Pesticides - ug/kg							
Beta-BHC	NC	NC	NC	U	U	U	U
Delta-BHC	NC	NC	NC	U	U	U	U
alpha-Chlordane	NC	NC	NC	U	U	U	U
4,4'-DDE	2,000	9,000	50,000	U	U	U	U
Endrin	17,000	310,000	50,000	U	U	U	U
4,4'-DDD	3,000	12,000	50,000	U	U	U	U
4,4'-DDT	2,000	9,000	500,000	U	U	U	1.3
Endrin ketone	NC	NC	NC	U	U	U	U
PCBs - ug/kg							
Aroclor-1248	NC	NC	NC	U	U	U	U
Aroclor-1254	NC	NC	NC	U	U	U	U
Aroclor-1260	NC	NC	NC	U	U	U	U
Total PCBs	490	2,000	50,000	U	U	U	U
Metals - mg/kg							
Aluminum	NC	NC	NC	2810	1950	1800	1830
Antimony	14	340	NC	U	U	U	U
Arsenic	20	20	NC	1.4	0.9 B	0.54 B	0.58 B
Barium	700	47,000	NC	8.5 B	6.5 B	6 B	6 B
Beryllium	2	2	NC	0.27 B	0.26 B	0.25 B	0.14 B
Cadmium	39	100	NC	0.09 B	U	U	0.13 B
Calcium	NC	NC	NC	445 B	364 B	272 B	316 B
Chromium	240	6100	NC	8.6	8.6	8	7.7
Cobalt	NC	NC	NC	4.1 B	3.1 B	2.9 B	2.8 B
Copper	600	600	NC	6.5	7.9	4.8	4.8
Iron	NC	NC	NC	8370	7320	6500	5470

TABLE E 3-1
PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
SUMMARY OF ALL DETECTIONS FOUND IN SOIL SAMPLES

Sample ID Laboratory ID Matrix Date	Residential Direct Contact Soil Cleanup	Non-Residential Direct Contact Soil Cleanup	Impact to Groundwater Soil Cleanup	SB-03(1-1.5) O30079 Soil 7/25/00	SB-03(2-2.5) O30081 Soil 7/25/00	SB-03(3-3.5) O30080 Duplicate of SB-03(2-2.5)	SB-4 (1.5-2) O29089 Soil 7/17/00
Lead	400	600	NC	3.4	3.1	3.3	5
Magnesium	NC	NC	NC	1340	946	855	893
Manganese	NC	NC	NC	58.4	41.6	38.0	37.4
Mercury	14	270	NC	0.04	0.04	0.04	U
Nickel	230	4,200	100	13.6	13.2	13.2	11.1
Potassium	NC	NC	NC	570	394 B	378 B	383 B
Silver	110	4,100	NC	0.26 B	U	0.19 B	2.13
Sodium	NC	NC	NC	105 B	270 B	295 B	367 B
Thallium	2	2	NC	U	U	U	U
Vanadium	370	7,100	NC	10.1	10.2	7.6	8.4
Zinc	1,500	1,500	NC	22.2	18.6	16	15.6
Other							
Total Petroleum Hydrocarbons (ppm)	NC	NC	NC	560	760	640	330
Total Recoverable Phenolics (ppm)	NC	NC	NC	U	U	U	U
Percent Solids (%)	NC	NC	NC	93.5	95.2	94	97.8

* - Total Xylenes
Shading - Exceedance of Standard
J - Estimated
U - Undetected
B - Concentration is less than contractual detection limit
but greater than instrument detection limit.

**PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
SUMMARY OF ALL DETECTIONS FOUND IN SOIL SAMPLES**

Sample ID Laboratory ID Matrix Date	Residential Direct Contact Soil Cleanup	Non-Residential Direct Contact Soil Cleanup	Impact to Groundwater Soil Cleanup	MW-14(1.5-2) O28801 Soil 7/14/00	MW-14(4.5-5) O28802 Soil 7/14/00	MW-15(1.5-2) O28796 Soil 7/14/00	MW-15(7.5-8) O28798 Soil 7/14/00
Benzo(k)fluoranthene	900	4,000	500,000	2600	U	U	U
Benzo(a)pyrene	660	660	100,000	2800	U	U	U
Indeno(1,2,3-cd)pyrene	900	4,000	500,000	510	U	U	U
Dibenzo(a,h)anthracene	660	660	100,000	590	U	U	U
Benzo(g,h,i)perylene	NC	NC	NC	950	U	U	U
SVOC TICs				15930 J	3030 J	2777 J	3100 J
Pesticides - ug/kg							
Beta-BHC	NC	NC	NC	U	U	U	U
Delta-BHC	NC	NC	NC	U	U	U	U
alpha-Chlordane	NC	NC	NC	14	U	U	U
4,4'-DDE	2,000	9,000	50,000	U	U	U	U
Endrin	17,000	310,000	50,000	35	U	U	U
4,4'-DDD	3,000	12,000	50,000	U	U	U	U
4,4'-DDT	2,000	9,000	500,000	U	U	U	U
Endrin ketone	NC	NC	NC	34	U	U	U
PCBs - ug/kg							
Aroclor-1248	NC	NC	NC	1800	U	U	U
Aroclor-1254	NC	NC	NC	1600	U	U	U
Aroclor-1260	NC	NC	NC	730	U	U	U
Total PCBs	490	2,000	50,000	4130	U	U	U
Metals - mg/kg							
Aluminum	NC	NC	NC	7800	976	1360	1770
Antimony	14	340	NC	29.4	U	U	0.45 B
Arsenic	20	20	NC	16.5	1.4	0.28 B	0.53 B
Barium	700	47,000	NC	376	3.2 B	7.5 B	5.6 B
Beryllium	2	2	NC	0.66	0.56	0.48 B	0.51
Cadmium	39	100	NC	20.2	U	U	U
Calcium	NC	NC	NC	18500	6870	566	289 B
Chromium	240	6100	NC	204	5.3	5.2	6.6
Cobalt	NC	NC	NC	21.1	1.6 B	2.7 B	2.4 B
Copper	600	600	NC	866	2.5 B	4.8	3.8
Iron	NC	NC	NC	96500	3700	4440	5500

TABLE 3-1
PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
SUMMARY OF ALL DETECTIONS FOUND IN SOIL SAMPLES

Sample ID Laboratory ID Matrix Date	Residential Direct Contact Soil Cleanup	Non-Residential Direct Contact Soil Cleanup	Impact to Groundwater Soil Cleanup	MW-14(1.5-2) O28801 Soil 7/14/00	MW-14(4.5-5) O28802 Soil 7/14/00	MW-15(1.5-2) O28796 Soil 7/14/00	MW-15(7.5-8) O28798 Soil 7/14/00
Lead	400	600	NC	2250	3.9	4.3	2.9
Magnesium	NC	NC	NC	5770	641	863	882
Manganese	NC	NC	NC	724.0	90.8	30.5	31.9
Mercury	14	270	NC	26.8	0.07	U	U
Nickel	230	4,200	100	141	4.5	9.2	8.8
Potassium	NC	NC	NC	786	258 B	270 B	321 B
Silver	110	4,100	NC	9	U	0.14 B	U
Sodium	NC	NC	NC	1100	532 B	473 B	425 B
Thallium	2	2	NC	U	U	U	U
Vanadium	370	7,100	NC	60.4	5.1 B	5.9	7.3
Zinc	1,500	1,500	NC	1360	14.6	15.9	15
Other							
Total Petroleum Hydrocarbons (ppm)	NC	NC	NC	16000	U	U	U
Total Recoverable Phenolics (ppm)	NC	NC	NC	1.9	U	U	U
Percent Solids (%)	NC	NC	NC	93.8	93.5	96.6	95.5

- * - Total Xylenes
- Shading - Exceedance of Standard
- J - Estimated
- U - Undetected
- B - Concentration is less than contractual detection limit but greater than instrument detection limit.

TABLE 3-1
PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
SUMMARY OF ALL DETECTIONS FOUND IN SOIL SAMPLES

Sample ID	Residential Direct Contact Soil Cleanup	Non-Residential Direct Contact Soil Cleanup	Impact to Groundwater Soil Cleanup	SB-01(1-1.5) O28407 Soil 7/13/00	SB-01(4-5) O28406 Soil 7/13/00	SB-02(1-2) O30052 Soil 7/24/00	SB-02(2.5-3) O30045 Soil 7/24/00
VOCs - ug/kg							
Methylene Chloride	49,000	210,000	1,000	450 J	480 J	730 J	430 J
2-Butanone	1,000,000	1,000,000	50,000	U	U	U	U
Chloroform	19,000	28,000	1,000	U	320 J	U	U
Toluene	1,000,000	1,000,000	500,000	U	U	U	U
Ethylbenzene	1,000,000	1,000,000	100,000	U	U	U	U
m/p-Xylenes	410,000*	1,000,000*	67,000*	U	U	U	U
o-Xylenes	410,000*	1,000,000*	67,000*	U	U	U	U
1,2,4-Trimethylbenzene	NC	NC	NC	U	U	U	U
Naphthalene	230,000	4,200,000	100,000	U	U	U	U
1,2,4-Trichlorobenzene	68,000	1,200,000	100,000	U	U	U	U
1,2,3-Trichlorobenzene	NC	NC	NC	U	U	U	U
VOC TICs				U	U	990 J	930 J
SVOCs - ug/kg							
Isophorone	1,100,000	10,000,000	50,000	U	U	U	U
Naphthalene	230,000	4,200,000	100,000	U	U	U	U
2-Methylnaphthalene	NC	NC	NC	U	U	U	U
Acenaphthylene	NC	NC	NC	U	U	U	U
Acenaphthene	3,400,000	10,000,000	100,000	U	U	U	U
Dibenzofuran	NC	NC	NC	U	U	U	U
Diethyl phthalate	10,000,000	10,000,000	50,000	48 J	U	U	U
Fluorene	2,300,000	10,000,000	100,000	U	U	U	U
Phenanthrene	NC	NC	NC	U	U	U	U
Anthracene	10,000,000	10,000,000	100,000	U	U	U	U
Di-n-butyl phthalate	NC	NC	NC	50 J	57 J	U	U
Fluoranthene	2,300,000	10,000,000	100,000	U	U	41 J	U
Pyrene	1,700,000	10,000,000	100,000	U	U	55 J	U
Butylbenzylphthalate	1,100,000	10,000,000	100,000	U	U	U	U
Benzo(a)anthracene	900	4,000	500,000	U	U	U	U
Chrysene	9,000	40,000	500,000	U	U	42 J	U
Bis(2-Ethylhexyl) phthalate	49,000	210,000	100,000	U	U	U	U
Benzo(b)fluoranthene	900	4,000	50,000	U	U	U	U

PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
SUMMARY OF ALL DETECTIONS FOUND IN SOIL SAMPLES

Sample ID	Residential Direct Contact Soil Cleanup	Non-Residential Direct Contact Soil Cleanup	Impact to Groundwater Soil Cleanup	SB-01(1-1.5) O28407 Soil 7/13/00	SB-01(4-5) O28406 Soil 7/13/00	SB-02(1-2) O30052 Soil 7/24/00	SB-02(2.5-3) O30045 Soil 7/24/00
Benzo(k)fluoranthene	900	4,000	500,000	U	U	U	U
Benzo(a)pyrene	660	660	100,000	U	U	U	U
Indeno(1,2,3-cd)pyrene	900	4,000	500,000	U	U	U	U
Dibenzo(a,h)anthracene	660	660	100,000	U	U	U	U
Benzo(g,h,i)perylene	NC	NC	NC	U	U	U	U
SVOC TICs				610 J	2320 J	525 J	2336 J
Pesticides - ug/kg							
Beta-BHC	NC	NC	NC	3	U	U	U
Delta-BHC	NC	NC	NC	U	3	U	U
alpha-Chlordane	NC	NC	NC	U	U	U	U
4,4'-DDE	2,000	9,000	50,000	U	U	U	U
Endrin	17,000	310,000	50,000	U	U	U	U
4,4'-DDD	3,000	12,000	50,000	U	U	U	U
4,4'-DDT	2,000	9,000	500,000	U	U	U	U
Endrin ketone	NC	NC	NC	U	U	U	U
PCBs - ug/kg							
Aroclor-1248	NC	NC	NC	U	U	U	U
Aroclor-1254	NC	NC	NC	U	U	U	U
Aroclor-1260	NC	NC	NC	U	U	U	U
Total PCBs	490	2,000	50,000	U	U	U	U
Metals - mg/kg							
Aluminum	NC	NC	NC	1690	2160	2700	2060
Antimony	14	340	NC	U	0.54 B	U	U
Arsenic	20	20	NC	1.3	1.3	2.4	0.79 B
Barium	700	47,000	NC	9.9 B	8.6 B	13.5 B	6.8 B
Beryllium	2	2	NC	0.7	0.26 B	0.27 B	0.29 B
Cadmium	39	100	NC	U	U	0.14 B	U
Calcium	NC	NC	NC	2070	1480	822	685
Chromium	240	6100	NC	6.4	9.5	10.6	10.2
Cobalt	NC	NC	NC	2.7 B	3.1 B	4.5 B	3.3 B
Copper	600	600	NC	4.7	5.2	9.1	6.2
Iron	NC	NC	NC	5560	8690	8720	7560

PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
SUMMARY OF ALL DETECTIONS FOUND IN SOIL SAMPLES

Sample ID Laboratory ID Matrix Date	Residential Direct Contact Soil Cleanup	Non-Residential Direct Contact Soil Cleanup	Impact to Groundwater Soil Cleanup	SB-01(1-1.5) O28407 Soil 7/13/00	SB-01(4-5) O28406 Soil 7/13/00	SB-02(1-2) O30052 Soil 7/24/00	SB-02(2.5-3) O30045 Soil 7/24/00
Lead	400	600	NC	5.4	5.1	6.6	3.6
Magnesium	NC	NC	NC	800	1060	1550	1150
Manganese	NC	NC	NC	58.0	58.0	65.0	46.9
Mercury	14	270	NC	U	U	0.06	0.04
Nickel	230	4,200	100	6.7	6.6	14.4	12.4
Potassium	NC	NC	NC	337	429	538	509
Silver	110	4,100	NC	U	U	0.18	0.16
Sodium	NC	NC	NC	246	369	20.1	282
Thallium	2	2	NC	U	U	U	U
Vanadium	370	7,100	NC	7.9	9.7	9.3	8
Zinc	1,500	1,500	NC	16.3	22.3	24.7	17.9
Other							
Total Petroleum Hydrocarbons (ppm)	NC	NC	NC	U	U	480	100
Total Recoverable Phenolics (ppm)	NC	NC	NC	0.95	U	U	U
Percent Solids (%)	NC	NC	NC	95.1	88.9	97.1	95.9

* - Total Xylenes

Shading - Exceedance of Standard

J - Estimated

U - Undetected

B - Concentration is less than contractual detection limit
but greater than instrument detection limit.

**PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
SUMMARY OF ALL DETECTIONS FOUND IN SOIL SAMPLES**

Sample ID Laboratory ID Matrix Date	Residential Direct Contact Soil Cleanup	Non-Residential Direct Contact Soil Cleanup	Impact to Groundwater Soil Cleanup	SB-03(1-1.5) O30079 Soil 7/25/2000	SB-03(2-2.5) O30081 Soil 7/25/2000	SB-03(3-3.5) O30080 Duplicate of SB-03(2-2.5)	SB-4 (1.5-2) O29089 Soil 7/17/2000
Indeno(1,2,3-cd)pyrene	900	4,000	500,000	U	U	U	U
Dibenzo(a,h)anthracene	660	660	100,000	U	U	U	U
Benzo(g,h,i)perylene	NC	NC	NC	U	U	U	U
SVOC TICs				2010 J	2455 J	3684 J	2648 J
Pesticides - ug/kg							
Beta-BHC	NC	NC	NC	U	U	U	U
Delta-BHC	NC	NC	NC	U	U	U	U
alpha-Chlordane	NC	NC	NC	U	U	U	U
4,4'-DDE	2,000	9,000	50,000	U	U	U	U
Endrin	17,000	310,000	50,000	U	U	U	U
4,4'-DDD	3,000	12,000	50,000	U	U	U	U
4,4'-DDT	2,000	9,000	500,000	U	U	U	1.3
Endrin ketone	NC	NC	NC	U	U	U	U
PCBs - ug/kg							
Aroclor-1248	NC	NC	NC	U	U	U	U
Aroclor-1254	NC	NC	NC	U	U	U	U
Aroclor-1260	NC	NC	NC	U	U	U	U
Total PCBs	490	2,000	50,000	U	U	U	U
Metals - mg/kg							
Aluminum	NC	NC	NC	2810	1950	1800	1830
Antimony	14	340	NC	U	U	U	U
Arsenic	20	20	NC	1.4	0.9 B	0.54 B	0.58 B
Barium	700	47,000	NC	8.5 B	6.5 B	6 B	6 B
Beryllium	2	2	NC	0.27 B	0.26 B	0.25 B	0.14 B
Cadmium	39	100	NC	0.09 B	U	U	0.13 B
Calcium	NC	NC	NC	445 B	364 B	272 B	316 B
Chromium	240	6100	NC	8.6	8.6	8	7.7
Cobalt	NC	NC	NC	4.1 B	3.1 B	2.9 B	2.8 B
Copper	600	600	NC	6.5	7.9	4.8	4.8
Iron	NC	NC	NC	8370	7320	6500	5470
Lead	400	600	NC	3.4	3.1	3.3	5
Magnesium	NC	NC	NC	1340	946	855	893
Manganese	NC	NC	NC	58.4	41.6	38.0	37.4
Mercury	14	270	NC	0.04	0.04	0.04	0.04

PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
SUMMARY OF ALL DETECTIONS FOUND IN SOIL SAMPLES

Sample ID	Residential Direct Contact Soil Cleanup	Non-Residential Direct Contact Soil Cleanup	Impact to Groundwater Soil Cleanup	MW-2(11-11.5) O29518 Soil 7/19/00	MW-3 (1.5-2) O29085 Soil 7/17/00	MW-3 (5-5.5) O29086 Soil 7/17/00	MW-04(0.75-1.25) O30041 Soil 7/24/00
VOCs - ug/kg							
Methylene Chloride	49,000	210,000	1,000	750 J	U	U	740 J
2-Butanone	1,000,000	1,000,000	50,000	U	2,400	U	U
Chloroform	19,000	28,000	1,000	U	U	U	U
Toluene	1,000,000	1,000,000	500,000	U	U	U	U
Ethylbenzene	1,000,000	1,000,000	100,000	U	U	U	U
m/p-Xylenes	410,000*	1,000,000*	67,000*	U	U	U	U
o-Xylenes	410,000*	1,000,000*	67,000*	U	U	U	U
1,2,4-Trimethylbenzene	NC	NC	NC	U	U	U	U
Naphthalene	230,000	4,200,000	100,000	U	U	U	U
1,2,4-Trichlorobenzene	68,000	1,200,000	100,000	U	U	U	U
1,2,3-Trichlorobenzene	NC	NC	NC	U	U	U	U
VOC TICs				20500 J	U	U	2450 J
SVOCs - ug/kg							
Isophorone	1,100,000	10,000,000	50,000	U	U	U	U
Naphthalene	230,000	4,200,000	100,000	U	U	U	U
2-Methylnaphthalene	NC	NC	NC	U	U	U	U
Acenaphthylene	NC	NC	NC	U	U	U	U
Acenaphthene	3,400,000	10,000,000	100,000	U	U	U	U
Dibenzofuran	NC	NC	NC	U	U	U	U
Diethyl Phthalate	10,000,000	10,000,000	50,000	U	U	U	U
Fluorene	2,300,000	10,000,000	100,000	U	U	U	U
Phenanthrene	NC	NC	NC	U	37 J	U	U
Anthracene	10,000,000	10,000,000	100,000	U	49 J	U	U
Di-n-butyl phthalate	NC	NC	NC	U	96 J	U	370
Fluoranthene	2,300,000	10,000,000	100,000	150 J	120 J	U	U
Pyrene	1,700,000	10,000,000	100,000	120 J	U	U	U
Butylbenzylphthalate	1,100,000	10,000,000	100,000	U	U	U	U
Benzo(a)anthracene	900	4,000	500,000	76 J	63 J	U	U
Chrysene	9,000	40,000	500,000	98 J	75 J	U	U
Bis(2-Ethylhexyl) phthalate	49,000	210,000	100,000	U	U	U	42 J
Benzo(b)fluoranthene	900	4,000	50,000	91 J	98 J	U	U

TABLE 3-1
PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
SUMMARY OF ALL DETECTIONS FOUND IN SOIL SAMPLES

Sample ID	Residential Direct Contact Soil Cleanup	Non-Residential Direct Contact Soil Cleanup	Impact to Groundwater Soil Cleanup	MW-04(2-2.5) O30051 Soil 7/24/00	MW-05(1-1.5) O30050 Soil 7/24/00	MW-05(3.5-4) O30046 Soil 7/24/00	MW-05(4.5-5) O30044 Soil 7/24/00
VOCs - ug/kg							
Methylene Chloride	49,000	210,000	1,000	700 J	660 J	590 J	780 J
2-Butanone	1,000,000	1,000,000	50,000	U	U	U	U
Chloroform	19,000	28,000	1,000	U	U	U	U
Toluene	1,000,000	1,000,000	500,000	U	U	U	U
Ethylbenzene	1,000,000	1,000,000	100,000	U	U	U	U
m/p-Xylenes	410,000*	1,000,000*	67,000*	U	U	U	U
o-Xylenes	410,000*	1,000,000*	67,000*	U	U	U	U
1,2,4-Trimethylbenzene	NC	NC	NC	U	U	U	U
Naphthalene	230,000	4,200,000	100,000	U	U	U	U
1,2,4-Trichlorobenzene	68,000	1,200,000	100,000	U	U	U	U
1,2,3-Trichlorobenzene	NC	NC	NC	U	U	U	U
VOC TICs				1000 J	1300 J	1200 J	1000 J
SVOCs - ug/kg							
Isophorone	1,100,000	10,000,000	50,000	U	U	U	U
Naphthalene	230,000	4,200,000	100,000	U	U	U	U
2-Methylnaphthalene	NC	NC	NC	U	U	U	U
Acenaphthylene	NC	NC	NC	U	U	U	U
Acenaphthene	3,400,000	10,000,000	100,000	U	U	U	U
Dibenzofuran	NC	NC	NC	U	U	U	U
Diethyl phthalate	10,000,000	10,000,000	50,000	U	U	U	U
Fluorene	2,300,000	10,000,000	100,000	U	U	U	U
Phenanthrene	NC	NC	NC	78 J	U	U	U
Anthracene	10,000,000	10,000,000	100,000	U	U	U	U
Di-n-butyl phthalate	NC	NC	NC	U	U	U	50 J
Fluoranthene	2,300,000	10,000,000	100,000	140 J	U	U	U
Pyrene	1,700,000	10,000,000	100,000	130 J	U	U	U
Butylbenzylphthalate	1,100,000	10,000,000	100,000	U	U	U	U
Benzo(a)anthracene	900	4,000	500,000	74 J	U	U	U
Chrysene	9,000	40,000	500,000	78 J	U	U	U
Bis(2-Ethylhexyl) phthalate	49,000	210,000	100,000	U	U	U	U
Benzo(b)fluoranthene	900	4,000	50,000	62 J	U	U	U

PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
SUMMARY OF ALL DETECTIONS FOUND IN SOIL SAMPLES

Sample ID Laboratory ID Matrix Date	Residential Direct Contact Soil Cleanup	Non-Residential Direct Contact Soil Cleanup	Impact to Groundwater Soil Cleanup	MW-04(2-2.5) O30051 Soil 7/24/00	MW-05(1-1.5) O30050 Soil 7/24/00	MW-05(3.5-4) O30046 Soil 7/24/00	MW-05(4.5-5) O30044 Soil 7/24/00
Benzo(k)fluoranthene	900	4,000	500,000	62 J	U	U	U
Benzo(a)pyrene	660	660	100,000	49 J	70 J	U	U
Indeno(1,2,3-cd)pyrene	900	4,000	500,000	U	U	U	U
Dibenzo(a,h)anthracene	660	660	100,000	U	U	U	U
Benzo(g,h,i)perylene	NC	NC	NC	U	U	U	U
SVOC TICs				1057 J	1908 J	837 J	1992 J
Pesticides - ug/kg							
Beta-BHC	NC	NC	NC	U	U	U	U
Delta-BHC	NC	NC	NC	U	U	U	U
alpha-Chlordane	NC	NC	NC	U	U	U	U
4,4'-DDE	2,000	9,000	50,000	U	U	U	U
Endrin	17,000	310,000	50,000	U	U	U	U
4,4'-DDD	3,000	12,000	50,000	U	U	U	U
4,4'-DDT	2,000	9,000	500,000	U	U	U	U
Endrin ketone	NC	NC	NC	U	U	U	U
PCBs - ug/kg							
Aroclor-1248	NC	NC	NC	U	U	U	U
Aroclor-1254	NC	NC	NC	U	U	U	U
Aroclor-1260	NC	NC	NC	U	U	U	U
Total PCBs	490	2,000	50,000	U	U	U	U
Metals - mg/kg							
Aluminum	NC	NC	NC	13700	2370	2050	2200
Antimony	14	340	NC	0.79 B	U	U	U
Arsenic	20	20	NC	3.3	0.91 B	0.63 B	2.1
Barium	700	47,000	NC	205	9.7 B	5.7 B	6.9 B
Beryllium	2	2	NC	1.2	0.28 B	0.26 B	0.3 B
Cadmium	39	100	NC	0.49 B	U	U	U
Calcium	NC	NC	NC	22700	633	504 B	643
Chromium	240	6100	NC	26.5	10.1	12.8	10.1
Cobalt	NC	NC	NC	15.6	4.1 B	3.7 B	5.4 B
Copper	600	600	NC	30.3	6.1	6	7.4
Iron	NC	NC	NC	33700	9620	7700	8120

PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
SUMMARY OF ALL DETECTIONS FOUND IN SOIL SAMPLES

Sample ID Laboratory ID Matrix Date	Residential Direct Contact Soil Cleanup	Non-Residential Direct Contact Soil Cleanup	Impact to Groundwater Soil Cleanup	MW-2(11-11.5) O29518 Soil 7/19/00	MW-3 (1.5-2) O29085 Soil 7/17/00	MW-3 (5-5.5) O29086 Soil 7/17/00	MW-04(0.75-1.25) O30041 Soil 7/24/00
Lead	400	600	NC	317	43.4	52	8.7
Magnesium	NC	NC	NC	5570	2290	5120	1820
Manganese	NC	NC	NC	425.0	101.0	365.0	52.7
Mercury	14	270	NC	5.0	0.16	0.11	0.07
Nickel	230	4,200	100	21.3	16.1	19.3	11.9
Potassium	NC	NC	NC	2330	1150	2350	412.5
Silver	110	4,100	NC	3	1.1	1.6	U
Sodium	NC	NC	NC	3560	493 B	738	318 B
Thallium	2	2	NC	2.1	U	U	U
Vanadium	370	7,100	NC	28	14.3	23.5	6.4
Zinc	1,500	1,500	NC	532	70.5	83.4	23.2
Other							
Total Petroleum Hydrocarbons (ppm)	NC	NC	NC	670	U	U	2500
Total Recoverable Phenolics (ppm)	NC	NC	NC	1.4	U	U	U
Percent Solids (%)	NC	NC	NC	56.4	93.4	86.2	95.9

* - Total Xylenes

Shading - Exceedance of Standard

J - Estimated

U - Undetected

B - Concentration is less than contractual detection limit
but greater than instrument detection limit.

**PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
SUMMARY OF ALL DETECTIONS FOUND IN SOIL SAMPLES**

Sample ID Laboratory ID Matrix Date	Residential Direct Contact Soil Cleanup	Non-Residential Direct Contact Soil Cleanup	Impact to Groundwater Soil Cleanup	MW-2(11-11.5) O29518 Soil 7/19/00	MW-3 (1.5-2) O29085 Soil 7/17/00	MW-3 (5-5.5) O29086 Soil 7/17/00	MW-04(0.75-1.25) O30041 Soil 7/24/00
Benzo(k)fluoranthene	900	4,000	500,000	69 J	U	U	U
Benzo(a)pyrene	660	660	100,000	74 J	67 J	U	U
Indeno(1,2,3-cd)pyrene	900	4,000	500,000	U	U	U	U
Dibenzo(a,h)anthracene	660	660	100,000	U	U	U	U
Benzo(g,h,i)perylene	NC	NC	NC	U	U	U	U
SVOC TICs				5000 J	2406 J	1540 J	155 J
Pesticides - ug/kg							
Beta-BHC	NC	NC	NC	U	U	U	U
Delta-BHC	NC	NC	NC	U	U	U	U
alpha-Chlordane	NC	NC	NC	U	U	U	U
4,4'-DDE	2,000	9,000	50,000	U	U	U	U
Endrin	17,000	310,000	50,000	U	U	U	U
4,4'-DDD	3,000	12,000	50,000	U	U	U	U
4,4'-DDT	2,000	9,000	500,000	U	U	U	U
Endrin ketone	NC	NC	NC	U	U	U	U
PCBs - ug/kg							
Aroclor-1248	NC	NC	NC	U	U	U	U
Aroclor-1254	NC	NC	NC	U	U	U	U
Aroclor-1260	NC	NC	NC	U	U	U	U
Total PCBs	490	2,000	50,000	U	U	U	U
Metals - mg/kg							
Aluminum	NC	NC	NC	7240	3910	7710	1720
Antimony	14	340	NC	1.9 B	0.81 B	0.74 B	U
Arsenic	20	20	NC	29.1	5.2	8.6	0.85 B
Barium	700	47,000	NC	672	53.7	146	10.1 B
Beryllium	2	2	NC	0.58 B	0.59	0.89	0.25 B
Cadmium	39	100	NC	0.92	1	9.72	U
Calcium	NC	NC	NC	16700	1660	12800	1930
Chromium	240	6100	NC	308	27.6	39.1	6.4
Cobalt	NC	NC	NC	8.2 B	5.6	8.4	3.2 B
Copper	600	600	NC	153	34.8	37	9.7
Iron	NC	NC	NC	23300	10800	17300	5760

T...E 3-1
PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
SUMMARY OF ALL DETECTIONS FOUND IN SOIL SAMPLES

Sample ID Laboratory ID Matrix Date	Residential Direct Contact Soil Cleanup	Non-Residential Direct Contact Soil Cleanup	Impact to Groundwater Soil Cleanup	MW-04(2-2.5) O30051 Soil 7/24/00	MW-05(1-1.5) O30050 Soil 7/24/00	MW-05(3.5-4) O30046 Soil 7/24/00	MW-05(4.5-5) O30044 Soil 7/24/00
Lead	400	600	NC	31.2	3.6	3.3	3.4
Magnesium	NC	NC	NC	11400	1200	1080	1200
Manganese	NC	NC	NC	772.0	63.5	45.8	39.3
Mercury	14	270	NC	0.07	0.23	0.04	0.29
Nickel	230	4,200	100	28.1	14.1	13.7	19.8
Potassium	NC	NC	NC	4440	522	501 B	410 B
Silver	110	4,100	NC	0.27 B		0.14 B	0.18 B
Sodium	NC	NC	NC	902	279 B	300 B	614
Thallium	2	2	NC	U	U	U	U
Vanadium	370	7,100	NC	32.1	11.5	9.7	6.3
Zinc	1,500	1,500	NC	83.2	18.3	16.3	19.8
Other							
Total Petroleum Hydrocarbons (ppm)	NC	NC	NC	90	90	120	57
Total Recoverable Phenolics (ppm)	NC	NC	NC	U	U	U	0.96
Percent Solids (%)	NC	NC	NC	81.9	96.9	96.3	83

* - Total Xylenes
Shading - Exceedance of Standard
J - Estimated
U - Undetected
B - Concentration is less than contractual detection limit
but greater than instrument detection limit.

PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
SUMMARY OF ALL DETECTIONS FOUND IN SOIL SAMPLES

Sample ID	Residential Direct Contact Soil Cleanup	Non-Residential Direct Contact Soil Cleanup	Impact to Groundwater Soil Cleanup	MW-6(1.5-2) O28789 Soil 7/14/00	MW-6(9.5-10) O28790 Soil 7/14/00	MW-07(1-1.5) O30043 Soil 7/24/00	MW-07(3.5-4) O30042 Soil 7/24/00
VOCs - ug/kg							
Methylene Chloride	49,000	210,000	1,000	360 J	350 J	U	U
2-Butanone	1,000,000	1,000,000	50,000	U	U	U	U
Chloroform	19,000	28,000	1,000	U	U	U	U
Toluene	1,000,000	1,000,000	500,000	U	U	U	U
Ethylbenzene	1,000,000	1,000,000	100,000	U	U	U	U
m/p-Xylenes	410,000*	1,000,000*	67,000*	U	U	U	U
o-Xylenes	410,000*	1,000,000*	67,000*	U	U	U	U
1,2,4-Trimethylbenzene	NC	NC	NC	U	U	U	U
Naphthalene	230,000	4,200,000	100,000	U	U	U	U
1,2,4-Trichlorobenzene	68,000	1,200,000	100,000	U	U	U	U
1,2,3-Trichlorobenzene	NC	NC	NC	U	U	U	U
VOC TICs				U	U	U	U
SVOCs - ug/kg							
Isophorone	1,100,000	10,000,000	50,000	U	U	U	U
Naphthalene	230,000	4,200,000	100,000	U	U	U	U
2-Methylnaphthalene	NC	NC	NC	U	U	U	U
Acenaphthylene	NC	NC	NC	U	U	U	U
Acenaphthene	3,400,000	10,000,000	100,000	U	U	U	U
Dibenzofuran	NC	NC	NC	U	U	U	U
Diethyl phthalate	10,000,000	10,000,000	50,000	U	U	U	U
Fluorene	2,300,000	10,000,000	100,000	U	U	U	U
Phenanthrene	NC	NC	NC	U	U	U	U
Anthracene	10,000,000	10,000,000	100,000	U	U	U	U
Di-n-butyl phthalate	NC	NC	NC	62 J	39 J	61 J	110 J
Fluoranthene	2,300,000	10,000,000	100,000	U	U	U	U
Pyrene	1,700,000	10,000,000	100,000	53 J	U	U	U
Butylbenzylphthalate	1,100,000	10,000,000	100,000	U	U	U	U
Benzo(a)anthracene	900	4,000	500,000	U	U	U	U
Chrysene	9,000	40,000	500,000	U	U	U	U
Bis(2-Ethylhexyl) phthalate	49,000	210,000	100,000	54 J	U	U	U
Benzo(b)fluoranthene	900	4,000	50,000	U	U	U	U

**TABLE 3-1
PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
SUMMARY OF ALL DETECTIONS FOUND IN SOIL SAMPLES**

Sample ID Laboratory ID Matrix Date	Residential Direct Contact Soil Cleanup	Non-Residential Direct Contact Soil Cleanup	Impact to Groundwater Soil Cleanup	MW-6(1.5-2) O28789 Soil 7/14/00	MW-6(9.5-10) O28790 Soil 7/14/00	MW-07(1-1.5) O30043 Soil 7/24/00	MW-07(3.5-4) O30042 Soil 7/24/00
Benzo(k)fluoranthene	900	4,000	500,000	U	U	U	U
Benzo(a)pyrene	660	660	100,000	U	U	U	U
Indeno(1,2,3-cd)pyrene	900	4,000	500,000	U	U	U	U
Dibenzo(a,h)anthracene	660	660	100,000	U	U	U	U
Benzo(g,h,i)perylene	NC	NC	NC	U	U	U	U
SVOC TICs				3900 J	2657 J	1894 J	2484 J
Pesticides - ug/kg							
Beta-BHC	NC	NC	NC	U	U	U	U
Delta-BHC	NC	NC	NC	U	U	U	U
alpha-Chlordane	NC	NC	NC	U	U	U	U
4,4'-DDE	2,000	9,000	50,000	U	U	U	U
Endrin	17,000	310,000	50,000	U	U	U	U
4,4'-DDD	3,000	12,000	50,000	U	U	U	U
4,4'-DDT	2,000	9,000	500,000	U	U	U	U
Endrin ketone	NC	NC	NC	U	U	U	U
PCBs - ug/kg							
Aroclor-1248	NC	NC	NC	U	U	U	U
Aroclor-1254	NC	NC	NC	U	U	U	U
Aroclor-1260	NC	NC	NC	U	U	U	U
Total PCBs	490	2,000	50,000	U	U	U	U
Metals - mg/kg							
Aluminum	NC	NC	NC	2490	2420	2290	1890
Antimony	14	340	NC	U	0.52 B	U	U
Arsenic	20	20	NC	1.4	1.1	1.5	0.55 B
Barium	700	47,000	NC	10.9 B	7.7 B	16.4 B	6.9 B
Beryllium	2	2	NC	0.52 B	0.51 B	0.27 B	0.28 B
Cadmium	39	100	NC	0.11 B	U	0.12 B	U
Calcium	NC	NC	NC	8450	347 B	573	569
Chromium	240	6100	NC	7.9	19.3	10.3	8.3
Cobalt	NC	NC	NC	4.2 B	5 B	3.5 B	3.1 B
Copper	600	600	NC	9.9	14	9.3	5.8
Iron	NC	NC	NC	8280	8240	7930	6720

PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
 SUMMARY OF ALL DETECTIONS FOUND IN SOIL SAMPLES

Sample ID Laboratory ID Matrix Date	Residential Direct Contact Soil Cleanup	Non-Residential Direct Contact Soil Cleanup	Impact to Groundwater Soil Cleanup	MW-6(1.5-2) O28789 Soil 7/14/00	MW-6(9.5-10) O28790 Soil 7/14/00	MW-07(1-1.5) O30043 Soil 7/24/00	MW-07(3.5-4) C30042 Soil 7/24/00
Lead	400	600	NC	6.1	3.9	8.3	3.2
Magnesium	NC	NC	NC	5840	1680	1150	906
Manganese	NC	NC	NC	73.8	48.0	58.2	42.3
Mercury	14	270	NC	0.0 B	U	0.1	U
Nickel	230	4,200	100	14.6	16.1	13	13.1
Potassium	NC	NC	NC	463 B	507 B	560	397 B
Silver	110	4,100	NC	0.17 B	0.23 B	0.28 B	U
Sodium	NC	NC	NC	122 B	757	873	383 B
Thallium	2	2	NC	U	U	U	U
Vanadium	370	7,100	NC	11.5	12.6	8.9	7.6
Zinc	1,500	1,500	NC	23.8	22.6	25.4	15.7
Other							
Total Petroleum Hydrocarbons (ppm)	NC	NC	NC	530	U	U	300
Total Recoverable Phenolics (ppm)	NC	NC	NC	U	U	U	U
Percent Solids (%)	NC	NC	NC	93.7	94	96.1	90

* - Total Xylenes
 Shading - Exceedance of Standard
 J - Estimated
 U - Undetected
 B - Concentration is less than contractual detection limit
 but greater than instrument detection limit.

TABLE 3-1
 PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
 SUMMARY OF ALL DETECTIONS FOUND IN SOIL SAMPLES

Sample ID Laboratory ID Matrix Date	Residential Direct Contact Soil Cleanup	Non-Residential Direct Contact Soil Cleanup	Impact to Groundwater Soil Cleanup	MW-09(1-2) O28408 Soil 7/13/00	MW-09(4-5) O28409 Soil 7/13/00	MW-10(1.5-2) O28797 Soil 7/14/00	MW-19(3.5-4) O28800 Soil 7/14/00
VOCs - ug/kg							
Methylene Chloride	49,000	210,000	1,000	300 J	570 J	700	620 J
2-Butanone	1,000,000	1,000,000	50,000	U	U	U	U
Chloroform	19,000	28,000	1,000	U	U	U	U
Toluene	1,000,000	1,000,000	500,000	U	U	U	U
Ethylbenzene	1,000,000	1,000,000	100,000	U	U	U	U
m/p-Xylenes	410,000*	1,000,000*	67,000*	U	U	U	U
o-Xylenes	410,000*	1,000,000*	67,000*	U	U	U	U
1,2,4-Trimethylbenzene	NC	NC	NC	U	U	U	U
Naphthalene	230,000	4,200,000	100,000	U	1,500	U	U
1,2,4-Trichlorobenzene	68,000	1,200,000	100,000	U	U	U	1,900
1,2,3-Trichlorobenzene	NC	NC	NC	U	870 J	U	1,500
VOC TICs				U	U	U	U
SVOCs - ug/kg							
Isophorone	1,100,000	10,000,000	50,000	U	U	U	U
Naphthalene	230,000	4,200,000	100,000	U	U	U	U
2-Methylnaphthalene	NC	NC	NC	U	U	U	U
Acenaphthylene	NC	NC	NC	U	U	U	U
Acenaphthene	3,400,000	10,000,000	100,000	U	U	U	U
Dibenzofuran	NC	NC	NC	U	U	U	U
Diethyl phthalate	10,000,000	10,000,000	50,000	U	U	U	U
Fluorene	2,300,000	10,000,000	100,000	U	U	U	U
Phenanthrene	NC	NC	NC	U	U	U	U
Anthracene	10,000,000	10,000,000	100,000	U	U	U	U
Di-n-butyl phthalate	NC	NC	NC	36 J	47 J	U	U
Fluoranthene	2,300,000	10,000,000	100,000	U	U	U	U
Pyrene	1,700,000	10,000,000	100,000	36 J	U	U	U
Butylbenzylphthalate	1,100,000	10,000,000	100,000	U	U	U	U
Benzo(a)anthracene	900	4,000	500,000	U	U	U	U
Chrysene	9,000	40,000	500,000	U	U	U	U
Bis(2-Ethylhexyl) phthalate	49,000	210,000	100,000	49 J	U	48 J	46 J
Benzo(b)fluoranthene	900	4,000	50,000	U	U	U	U

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PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
SUMMARY OF ALL DETECTIONS FOUND IN SOIL SAMPLES

Sample ID Laboratory ID Matrix Date	Residential Direct Contact Soil Cleanup	Non-Residential Direct Contact Soil Cleanup	Impact to Groundwater Soil Cleanup	MW-09(1-2) O28408 Soil 7/13/00	MW-09(4-5) O28409 Soil 7/13/00	MW-10(1.5-2) O28797 Soil 7/14/00	MW-10(3.5-4) O28809 Soil 7/14/00
Benzo(k)fluoranthene	900	4,000	500,000	51 J	U	U	U
Benzo(a)pyrene	660	660	100,000	U	U	U	U
Indeno(1,2,3-cd)pyrene	900	4,000	500,000	U	U	U	U
Dibenzo(a,h)anthracene	660	660	100,000	U	U	U	U
Benzo(g,h,i)perylene	NC	NC	NC	U	U	U	U
SVOC TICs				2450 J	3700 J	693 J	1590 J
Pesticides - ug/kg							
Beta-BHC	NC	NC	NC	3	U	U	U
Delta-BHC	NC	NC	NC	U	U	U	U
alpha-Chlordane	NC	NC	NC	U	U	U	U
4,4'-DDE	2,000	9,000	50,000	U	U	U	U
Endrin	17,000	310,000	50,000	U	U	U	U
4,4'-DDD	3,000	12,000	50,000	U	U	U	U
4,4'-DDT	2,000	9,000	500,000	U	U	U	U
Endrin ketone	NC	NC	NC	U	U	U	U
PCBs - ug/kg							
Aroclor-1248	NC	NC	NC	U	U	U	U
Aroclor-1254	NC	NC	NC	U	U	U	U
Aroclor-1260	NC	NC	NC	U	U	U	U
Total PCBs	490	2,000	50,000	U	U	U	U
Metals - mg/kg							
Aluminum	NC	NC	NC	1650	2460	1630	2080
Antimony	14	340	NC	U	U	U	0.57 B
Arsenic	20	20	NC	1.6	2.1	0.38 B	0.85 B
Barium	700	47,000	NC	8.1 B	7.5 B	8.2 B	10.3 B
Beryllium	2	2	NC	0.67	0.82	0.53	0.68
Cadmium	39	100	NC	U	U	U	U
Calcium	NC	NC	NC	11200	1860	320 B	1060
Chromium	240	6100	NC	5.8	8.1	3.9	6.2
Cobalt	NC	NC	NC	2.7 B	3.5 B	2.5 B	3.3 B
Copper	600	600	NC	5	5.6	3.7	4.3
Iron	NC	NC	NC	5390	8900	4580	5590

TABLE 3-1
PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
SUMMARY OF ALL DETECTIONS FOUND IN SOIL SAMPLES

Sample ID Laboratory ID Matrix Date	Residential Direct Contact Soil Cleanup	Non-Residential Direct Contact Soil Cleanup	Impact to Groundwater Soil Cleanup	MW-09(1-2) O28408 Soil 7/13/00	MW-09(4-5) O28409 Soil 7/13/00	MW-10(1.5-2) O28797 Soil 7/14/00	MW-10(3.5-4) O28800 Soil 7/14/00
Lead	400	600	NC	9	5.7	2.4	3.2
Magnesium	NC	NC	NC	953	1140	673	916
Manganese	NC	NC	NC	73.0	46.7	33.1	54.7
Mercury	14	270	NC	U	U	U	U
Nickel	230	4,200	100	9.5	7.1	4.5	6.1
Potassium	NC	NC	NC	375 B	556	276 B	393 B
Silver	110	4,100	NC	U	U	U	0.29 B
Sodium	NC	NC	NC	195 B	350 B	405 B	725
Thallium	2	2	NC	U	U	U	U
Vanadium	370	7,100	NC	6.5	11	5 B	6.8
Zinc	1,500	1,500	NC	22.3	23	16.9	19.2
Other							
Total Petroleum Hydrocarbons (ppm)	NC	NC	NC	U	U	U	U
Total Recoverable Phenolics (ppm)	NC	NC	NC	0.88	0.96	U	U
Percent Solids (%)	NC	NC	NC	97.1	88.1	97.1	90

- * - Total Xylenes
- Shading - Exceedance of Standard
- J - Estimated
- U - Undetected
- B - Concentration is less than contractual detection limit but greater than instrument detection limit.

PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
SUMMARY OF ALL DETECTIONS FOUND IN SOIL SAMPLES

Sample ID	Residential Direct Contact Soil Cleanup	Non-Residential Direct Contact Soil Cleanup	Impact to Groundwater Soil Cleanup	MW-11(2-3) O28799 Soil 7/14/00	MW-11(3-4) O28805 Soil 7/14/00	MW-13 (1.5-2) O29080 Soil 7/17/00	MW-13 (6.5-7) O29081 Soil 7/17/00
VOCs - ug/kg							
Methylene Chloride	49,000	210,000	1,000	590	570 J	U	U
2-Butanone	1,000,000	1,000,000	50,000	U	U	U	U
Chloroform	19,000	28,000	1,000	U	U	U	U
Toluene	1,000,000	1,000,000	500,000	U	U	U	U
Ethylbenzene	1,000,000	1,000,000	100,000	U	U	U	U
m/p-Xylenes	410,000*	1,000,000*	67,000*	U	U	U	U
o-Xylenes	410,000*	1,000,000*	67,000*	U	U	U	U
1,2,4-Trimethylbenzene	NC	NC	NC	U	U	U	U
Naphthalene	230,000	4,200,000	100,000	U	U	U	U
1,2,4-Trichlorobenzene	68,000	1,200,000	100,000	U	U	U	U
1,2,3-Trichlorobenzene	NC	NC	NC	U	U	U	U
VOC TICs							
SVOCs - ug/kg							
Isophorone	1,100,000	10,000,000	50,000	U	U	U	U
Naphthalene	230,000	4,200,000	100,000	U	U	U	U
2-Methylnaphthalene	NC	NC	NC	U	U	U	U
Acenaphthylene	NC	NC	NC	U	U	U	54 U
Acenaphthene	3,400,000	10,000,000	100,000	U	U	U	U
Dibenzofuran	NC	NC	NC	U	U	U	U
Diethyl phthalate	10,000,000	10,000,000	50,000	U	240 J	U	U
Fluorene	2,300,000	10,000,000	100,000	U	U	U	U
Phenanthrene	NC	NC	NC	U	U	U	U
Anthracene	10,000,000	10,000,000	100,000	U	U	U	U
Di-n-butyl phthalate	NC	NC	NC	U	U	U	U
Fluoranthene	2,300,000	10,000,000	100,000	U	U	U	99 J
Pyrene	1,700,000	10,000,000	100,000	U	U	U	U
Butylbenzylphthalate	1,100,000	10,000,000	100,000	39 J	U	U	U
Benzo(a)anthracene	900	4,000	500,000	U	U	U	98 J
Chrysene	9,000	40,000	500,000	U	U	U	120 J
Bis(2-Ethylhexyl) phthalate	49,000	210,000	100,000	220 J	140 J	37 J	81 J
Benzo(b)fluoranthene	900	4,000	50,000	U	U	U	U

**PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
SUMMARY OF ALL DETECTIONS FOUND IN SOIL SAMPLES**

Sample ID	Residential Direct Contact Soil Cleanup	Non-Residential Direct Contact Soil Cleanup	Impact to Groundwater Soil Cleanup	MW-11(2-3) O28799 Soil 7/14/00	MW-11(3-4) O28805 Soil 7/14/00	MW-13 (1.5-2) O29080 Soil 7/17/00	MW-13 (6.5-7) O29081 Soil 7/17/00
Benzo(k)fluoranthene	900	4,000	500,000	U	U	U	110 J
Benzo(a)pyrene	660	660	100,000	U	U	U	130 J
Indeno(1,2,3-cd)pyrene	900	4,000	500,000	U	U	U	U
Dibenzo(a,h)anthracene	660	660	100,000	U	U	U	U
Benzo(g,h,i)perylene	NC	NC	NC	U	U	U	48 J
SVOC TICs				1958 J	1625 J	637 J	3050 J
Pesticides - ug/kg							
Beta-BHC	NC	NC	NC	U	U	U	U
Delta-BHC	NC	NC	NC	U	U	U	U
alpha-Chlordane	NC	NC	NC	U	U	U	U
4,4'-DDE	2,000	9,000	50,000	U	U	U	1.2
Endrin	17,000	310,000	50,000	U	U	U	U
4,4'-DDD	3,000	12,000	50,000	U	U	U	4.6
4,4'-DDT	2,000	9,000	500,000	U	U	U	U
Endrin ketone	NC	NC	NC	U	U	U	U
PCBs - ug/kg							
Aroclor-1248	NC	NC	NC	U	U	U	U
Aroclor-1254	NC	NC	NC	U	U	U	U
Aroclor-1260	NC	NC	NC	U	U	U	U
Total PCBs	490	2,000	50,000	U	U	U	U
Metals - mg/kg							
Aluminum	NC	NC	NC	1690	1520	2200	9190
Antimony	14	340	NC	U	U	U	2.9 B
Arsenic	20	20	NC	0.48 B	0.39 B	1.4	40.1
Barium	700	47,000	NC	6.1 B	10.9 B	13.5 B	281
Beryllium	2	2	NC	0.55	0.67	0.39 B	0.88
Cadmium	39	100	NC	U	U	0.14 B	4.3
Calcium	NC	NC	NC	541	487 B	592	5300
Chromium	240	6100	NC	7.9	10.2	7.5	421
Cobalt	NC	NC	NC	3 B	2.9 B	3.1 B	8
Copper	600	600	NC	4.8	5.1	5.4	190
Iron	NC	NC	NC	5690	5060	6620	22600

PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
SUMMARY OF ALL DETECTIONS FOUND IN SOIL SAMPLES

Sample ID Laboratory ID Matrix Date	Residential Direct Contact Soil Cleanup	Non-Residential Direct Contact Soil Cleanup	Impact to Groundwater Soil Cleanup	MW-11(2-3) O28799 Soil 7/14/00	MW-11(3-4) O28805 Soil 7/14/00	MW-13 (1.5-2) O29080 Soil 7/17/00	MW-13 (6.5-7) O29081 Soil 7/17/00
Lead	400	600	NC	3.8	3.3	4	308
Magnesium	NC	NC	NC	1000	851	1280	5790
Manganese	NC	NC	NC	38.2	31.7	44.2	270.0
Mercury	14	270	NC	U		0.04	1.5
Nickel	230	4,200	100	11.8	12.7	13.2	24
Potassium	NC	NC	NC	358 B	300 B	440 B	2220
Silver	110	4,100	NC	U	U	0.55 B	6
Sodium	NC	NC	NC	313 B	485 B	378 B	985
Thallium	2	2	NC	U	U	U	U
Vanadium	370	7,100	NC	8.3	6.2	7.9	46.6
Zinc	1,500	1,500	NC	13.8	13.5	17.6	239
Other							
Total Petroleum Hydrocarbons (ppm)	NC	NC	NC	U	150	U	480
Total Recoverable Phenolics (ppm)	NC	NC	NC	U	U	U	U
Percent Solids (%)	NC	NC	NC	95.2	92.2	97.6	69.5

* - Total Xylenes

Shading - Exceedance of Standard

J - Estimated

U - Undetected

B - Concentration is less than contractual detection limit
but greater than instrument detection limit.

PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
SUMMARY OF ALL DETECTIONS FOUND IN SOIL SAMPLES

Sample ID	Residential Direct Contact Soil Cleanup	Non-Residential Direct Contact Soil Cleanup	Impact to Groundwater Soil Cleanup	MW-14(1.5-2) O28801 Soil 7/14/00	MW-14(4.5-5) O28802 Soil 7/14/00	MW-15(1.5-2) O28796 Soil 7/14/00	MW-15(7.5-8) O28798 Soil 7/14/00
VOCs - ug/kg							
Methylene Chloride	49,000	210,000	1,000	540 J	600	670 J	640
2-Butanone	1,000,000	1,000,000	50,000	U	U	U	U
Chloroform	19,000	28,000	1,000	U	U	U	U
Toluene	1,000,000	1,000,000	500,000	330 J	U	U	U
Ethylbenzene	1,000,000	1,000,000	100,000	170 J	U	U	U
m/p-Xylenes	410,000*	1,000,000*	67,000*	990	U	U	U
o-Xylenes	410,000*	1,000,000*	67,000*	590 J	U	U	U
1,2,4-Trimethylbenzene	NC	NC	NC	700	U	U	U
Naphthalene	230,000	4,200,000	100,000	16,000	U	U	U
1,2,4-Trichlorobenzene	68,000	1,200,000	100,000	U	U	U	U
1,2,3-Trichlorobenzene	NC	NC	NC	U	U	U	U
VOC TICs				U	U	U	U
SVOCs - ug/kg							
Isophorone	1,100,000	10,000,000	50,000	1000	U	U	U
Naphthalene	230,000	4,200,000	100,000	300 J	U	U	U
2-Methylnaphthalene	NC	NC	NC	140 J	U	U	U
Acenaphthylene	NC	NC	NC	U	U	U	U
Acenaphthene	3,400,000	10,000,000	100,000	890	U	U	U
Dibenzofuran	NC	NC	NC	390	U	U	U
Diethyl phthalate	10,000,000	10,000,000	50,000	U	U	U	170 J
Fluorene	2,300,000	10,000,000	100,000	840	U	U	U
Phenanthrene	NC	NC	NC	6000 D	U	U	U
Anthracene	10,000,000	10,000,000	100,000	1300	U	U	U
Di-n-butyl phthalate	NC	NC	NC	190 J	U	290 J	U
Fluoranthene	2,300,000	10,000,000	100,000	8200 D	U	U	U
Pyrene	1,700,000	10,000,000	100,000	6900 D	U	U	U
Butylbenzylphthalate	1,100,000	10,000,000	100,000	1600	U	U	U
Benzo(a)anthracene	900	4,000	500,000	3600 D	U	U	U
Chrysene	9,000	40,000	500,000	3800 D	U	U	U
Bis(2-Ethylhexyl) phthalate	49,000	210,000	100,000	2400 JD	87 J	U	U
Benzo(b)fluoranthene	900	4,000	50,000	2300 ID	U	U	U

TABLE 3-1
PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
SUMMARY OF ALL DETECTIONS FOUND IN SOIL SAMPLES

Sample ID Laboratory ID Matrix Date	Residential Direct Contact Soil Cleanup	Non-Residential Direct Contact Soil Cleanup	Impact to Groundwater Soil Cleanup	MW-1(1-2) O29519 Soil 7/19/00	MW-1(4-5) O29520 Soil 7/19/00	MW-2(1-2) O29516 Soil 7/19/00	MW-2(4-5) O29517 Soil 7/19/00
Benzo(k)fluoranthene	900	4,000	500,000	U	U	U	U
Benzo(a)pyrene	660	660	100,000	U	U	U	U
Indeno(1,2,3-cd)pyrene	900	4,000	500,000	U	U	U	U
Dibenzo(a,h)anthracene	660	660	100,000	U	U	U	U
Benzo(g,h,i)perylene	NC	NC	NC	U	U	U	U
SVOC TICs				640 J	1380 J	1400 J	4110 J
Pesticides - ug/kg							
Beta-BHC	NC	NC	NC	U	U	U	U
Delta-BHC	NC	NC	NC	U	U	U	U
alpha-Chlordane	NC	NC	NC	U	U	U	U
4,4'-DDE	2,000	9,000	50,000	U	U	U	U
Endrin	17,000	310,000	50,000	U	U	U	U
4,4'-DDD	3,000	12,000	50,000	U	U	U	U
4,4'-DDT	2,000	9,000	500,000	U	U	U	U
Endrin ketone	NC	NC	NC	U	U	U	U
PCBs - ug/kg							
Aroclor-1248	NC	NC	NC	U	U	U	U
Aroclor-1254	NC	NC	NC	U	U	U	U
Aroclor-1260	NC	NC	NC	U	U	U	U
Total PCBs	490	2,000	50,000	U	U	U	U
Metals - mg/kg							
Aluminum	NC	NC	NC	2150	4520	1980	6050
Antimony	14	340	NC	U	U	U	U
Arsenic	20	20	NC	0.74 B	4.6	0.54 B	6.9
Barium	700	47,000	NC	12.5 B	63.6	10.2 B	51.4
Beryllium	2	2	NC	0.14 B	0.63	0.16 B	0.2 B
Cadmium	39	100	NC	U	U	U	U
Calcium	NC	NC	NC	815	4630	709	1270
Chromium	240	6100	NC	3.2	9.7	5.9	18.3
Cobalt	NC	NC	NC	2.1 B	9.8	3.6 B	4.6 B
Copper	600	600	NC	2.8	22.1	5.4	19.4
Iron	NC	NC	NC	4300	27100	7250	13500

PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
 QUALITY ASSURANCE/QUALITY CONTROL FOR GROUNDWATER SAMPLES

Sample ID Lab ID Matrix Date	New Jersey Groundwater Quality Standards	FIELDBLANK O32902 Aqueous 8/21/00	FIELDBLANK O32974 Aqueous 8/22/00	FIELDBLANK O33036 Aqueous 8/23/00	FIELDBLANK O33140 Aqueous 8/24/00
VOCs					
Carbon Disulfide	NC	U	U	U	U
Chloroform	6	U	U	U	U
VOC TICs		105 J			14.8 J
SVOCs					
Phenol	4,000	U	U	U	1.6
Dimethylphthalate	10	U	U	U	U
Acenaphthene	400	U	U	U	U
Di-n-butylphthalate	NC	U	U	1.6	1.1
Bis(2-Ethylhexyl)phthalate	30	U	U	U	U
SVOC TICs		6.2 J	U	U	8.5 J
Pesticides					
Heptachlor	0.4	U	U	U	U
Dieldrin	0.03	U	U	U	U
4,4'-DDT	0.1	U	U	U	U
PCBs					
Total PCBs	0.5	U	U	U	U
Metals					
Silver	NC	U	U	1.0 B	3.1 B
Arsenic	8	U	U	4.4 B	4.8 B
Beryllium	20	U	U	U	U
Cadmium	4	U	U	0.52 B	0.54 B
Chromium	100	U	U	U	U
Copper	1,000	U	U	U	2.7 B
Thallium	10	5.7 B	U	U	U
Nickel	100	U	U	U	U
Lead	10	U	U	U	U
Antimony	20	U	U	U	U
Selenium	50	U	U	4.7 B	U
Zinc	5,000	U	U	U	U

PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
 QUALITY ASSURANCE/QUALITY CONTROL FOR GROUNDWATER SAMPLES

Sample ID	New Jersey Groundwater Quality Standards	FIELDBLANK O32902 Aqueous 8/21/00	FIELDBLANK O32974 Aqueous 8/22/00	FIELDBLANK O33036 Aqueous 8/23/00	FIELDBLANK O33140 Aqueous 8/24/00
Lab ID					
Matrix					
Date					
Other					
Chloride (mg/L)	250	U	U	2.0	U
Total Petroleum Hydrocarbons (mg/L)	NC	U	U	U	U
Total Dissolved Solids (mg/L)	500	U	U	U	U
Cyanide (mg/L)	0.2	U	U	U	U

U - Undetected

J - Estimated

B - Concentration is less than contractual detection limit but greater than instrument detection limit.

NC - No Criteria

NA - Not Analyzed; Trip Blanks are only analyzed for VOCs.

Results are in ug/L unless otherwise stated.

PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
 QUALITY ASSURANCE/QUALITY CONTROL FOR GROUNDWATER SAMPLES

Sample ID	New Jersey Groundwater Quality Standards	TRIPBLANK O32901 Aqueous 8/18/00	TRIPBLANK O32971 Aqueous 8/18/00	TRIPBLANK O33037 Aqueous 8/18/00	TRIPBLANK O33141 Aqueous 8/18/00
VOCs					
Carbon Disulfide	NC	U	U	U	U
Chloroform	6	U	U	U	U
VOC TICs		U	U	U	3.1 J
SVOCs					
Phenol	4,000	NA	NA	NA	NA
Dimethylphthalate	10	NA	NA	NA	NA
Acenaphthene	400	NA	NA	NA	NA
Di-n-burylphthalate	NC	NA	NA	NA	NA
Bis(2-Ethylhexyl)phthalate	30	NA	NA	NA	NA
SVOC TICs		NA	NA	NA	NA
Pesticides					
Heptachlor	0.4	NA	NA	NA	NA
Dieldrin	0.03	NA	NA	NA	NA
4,4'-DDT	0.1	NA	NA	NA	NA
PCBs					
Total PCBs	0.5	NA	NA	NA	NA
Metals					
Silver	NC	NA	NA	NA	NA
Arsenic	8	NA	NA	NA	NA
Beryllium	20	NA	NA	NA	NA
Cadmium	4	NA	NA	NA	NA
Chromium	100	NA	NA	NA	NA
Copper	1,000	NA	NA	NA	NA
Thallium	10	NA	NA	NA	NA
Nickel	100	NA	NA	NA	NA
Lead	10	NA	NA	NA	NA
Antimony	20	NA	NA	NA	NA
Selenium	50	NA	NA	NA	NA
Zinc	5,000	NA	NA	NA	NA

PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
 QUALITY ASSURANCE/QUALITY CONTROL FOR GROUNDWATER SAMPLES

Sample ID	New Jersey Groundwater Quality Standards	TRIPBLANK O32901 Aqueous 8/18/00	TRIPBLANK O32971 Aqueous 8/18/00	TRIPBLANK O33037 Aqueous 8/18/00	TRIPBLANK O33141 Aqueous 8/18/00
Lab ID					
Matrix					
Date					
Other					
Chloride (mg/L)	250	NA	NA	NA	NA
Total Petroleum Hydrocarbons (mg/L)	NC	NA	NA	NA	NA
Total Dissolved Solids (mg/L)	500	NA	NA	NA	NA
Cyanide (mg/L)	0.2	NA	NA	NA	NA

U - Undetected

J - Estimated

B - Concentration is less than contractual detection limit but greater than instrument detection limit.

NC - No Criteria

NA - Not Analyzed; Trip Blanks are only analyzed for VOCs. Results are in ug/L unless otherwise stated.

**TABLE 3-5
PORT NEWARK CONTAINER TERMINAL LLC
GROUNDWATER ELEVATIONS
AUGUST 2000**

WELL ID	TOTAL DEPTH OF WELL (ft-bgs)	TOP OF INNER CASING (ft-msl)	DEPTH TO WATER (ft-bgs)	WATER LEVEL ELEVATION (ft-msl)
MW-1	2.82		2.65	-2.65
MW-3	3.96		1.17	-1.17
MW-5	6.00		4.10	-4.10
MW-6	14.95		10.92	-10.92
MW-7	6.16		4.36	-4.36
MW-8A	5.76		4.79	-4.79
MW-9A	6.52		3.70	-3.70
MW-11	15.98		8.99	-8.99
MW-12	14.55		10.14	-10.14
MW-13	4.77		Dry	NK
MW-14	7.70		4.92	-4.92
MW-15	14.79		8.76	-8.76

bgs - BELOW GROUND SURFACE

msl - MEAN SEA LEVEL

ft - FEET

NK - NOT KNOWN

TABLE 3-6
PORT NEWARK CONTAINER TERMINAL LLC
DEPTH TO WATER, PURGE AND SAMPLE DATA, AND GROUNDWATER QUALITY PARAMETERS
AUGUST 2000

	WELL ID	TIC (ft-msl)	DTW (ft)	GWE (ft-msl)	TDW (ft)	DTS (ft)	VOL (gal)	TOT (gal)	pH Final	Conductivity Final (mW/cm)	Temperature Final (°C)	DO Final (mg/L)	Eh Final (mu)	Turbidity Final (NTU)
1	MW-1		2.65	-2.65	2.82	1.0	NS	NS	NS	NS	NS	NS	NS	NS
2	MW-3		1.17	-1.17	3.96	1.0	0.45	1	7.16	0.286	24.9	1.62	71	106
3	MW-5		4.10	-4.10	6.00	3.0	0.31	11	6.77	0.96	24.7	0.00	-166	103
4	MW-6		10.92	-10.92	14.95	5.0	0.66	4	7.16	1.83	19.9	5.15	91	2.4
5	MW-7		4.36	-4.36	6.16	2.0	0.29	6	7.24	37.3	26.3	0.00	-99	8.8
6	MW-8A		4.79	-4.79	5.76	2.0	0.16	8	6.64	0.295	25.1	0.00	-22	-0.8
7	MW-9A		3.70	-3.70	6.52	3.0	0.46	3.5	6.47	0.412	26.4	0.00	-126	21.2
8	MW-11		8.99	-8.99	15.98	6.0	1.14	6.5	7.22	0.215	19.7	0.35	-115	2.1
9	MW-12		10.14	-10.14	14.55	5.0	0.72	5.5	7.04	0.450	20.6	0.00	-71	4.1
10	MW-13		Dry	NK	4.77	2.0	NS	NS	NS	NS	NS	NS	NS	NS
11	MW-14		4.92	-4.92	7.70	1.0	0.45	10	7.34	0.273	23.5	5.44	-213	7.4
12	MW-15		8.76	-8.76	14.79	5.0	0.98	6	7.05	0.209	20.0	0.00	22	1.7

TIC - TOP OF INNER CASING

DTW - DEPTH TO WATER FROM TIC

GWE - GROUNDWATER ELEVATION

TDW - TOTAL DEPTH OF WELL FROM TIC

DTS - DEPTH TO TOP OF SCREENED INTERVAL FROM TIC

VOL - ONE VOLUME

TOT - TOTAL VOLUME PURGED

ft - FEET

msl - MEAN SEA LEVEL

gal - GALLONS

NS - Not Sampled due to lack of water.

NK - Not Known

**PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
SUMMARY OF ALL DETECTIONS FOUND IN SOIL SAMPLES**

Sample ID Laboratory ID Matrix Date	Residential Direct Contact Soil Cleanup	Non-Residential Direct Contact Soil Cleanup	Impact to Groundwater Soil Cleanup	SB-6(1-2) O29515 Soil 7/19/00	SB-6(3-3.5) O29514 Soil 7/19/00	SB-7(1-2) O29521 Soil 7/19/00	SB-7(2-2.5) O29522 Soil 7/19/00
Lead	400	600	NC	6.7	32.6	11.1	65.4
Magnesium	NC	NC	NC	4350	1130	1520	4750
Manganese	NC	NC	NC	82.7	83.9	126.0	383.0
Mercury	14	270	NC	0.08	0.12	U	0.48
Nickel	230	4,200	100	3.9 B	6.7	15.3	64.7
Potassium	NC	NC	NC	367 B	370 B	358 B	1700
Silver	110	4,100	NC	U	U	U	0.62 B
Sodium	NC	NC	NC	193 B	272 B	369 B	1180
Thallium	2	2	NC	U	U	U	0.99 B
Vanadium	370	7,100	NC	13.3	12.2	12.8	23.4
Zinc	1,500	1,500	NC	14.3	66.5	19.4	92.4
Other							
Total Petroleum Hydrocarbons (ppm)	NC	NC	NC	U	U	260	1200
Total Recoverable Phenolics (ppm)	NC	NC	NC	U	U	U	U
Percent Solids (%)	NC	NC	NC	93	86.2	92.4	87.2

* - Total Xylenes

Shading - Exceedance of Standard

J - Estimated

U - Undetected

B - Concentration is less than contractual detection limit
but greater than instrument detection limit.

PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
SUMMARY OF ALL DETECTIONS FOUND IN SOIL SAMPLES

Sample ID	Residential Direct Contact Soil Cleanup	Non-Residential Direct Contact Soil Cleanup	Impact to Groundwater Soil Cleanup	SB-8 (1.5-2) O29087 Soil 7/17/00	SB-8 (3.5-4) O29088 Soil 7/17/00	SB-10(1.5-2) O30083 Soil 7/25/00	SB-10(2-2.5) O30082 Soil 7/25/00
VOCs - ug/kg							
Methylene Chloride	49,000	210,000	1,000	U	U	U	U
2-Butanone	1,000,000	1,000,000	50,000	U	U	U	U
Chloroform	19,000	28,000	1,000	U	U	U	U
Toluene	1,000,000	1,000,000	500,000	U	U	U	U
Ethylbenzene	1,000,000	1,000,000	100,000	U	U	U	U
m/p-Xylenes	410,000*	1,000,000*	67,000*	U	U	U	U
o-Xylenes	410,000*	1,000,000*	67,000*	U	U	U	U
1,2,4-Trimethylbenzene	NC	NC	NC	U	U	U	U
Naphthalene	230,000	4,200,000	100,000	U	U	U	U
1,2,4-Trichlorobenzene	68,000	1,200,000	100,000	U	U	U	U
1,2,3-Trichlorobenzene	NC	NC	NC	U	U	U	U
VOC TICs				U	8230 J	U	U
SVOCs - ug/kg							
Isophorone	1,100,000	10,000,000	50,000	U	U	U	U
Naphthalene	230,000	4,200,000	100,000	U	U	U	U
2-Methylnaphthalene	NC	NC	NC	U	U	U	U
Acenaphthylene	NC	NC	NC	U	U	U	U
Acenaphthene	3,400,000	10,000,000	100,000	U	50 J	U	U
Dibenzofuran	NC	NC	NC	U	U	U	U
Diethyl phthalate	10,000,000	10,000,000	50,000	U	U	U	U
Fluorene	2,300,000	10,000,000	100,000	U	44 J	U	U
Phenanthrene	NC	NC	NC	U	350 J	U	U
Anthracene	10,000,000	10,000,000	100,000	U	89 J	U	U
Di-n-butyl phthalate	NC	NC	NC	U	U	45 J	U
Fluoranthene	2,300,000	10,000,000	100,000	U	340 J	U	U
Pyrene	1,700,000	10,000,000	100,000	U	370 J	U	U
Butylbenzylphthalate	1,100,000	10,000,000	100,000	U	U	U	U
Benzo(a)anthracene	900	4,000	500,000	U	170 J	U	U
Chrysene	9,000	40,000	500,000	U	190 J	U	U
Bis(2-Ethylhexyl) phthalate	49,000	210,000	100,000	37 J	48 J	U	U
Benzo(b)fluoranthene	900	4,000	50,000	U	160 J	U	U

PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
SUMMARY OF ALL DETECTIONS FOUND IN SOIL SAMPLES

Sample ID	Residential Direct Contact Soil Cleanup	Non-Residential Direct Contact Soil Cleanup	Impact to Groundwater Soil Cleanup	SB-8 (1.5-2) O29087 Soil 7/17/00	SB-8 (3.5-4) O29088 Soil 7/17/00	SB-10(1.5-2) O30083 Soil 7/25/00	SB-10(2-2.5) O30082 Soil 7/25/00
Benzo(k)fluoranthene	900	4,000	500,000	U	U	U	U
Benzo(a)pyrene	660	660	100,000	U	130 J	U	U
Indeno(1,2,3-cd)pyrene	900	4,000	500,000	U	56 J	U	U
Dibenzo(a,h)anthracene	660	660	100,000	U	U	U	U
Benzo(g,h,i)perylene	NC	NC	NC	U	69 J	U	U
SVOC TICs				1357 J	1756 J	2335 J	3185 J
Pesticides - ug/kg							
Beta-BHC	NC	NC	NC	U	U	U	U
Delta-BHC	NC	NC	NC	U	U	U	U
alpha-Chlordane	NC	NC	NC	U	U	U	U
4,4'-DDE	2,000	9,000	50,000	U	U	U	U
Endrin	17,000	310,000	50,000	U	U	U	U
4,4'-DDD	3,000	12,000	50,000	U	U	U	U
4,4'-DDT	2,000	9,000	500,000	U	U	U	U
Endrin ketone	NC	NC	NC	U	U	U	U
PCBs - ug/kg							
Aroclor-1248	NC	NC	NC	U	U	U	U
Aroclor-1254	NC	NC	NC	U	U	U	150
Aroclor-1260	NC	NC	NC	U	U	U	U
Total PCBs	490	2,000	50,000	U	U	U	150
Metals - mg/kg							
Aluminum	NC	NC	NC	2790	4360	2970	2790
Antimony	14	340	NC	U	U	U	0.56 B
Arsenic	20	20	NC	0.9 B	5.1	0.88 B	3.1
Barium	700	47,000	NC	5.8 B	84.2	11.7 B	10 B
Beryllium	2	2	NC	0.65	0.72	0.29 B	0.53 B
Cadmium	39	100	NC	0.21 B	1	0.08 U	0.26 B
Calcium	NC	NC	NC	1880	5480	603	526 B
Chromium	240	6100	NC	39.5	37.3	9.1	29.3
Cobalt	NC	NC	NC	7.5	5.9	4.3 B	7
Copper	600	600	NC	5.9	32.4	6.2	5.6
Iron	NC	NC	NC	12000	11100	8590	21200

TABLE 3-1
PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
SUMMARY OF ALL DETECTIONS FOUND IN SOIL SAMPLES

Sample ID Laboratory ID Matrix Date	Residential Direct Contact Soil Cleanup	Non-Residential Direct Contact Soil Cleanup	Impact to Groundwater Soil Cleanup	SB-8 (1.5-2) O29087 Soil 7/17/00	SB-8 (3.5-4) O29088 Soil 7/17/00	SB-10(1.5-2) O30083 Soil 7/25/00	SB-10(2-2.5) O30082 Soil 7/25/00
Lead	400	600	NC	4.2	38.4	3.8	4.4
Magnesium	NC	NC	NC	2320	3070	1540	956
Manganese	NC	NC	NC	58.4	167.0	58.0	71.7
Mercury	14	270	NC	0.09	0.13	0.04	0.05
Nickel	230	4,200	100	48.1	24.2	17.6	28.6
Potassium	NC	NC	NC	429 B	1160	729	516 B
Silver	110	4,100	NC	1 B	1.1 B	U	0.21 B
Sodium	NC	NC	NC	490 B	626	437 B	499 B
Thallium	2	2	NC	U	U	U	U
Vanadium	370	7,100	NC	11.8	17	9.9	27.7
Zinc	1,500	1,500	NC	25.5	86.4	21.2	32
Other							
Total Petroleum Hydrocarbons (ppm)	NC	NC	NC	U	U	270	1400
Total Recoverable Phenolics (ppm)	NC	NC	NC	U	U	U	U
Percent Solids (%)	NC	NC	NC	96.1	86.8	95.3	93

* - Total Xylenes
Shading - Exceedance of Standard
J - Estimated
U - Undetected
B - Concentration is less than contractual detection limit
but greater than instrument detection limit.

**PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
SUMMARY OF ALL DETECTIONS FOUND IN SOIL SAMPLES**

Sample ID Laboratory ID Matrix Date	Residential Direct Contact Soil Cleanup	Non-Residential Direct Contact Soil Cleanup	Impact to Groundwater Soil Cleanup	SB-11(1.5-2) O28792 Soil 7/14/00	SB-11(9-9.5) O28793 Soil 7/14/00	SB-12(0.5-2) O28414 Soil 7/13/00	SB-12(3-4) O28415 Soil 7/13/00
VOCs - ug/kg							
Methylene Chloride	49,000	210,000	1,000	U	620 J	480 J	550 J
2-Butanone	1,000,000	1,000,000	50,000	U	U	U	U
Chloroform	19,000	28,000	1,000	U	U	390 J	350 J
Toluene	1,000,000	1,000,000	500,000	U	U	U	U
Ethylbenzene	1,000,000	1,000,000	100,000	U	U	U	U
m/p-Xylenes	410,000*	1,000,000*	67,000*	U	U	U	U
o-Xylenes	410,000*	1,000,000*	67,000*	U	U	U	U
1,2,4-Trimethylbenzene	NC	NC	NC	U	U	U	U
Naphthalene	230,000	4,200,000	100,000	U	U	U	U
1,2,4-Trichlorobenzene	68,000	1,200,000	100,000	U	U	U	U
1,2,3-Trichlorobenzene	NC	NC	NC	U	U	U	U
VOC TICs				U	U	U	U
SVOCs - ug/kg							
Isophorone	1,100,000	10,000,000	50,000	U	U	U	U
Naphthalene	230,000	4,200,000	100,000	U	U	U	U
2-Methylnaphthalene	NC	NC	NC	U	U	U	U
Acenaphthylene	NC	NC	NC	U	U	U	U
Acenaphthene	3,400,000	10,000,000	100,000	U	U	U	U
Dibenzofuran	NC	NC	NC	U	U	U	U
Diethyl phthalate	10,000,000	10,000,000	50,000	U	U	U	U
Fluorene	2,300,000	10,000,000	100,000	U	U	U	U
Phenanthrene	NC	NC	NC	U	U	U	U
Anthracene	10,000,000	10,000,000	100,000	U	U	U	U
Di-n-butyl phthalate	NC	NC	NC	U	43 J	U	58 J
Fluoranthene	2,300,000	10,000,000	100,000	U	U	U	U
Pyrene	1,700,000	10,000,000	100,000	U	U	U	U
Butylbenzylphthalate	1,100,000	10,000,000	100,000	U	U	U	U
Benzo(a)anthracene	900	4,000	500,000	U	U	U	U
Chrysene	9,000	40,000	500,000	U	U	U	U
Bis(2-Ethylhexyl) phthalate	49,000	210,000	100,000	U	U	U	58 J
Benzo(b)fluoranthene	900	4,000	50,000	U	U	U	U

TABLE 3-1
PORT NEWARK CONTAINER TERMINAL, LLC/P AND O PORTS NORTH AMERICA
SUMMARY OF ALL DETECTIONS FOUND IN SOIL SAMPLES

Sample ID Laboratory ID Matrix Date	Residential Direct Contact Soil Cleanup	Non-Residential Direct Contact Soil Cleanup	Impact to Groundwater Soil Cleanup	SB-11(1.5-2) O28792 Soil 7/14/00	SB-11(9-9.5) O28793 Soil 7/14/00	SB-12(0.5-2) O28414 Soil 7/13/00	SB-12(3-4) O28415 Soil 7/13/00
Benzo(k)fluoranthene	900	4,000	500,000	U	U	U	U
Benzo(a)pyrene	660	660	100,000	U	U	U	U
Indeno(1,2,3-cd)pyrene	900	4,000	500,000	U	U	U	U
Dibenzo(a,h)anthracene	660	660	100,000	U	U	U	U
Benzo(g,h,i)perylene	NC	NC	NC	U	U	U	U
SVOC TICs				1734 J	3890 J	5850 J	1100 J
Pesticides - ug/kg							
Beta-BHC	NC	NC	NC	U	U	2	2
Delta-BHC	NC	NC	NC	U	U	U	U
alpha-Chlordane	NC	NC	NC	U	U	U	U
4,4'-DDE	2,000	9,000	50,000	U	U	U	U
Endrin	17,000	310,000	50,000	U	U	U	U
4,4'-DDD	3,000	12,000	50,000	U	U	U	U
4,4'-DDT	2,000	9,000	500,000	U	U	U	U
Endrin ketone	NC	NC	NC	U	U	U	U
PCBs - ug/kg							
Aroclor-1248	NC	NC	NC	U	U	U	U
Aroclor-1254	NC	NC	NC	U	U	U	U
Aroclor-1260	NC	NC	NC	U	U	U	U
Total PCBs	490	2,000	50,000	U	U	U	U
Metals - mg/kg							
Aluminum	NC	NC	NC	2270	1500	2050	2520
Antimony	14	340	NC	0.43 B	U	0.44 B	U
Arsenic	20	20	NC	0.99 B	0.51 B	0.75 B	0.81 B
Barium	700	47,000	NC	11.3 B	6.7 B	9.3 B	17.4 B
Beryllium	2	2	NC	0.49 B	0.5 B	0.21 B	0.3 B
Cadmium	39	100	NC	U	U	U	U
Calcium	NC	NC	NC	1880	301 B	472 B	519 B
Chromium	240	6100	NC	11.8	7.3	8	11.9
Cobalt	NC	NC	NC	3.6 B	2.8 B	3.8 B	3.8 B
Copper	600	600	NC	6.7	4	5.9	10.8
Iron	NC	NC	NC	10000	5050	7280	7390

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PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
SUMMARY OF ALL DETECTIONS FOUND IN SOIL SAMPLES

Sample ID Laboratory ID Matrix Date	Residential Direct Contact Soil Cleanup	Non-Residential Direct Contact Soil Cleanup	Impact to Groundwater Soil Cleanup	SB-11(1.5-2) O28792 Soil 7/14/00	SB-11(9.9.5) O28793 Soil 7/14/00	SB-12(0.5-2) O28414 Soil 7/13/00	SB-12(3-4) O28415 Soil 7/13/00
Lead	400	600	NC	5.7	2.7	4.9	5.3
Magnesium	NC	NC	NC	2100	729	1100	1210
Manganese	NC	NC	NC	63.8	29.2	43.2	39.7
Mercury	14	270	NC	U	U	U	U
Nickel	230	4,200	100	13.8	11	13.4	16.3
Potassium	NC	NC	NC	446 B	275 B	421 B	550
Silver	110	4,100	NC	0.28 B	0.17 B	U	U
Sodium	NC	NC	NC	624	471 B	245 B	226 B
Thallium	2	2	NC	U	U	U	U
Vanadium	370	7,100	NC	11.2	6.9	10	11
Zinc	1,500	1,500	NC	19.6	12.9	19.3	21.7
Other							
Total Petroleum Hydrocarbons (ppm)	NC	NC	NC	U	U	U	U
Total Recoverable Phenolics (ppm)	NC	NC	NC	0.78	U	0.77	U
Percent Solids (%)	NC	NC	NC	96.2	91.3	96.9	89.3

* - Total Xylenes
Shading - Exceedance of Standard
J - Estimated
U - Undetected
B - Concentration is less than contractual detection limit
but greater than instrument detection limit.

TABLE 3-1
PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
SUMMARY OF ALL DETECTIONS FOUND IN SOIL SAMPLES

Sample ID Laboratory ID Matrix Date	Residential Direct Contact Soil Cleanup	Non-Residential Direct Contact Soil Cleanup	Impact to Groundwater Soil Cleanup	SB-13(0.5-1.5) O28410 Soil 7/13/00	SB-13(10-11) O28411 Soil 7/13/00	SB-13A(1.5-2) O28803 Soil 7/14/00	SB-13A(8.5-9) O28804 Soil 7/14/00
VOCs - ug/kg							
Methylene Chloride	49,000	210,000	1,000	550 J	390 J	490 J	560 J
2-Butanone	1,000,000	1,000,000	50,000	U	U	U	U
Chloroform	19,000	28,000	1,000	U	U	U	U
Toluene	1,000,000	1,000,000	500,000	U	U	U	U
Ethylbenzene	1,000,000	1,000,000	100,000	U	U	U	U
m/p-Xylenes	410,000*	1,000,000*	67,000*	U	U	U	U
o-Xylenes	410,000*	1,000,000*	67,000*	U	U	U	U
1,2,4-Trimethylbenzene	NC	NC	NC	U	U	U	U
Naphthalene	230,000	4,200,000	100,000	U	U	U	U
1,2,4-Trichlorobenzene	68,000	1,200,000	100,000	U	U	U	U
1,2,3-Trichlorobenzene	NC	NC	NC	U	U	U	U
VOC TICs				U	U	U	U
SVOCs - ug/kg							
Isophorone	1,100,000	10,000,000	50,000	U	U	U	U
Naphthalene	230,000	4,200,000	100,000	U	U	U	U
2-Methylnaphthalene	NC	NC	NC	U	U	U	U
Acenaphthylene	NC	NC	NC	U	U	U	U
Acenaphthene	3,400,000	10,000,000	100,000	U	U	U	U
Dibenzofuran	NC	NC	NC	U	U	U	U
Diethyl phthalate	10,000,000	10,000,000	50,000	U	U	U	U
Fluorene	2,300,000	10,000,000	100,000	U	U	U	U
Phenanthrene	NC	NC	NC	U	U	U	U
Anthracene	10,000,000	10,000,000	100,000	U	U	U	U
Di-n-butyl phthalate	NC	NC	NC	70 J	52 J	U	U
Fluoranthene	2,300,000	10,000,000	100,000	U	U	U	U
Pyrene	1,700,000	10,000,000	100,000	U	U	U	U
Butylbenzylphthalate	1,100,000	10,000,000	100,000	U	U	U	U
Benzo(a)anthracene	900	4,000	500,000	U	U	U	U
Chrysene	9,000	40,000	500,000	U	U	U	U
Bis(2-Ethylhexyl) phthalate	49,000	210,000	100,000	160 J	44 J	53 J	U
Benzo(h)fluoranthene	900	4,000	50,000	U	U	U	U

PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
SUMMARY OF ALL DETECTIONS FOUND IN SOIL SAMPLES

Sample ID Laboratory ID Matrix Date	Residential Direct Contact Soil Cleanup	Non-Residential Direct Contact Soil Cleanup	Impact to Groundwater Soil Cleanup	SB-13(0.5-1.5) O28410 Soil 7/13/00	SB-13(10-11) O28411 Soil 7/13/00	SB-13A(1.5-2) O28803 Soil 7/14/00	SB-13A(8.5-9) O28804 Soil 7/14/00
Benzo(k)fluoranthene	900	4,000	500,000	U	U	U	U
Benzo(a)pyrene	660	660	100,000	U	U	U	U
Indeno(1,2,3-cd)pyrene	900	4,000	500,000	U	U	U	U
Dibenzo(a,h)anthracene	660	660	100,000	U	U	U	U
Benzo(g,h,i)perylene	NC	NC	NC	U	U	U	U
SVOC TICs				1270 J	2480 J	2220 J	2740 J
Pesticides - ug/kg							
Beta-BHC	NC	NC	NC	1	2	U	U
Delta-BHC	NC	NC	NC	U	U	U	U
alpha-Chlordane	NC	NC	NC	U	U	U	U
4,4'-DDE	2,000	9,000	50,000	U	U	U	U
Endrin	17,000	310,000	50,000	U	U	U	U
4,4'-DDD	3,000	12,000	50,000	U	U	U	U
4,4'-DDT	2,000	9,000	500,000	U	U	U	U
Endrin ketone	NC	NC	NC	U	U	U	U
PCBs - ug/kg							
Aroclor-1248	NC	NC	NC	U	U	U	U
Aroclor-1254	NC	NC	NC	U	U	U	U
Aroclor-1260	NC	NC	NC	U	U	U	U
Total PCBs	490	2,000	50,000	U	U	U	U
Metals - mg/kg							
Aluminum	NC	NC	NC	2000	2050	2190	1700
Antimony	14	340	NC	U	U	U	U
Arsenic	20	20	NC	1.2	0.89 B	0.88 B	0.69 B
Barium	700	47,000	NC	9.5 B	5.5 B	9.4 B	5.4 B
Beryllium	2	2	NC	0.75	0.82	0.66	0.65
Cadmium	39	100	NC	U	U	U	U
Calcium	NC	NC	NC	913	415 B	525	432 B
Chromium	240	6100	NC	9	9.6	8.1	9.6
Cobalt	NC	NC	NC	3.5 B	3.9 B	3.3 B	3.2 B
Copper	600	600	NC	5.4	3.7	4.3	4.2
Iron	NC	NC	NC	7290	6650	7450	6110

**PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
SUMMARY OF ALL DETECTIONS FOUND IN SOIL SAMPLES**

Sample ID Laboratory ID Matrix Date	Residential Direct Contact Soil Cleanup	Non-Residential Direct Contact Soil Cleanup	Impact to Groundwater Soil Cleanup	SB-13(0.5-1.5) O28410 Soil 7/13/00	SB-13(10-11) O28411 Soil 7/13/00	SB-13A(1.5-2) O28803 Soil 7/14/00	SB-13A(8.5-9) O28804 Soil 7/14/00
Lead	400	600	NC	5.4	3.9	4.4	4.1
Magnesium	NC	NC	NC	1360	1010	1180	916
Manganese	NC	NC	NC	42.7	41.0	47.7	34.4
Mercury	14	270	NC	U	U	0.02 B	U
Nickel	230	4,200	100	13.4	11.3	13	16.7
Potassium	NC	NC	NC	396 B	390 B	468 B	386 B
Silver	110	4,100	NC	U	U	U	0.2 B
Sodium	NC	NC	NC	498 B	260 B	340 B	437 B
Thallium	2	2	NC	U	U	U	U
Vanadium	370	7,100	NC	9.9	9.7	10.3	8.6
Zinc	1,500	1,500	NC	17.4	19	17.5	15.6
Other							
Total Petroleum Hydrocarbons (ppm)	NC	NC	NC	U	U	U	110
Total Recoverable Phenolics (ppm)	NC	NC	NC	U	U	U	U
Percent Solids (%)	NC	NC	NC	95.5	88	97.2	95.5

* - Total Xylenes

Shading - Exceedance of Standard

J - Estimated

U - Undetected

B - Concentration is less than contractual detection limit
but greater than instrument detection limit.

**TABLE 3-i
PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
SUMMARY OF ALL DETECTIONS FOUND IN SOIL SAMPLES**

Sample ID	Residential Direct Contact Soil Cleanup	Non-Residential Direct Contact Soil Cleanup	Impact to Groundwater Soil Cleanup	SB-14 (1.5-2) O29082 Soil 7/17/00	SB-14 (5.5-6) O29083 Soil 7/17/00	SB-44 (5.5-6) O29084 Duplicate of SB-14 (5.5-6)	SB-15 (1.5-2) O29077 Soil 7/17/00
VOCs - ug/kg							
Methylene Chloride	49,000	210,000	1,000	U	U	U	U
2-Butanone	1,000,000	1,000,000	50,000	3,100	U	2,800	U
Chloroform	19,000	28,000	1,000	U	U	U	U
Toluene	1,000,000	1,000,000	500,000	U	U	U	U
Ethylbenzene	1,000,000	1,000,000	100,000	U	U	U	U
m/p-Xylenes	410,000*	1,000,000*	67,000*	U	U	U	U
o-Xylenes	410,000*	1,000,000*	67,000*	U	U	U	U
1,2,4-Trimethylbenzene	NC	NC	NC	U	U	U	U
Naphthalene	230,000	4,200,000	100,000	U	U	U	U
1,2,4-Trichlorobenzene	68,000	1,200,000	100,000	U	U	U	U
1,2,3-Trichlorobenzene	NC	NC	NC	U	U	U	U
VOC TICs				U	U	U	750 J
SVOCs - ug/kg							
Isophorone	1,100,000	10,000,000	50,000	U	U	U	U
Naphthalene	230,000	4,200,000	100,000	U	U	U	U
2-Methylnaphthalene	NC	NC	NC	U	U	U	U
Acenaphthylene	NC	NC	NC	U	U	U	U
Acenaphthene	3,400,000	10,000,000	100,000	U	U	U	U
Dibenzofuran	NC	NC	NC	U	U	U	U
Diethyl phthalate	10,000,000	10,000,000	50,000	U	U	U	U
Fluorene	2,300,000	10,000,000	100,000	U	U	U	U
Phenanthrene	NC	NC	NC	U	U	U	U
Anthracene	10,000,000	10,000,000	100,000	U	U	U	U
Di-n-butyl phthalate	NC	NC	NC	U	U	U	U
Fluoranthene	2,300,000	10,000,000	100,000	U	U	U	U
Pyrene	1,700,000	10,000,000	100,000	U	U	U	U
Butylbenzylphthalate	1,100,000	10,000,000	100,000	U	U	U	U
Benzo(a)anthracene	900	4,000	500,000	U	U	U	U
Chrysene	9,000	40,000	500,000	U	U	U	U
Bis(2-Ethylhexyl) phthalate	49,000	210,000	100,000	39 J	46 J	50 J	61 J
Benzo(b)fluoranthene	900	4,000	50,000	U	U	U	U

PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
SUMMARY OF ALL DETECTIONS FOUND IN SOIL SAMPLES

Sample ID	Residential Direct Contact Soil Cleanup	Non-Residential Direct Contact Soil Cleanup	Impact to Groundwater Soil Cleanup	SB-14 (1.5-2) O29082 Soil 7/17/00	SB-14 (5.5-6) O29083 Soil 7/17/00	SB-44 (5.5-6) O29084 Duplicate of SB-14 (5.5-6)	SB-15 (1.5-2) O29077 Soil 7/17/00
Benzo(k)fluoranthene	900	4,000	500,000	U	U	U	U
Benzo(a)pyrene	660	660	100,000	U	U	U	U
Indeno(1,2,3-cd)pyrene	900	4,000	500,000	U	U	U	U
Dibenzo(a,h)anthracene	660	660	100,000	U	U	U	U
Benzo(g,h,i)perylene	NC	NC	NC	U	U	U	U
SVOC TICs				1819 J	1230 J	4538 J	1305 J
Pesticides - ug/kg							
Beta-BHC	NC	NC	NC	U	U	U	U
Delta-BHC	NC	NC	NC	U	U	U	U
alpha-Chlordane	NC	NC	NC	U	U	U	U
4,4'-DDE	2,000	9,000	50,000	U	U	U	U
Endrin	17,000	310,000	50,000	U	U	U	U
4,4'-DDD	3,000	12,000	50,000	U	U	U	U
4,4'-DDT	2,000	9,000	500,000	U	U	U	U
Endrin ketone	NC	NC	NC	U	U	U	U
PCBs - ug/kg							
Atroclor-1248	NC	NC	NC	U	U	U	U
Atroclor-1254	NC	NC	NC	U	U	U	U
Atroclor-1260	NC	NC	NC	U	U	U	U
Total PCBs	490	2,000	50,000	U	U	U	U
Metals - mg/kg							
Aluminum	NC	NC	NC	3200	2260	2090	869
Antimony	14	340	NC	U	U	U	U
Arsenic	20	20	NC	2.6	1.4	2	1.3
Barium	700	47,000	NC	20.8	8.8 B	8.5 B	8.1 B
Beryllium	2	2	NC	0.52	0.48 B	0.48 B	0.26 B
Cadmium	39	100	NC	0.45 B	0.13 B	U	0.25 B
Calcium	NC	NC	NC	1090	580	878	373 B
Chromium	240	6100	NC	13	6.6	5.7	5.3
Cobalt	NC	NC	NC	4.1 B	2.9 B	2.3 B	1.2 B
Copper	600	600	NC	11.9	7	5.3	5.5
Iron	NC	NC	NC	8560	6760	6310	2140

TABLE 3-1
PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
SUMMARY OF ALL DETECTIONS FOUND IN SOIL SAMPLES

Sample ID Laboratory ID Matrix Date	Residential Direct Contact Soil Cleanup	Non-Residential Direct Contact Soil Cleanup	Impact to Groundwater Soil Cleanup	SB-14 (1.5-2) O29082 Soil 7/17/00	SB-14 (5.5-6) O29083 Soil 7/17/00	SB-44 (5.5-6) O29084 Duplicate of SB-14 (5.5-6)	SB-15 (1.5-2) O29077 Soil 7/17/00
Lead	400	600	NC	10.6	5.4	3.6	4.6
Magnesium	NC	NC	NC	1450	1020	974	510 B
Manganese	NC	NC	NC	60.8	43.9	42.1	53.3
Mercury	14	270	NC	0.09	0.09	U	0.2
Nickel	230	4,200	100	9.5	5.7	5.7	3.5 B
Potassium	NC	NC	NC	576	457 B	440 B	221 B
Silver	110	4,100	NC	0.59 B	0.62 B	0.41 B	0.23 B
Sodium	NC	NC	NC	336 B	445 B	444 B	153 B
Thallium	2	2	NC	U	U	U	U
Vanadium	370	7,100	NC	12.1	8.7	8.4	3.5 B
Zinc	1,500	1,500	NC	32.6	21	19.8	16.2
Other							
Total Petroleum Hydrocarbons (ppm)	NC	NC	NC	U	U	U	U
Total Recoverable Phenolics (ppm)	NC	NC	NC	U	U	U	U
Percent Solids (%)	NC	NC	NC	96.4	91.1	90.3	94.9

* - Total Xylenes
Shading - Exceedance of Standard
J - Estimated
U - Undetected
B - Concentration is less than contractual detection limit
but greater than instrument detection limit.

TABLE 3-1
PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
SUMMARY OF ALL DETECTIONS FOUND IN SOIL SAMPLES

Sample ID	Residential Direct Contact Soil Cleanup	Non-Residential Direct Contact Soil Cleanup	Impact to Groundwater Soil Cleanup	SB-45 (1.5-2) O29079 Duplicate of SB-15(1.5-2)	SB-15 (5.5-6) O29078 Soil 7/17/00	SB-16(0.5-1) O28412 Soil 7/13/00	SB-16(8-9) O28413 Soil 7/13/00
VOCs - ug/kg							
Methylene Chloride	49,000	210,000	1,000	U	U	310 J	350 J
2-Butanone	1,000,000	1,000,000	50,000	U	U	U	U
Chloroform	19,000	28,000	1,000	U	U	U	U
Toluene	1,000,000	1,000,000	500,000	U	U	U	U
Ethylbenzene	1,000,000	1,000,000	100,000	U	U	U	U
m/p-Xylenes	410,000*	1,000,000*	67,000*	U	U	U	U
o-Xylenes	410,000*	1,000,000*	67,000*	U	U	U	U
1,2,4-Trimethylbenzene	NC	NC	NC	U	U	U	U
Naphthalene	230,000	4,200,000	100,000	U	U	U	U
1,2,4-Trichlorobenzene	68,000	1,200,000	100,000	U	U	U	U
1,2,3-Trichlorobenzene	NC	NC	NC	U	U	U	U
VOC TICs				U	U	U	U
SVOCs - ug/kg							
Isophorone	1,100,000	10,000,000	50,000	U	U	U	U
Naphthalene	230,000	4,200,000	100,000	U	U	U	U
2-Methylnaphthalene	NC	NC	NC	U	U	U	U
Acenaphthylene	NC	NC	NC	U	U	U	U
Acenaphthene	3,400,000	10,000,000	100,000	U	U	U	U
Dibenzofuran	NC	NC	NC	U	U	U	U
Diethyl phthalate	10,000,000	10,000,000	50,000	U	U	U	U
Fluorene	2,300,000	10,000,000	100,000	U	U	U	U
Phenanthrene	NC	NC	NC	U	U	U	U
Anthracene	10,000,000	10,000,000	100,000	U	U	U	U
Di-n-butyl phthalate	NC	NC	NC	U	U	59 J	42 J
Fluoranthene	2,300,000	10,000,000	100,000	U	U	U	U
Pyrene	1,700,000	10,000,000	100,000	U	U	U	U
Butylbenzylphthalate	1,100,000	10,000,000	100,000	U	U	U	U
Benzo(a)anthracene	900	4,000	500,000	U	U	U	U
Chrysene	9,000	40,000	500,000	U	U	U	U
Bis(2-Ethylhexyl) phthalate	49,000	210,000	100,000	58 J	100 J	160 J	110 J
Benzo(b)fluoranthene	900	4,000	50,000	U	U	U	U

PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
SUMMARY OF ALL DETECTIONS FOUND IN SOIL SAMPLES

Sample ID Laboratory ID Matrix Date	Residential Direct Contact Soil Cleanup	Non-Residential Direct Contact Soil Cleanup	Impact to Groundwater Soil Cleanup	SB-45 (1.5-2) O29079 Duplicate of SB-15(1.5-2)	SB-15 (5.5-6) O29078 Soil 7/17/00	SB-16(0.5-1) O28412 Soil 7/13/00	SB-16(8-9) O28413 Soil 7/13/00
Benzo(k)fluoranthene	900	4,000	500,000	U	U	U	U
Benzo(a)pyrene	660	660	100,000	U	U	U	U
Indeno(1,2,3-cd)pyrene	900	4,000	500,000	U	U	U	U
Dibenzo(a,h)anthracene	660	660	100,00	U	U	U	U
Benzo(g,h,i)perylene	NC	NC	NC	U	U	U	U
SVOC TICs				1517 J	2340 J	1030 J	730 J
Pesticides - ug/kg							
Beta-BHC	NC	NC	NC	U	U	U	U
Delta-BHC	NC	NC	NC	U	U	U	U
alpha-Chlordane	NC	NC	NC	U	U	U	U
4,4'-DDE	2,000	9,000	50,000	U	U	U	U
Endrin	17,000	310,000	50,000	U	U	U	U
4,4'-DDD	3,000	12,000	50,000	U	U	U	U
4,4'-DDT	2,000	9,000	500,000	U	U	U	U
Endrin ketone	NC	NC	NC	U	U	U	U
PCBs - ug/kg							
Aroclor-1248	NC	NC	NC	U	U	U	U
Aroclor-1254	NC	NC	NC	U	U	U	U
Aroclor-1260	NC	NC	NC	U	U	U	U
Total PCBs	490	2,000	50,000	U	U	U	U
Metals - mg/kg							
Aluminum	NC	NC	NC	1330	1180	2260	3160
Antimony	14	340	NC	1.3 B	U	U	U
Arsenic	20	20	NC	1.9	1.1 B	1 B	1.6
Barium	700	47,000	NC	11.2 B	4.4 B	8.4 B	8.4 B
Beryllium	2	2	NC	0.34 B	0.34 B	0.84	0.27 B
Cadmium	39	100	NC	0.41 B	U	U	U
Calcium	NC	NC	NC	335 B	485 B	776	543
Chromium	240	6100	NC	8.2	4.3	8.2	19.6
Cobalt	NC	NC	NC	1.8 B	1.3 B	4.1 B	4.4 B
Copper	600	600	NC	6.3	2.3 B	7.2	7
Iron	NC	NC	NC	3560	2540	7350	12500

**PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
SUMMARY OF ALL DETECTIONS FOUND IN SOIL SAMPLES**

Sample ID Laboratory ID Matrix Date	Residential Direct Contact Soil Cleanup	Non-Residential Direct Contact Soil Cleanup	Impact to Groundwater Soil Cleanup	SB-45 (1.5-2) O29079 Duplicate of SB-15(1.5-2)	SB-15 (5.5-6) O29078 Soil 7/17/00	SB-16(0.5-1) O28412 Soil 7/13/00	SB-16(8-9) O28413 Soil 7/13/00
Lead	400	600	NC	6.7	2.7	6.8	4.7
Magnesium	NC	NC	NC	689	676	1360	1420
Manganese	NC	NC	NC	72.9	37.5	52.9	65.9
Mercury	14	270	NC	U	U	U	U
Nickel	230	4,200	100	4.9	3.6 B	12.7	16.8
Potassium	NC	NC	NC	331 B	342 B	431 B	638
Silver	110	4,100	NC	0.36 B	U	U	U
Sodium	NC	NC	NC	96.5 B	U	416 B	235 B
Thallium	2	2	NC	U	U	U	U
Vanadium	370	7,100	NC	4.6 B	4 B	10	17.2
Zinc	1,500	1,500	NC	22.1	10.8	23.7	24
Other							
Total Petroleum Hydrocarbons (ppm)	NC	NC	NC	U	U	U	U
Total Recoverable Phenolics (ppm)	NC	NC	NC	U	U	0.96	0.79
Percent Solids (%)	NC	NC	NC	94.3	78.5	93.8	94.5

* - Total Xylenes

Shading - Exceedance of Standard

J - Estimated

U - Undetected

B - Concentration is less than contractual detection limit
but greater than instrument detection limit.

**FORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
SUMMARY OF ALL DETECTIONS FOUND IN SOIL SAMPLES**

Sample ID	Residential Direct Contact Soil Cleanup	Non-Residential Direct Contact Soil Cleanup	Impact to Groundwater Soil Cleanup	SB-17(1.5-2) O30048 Soil 7/24/00	SB-17(8-9) O30049 Soil 7/24/00
VOCs - ug/kg					
Methylene Chloride	49,000	210,000	1,000	560 J	570 J
2-Butanone	1,000,000	1,000,000	50,000	U	U
Chloroform	19,000	28,000	1,000	U	U
Toluene	1,000,000	1,000,000	500,000	U	U
Ethylbenzene	1,000,000	1,000,000	100,000	U	U
m/p-Xylenes	410,000*	1,000,000*	67,000*	U	U
o-Xylenes	410,000*	1,000,000*	67,000*	U	U
1,2,4-Trimethylbenzene	NC	NC	NC	U	U
Naphthalene	230,000	4,200,000	100,000	U	U
1,2,4-Trichlorobenzene	68,000	1,200,000	100,000	U	U
1,2,3-Trichlorobenzene	NC	NC	NC	U	U
VOC TICs				1000 J	1000 J
SVOCs - ug/kg					
Isophorone	1,100,000	10,000,000	50,000	U	U
Naphthalene	230,000	4,200,000	100,000	U	U
2-Methylnaphthalene	NC	NC	NC	U	U
Acenaphthylene	NC	NC	NC	U	U
Acenaphthene	3,400,000	10,000,000	100,000	U	U
Dibenzofuran	NC	NC	NC	U	U
Diethyl phthalate	10,000,000	10,000,000	50,000	U	U
Fluorene	2,300,000	10,000,000	100,000	U	U
Phenanthrene	NC	NC	NC	U	U
Anthracene	10,000,000	10,000,000	100,000	U	U
Di-n-butyl phthalate	NC	NC	NC	U	U
Fluoranthene	2,300,000	10,000,000	100,000	U	U
Pyrene	1,700,000	10,000,000	100,000	U	U
Butylbenzylphthalate	1,100,000	10,000,000	100,000	U	U
Benzo(a)anthracene	900	4,000	500,000	U	U
Chrysene	9,000	40,000	500,000	U	U
Bis(2-Ethylhexyl) phthalate	49,000	210,000	100,000	U	150 J
Benzo(b)fluoranthene	900	4,000	50,000	U	U

PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
SUMMARY OF ALL DETECTIONS FOUND IN SOIL SAMPLES

Sample ID	Residential Direct Contact Soil Cleanup	Non-Residential Direct Contact Soil Cleanup	Impact to Groundwater Soil Cleanup	SB-17(1.5-2) O30048 Soil 7/24/00	SB-17(8-9) O30049 Soil 7/24/00
Benzo(k)fluoranthene	900	4,000	500,000	U	U
Benzo(a)pyrene	660	660	100,000	U	U
Indeno(1,2,3-cd)pyrene	900	4,000	500,000	U	U
Dibenzo(a,h)anthracene	660	660	100,000	U	U
Benzo(g,h,i)perylene	NC	NC	NC	U	U
SVOC TICs				1414 J	260 J
Pesticides - ug/kg					
Beta-BHC	NC	NC	NC	U	U
Delta-BHC	NC	NC	NC	U	U
alpha-Chlordane	NC	NC	NC	U	U
4,4'-DDE	2,000	9,000	50,000	U	U
Endrin	17,000	310,000	50,000	U	U
4,4'-DDD	3,000	12,000	50,000	U	U
4,4'-DDT	2,000	9,000	500,000	U	U
Endrin ketone	NC	NC	NC	U	U
PCBs - ug/kg					
Aroclor-1248	NC	NC	NC	U	U
Aroclor-1254	NC	NC	NC	U	U
Aroclor-1260	NC	NC	NC	U	U
Total PCBs	490	2,000	50,000	U	U
Metals - mg/kg					
Aluminum	NC	NC	NC	2080	2440
Antimony	14	340	NC	U	U
Arsenic	20	20	NC	1.7	1.5
Barium	700	47,000	NC	8.2 B	10.9 B
Beryllium	2	2	NC	0.29 B	0.3 H
Cadmium	39	100	NC	U	U
Calcium	NC	NC	NC	4240	3740
Chromium	240	6100	NC	6.3	8
Cobalt	NC	NC	NC	3.3 B	3.7 B
Copper	600	600	NC	5.4	6.5
Iron	NC	NC	NC	7120	7370

**PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
SUMMARY OF ALL DETECTIONS FOUND IN SOIL SAMPLES**

Sample ID	Residential Direct Contact Soil Cleanup	Non-Residential Direct Contact Soil Cleanup	Impact to Groundwater Soil Cleanup	SB-17(1.5-2) O30048 Soil 7/24/00	SB-17(8-9) O30049 Soil 7/24/00
Lead	400	600	NC	3.5	3.6
Magnesium	NC	NC	NC	1400	2890
Manganese	NC	NC	NC	76.1	62.8
Mercury	14	270	NC	0.04	0.04 B
Nickel	230	4,200	100	10.1	11.4
Potassium	NC	NC	NC	470 B	564
Silver	110	4,100	NC	0.16 B	U
Sodium	NC	NC	NC	89.7 B	167 B
Thallium	2	2	NC	U	U
Vanadium	370	7,100	NC	7.7	9.7
Zinc	1,500	1,500	NC	19	18.2
Other					
Total Petroleum Hydrocarbons (ppm)	NC	NC	NC	110	50
Total Recoverable Phenolics (ppm)	NC	NC	NC	U	U
Percent Solids (%)	NC	NC	NC	97.5	89.1

* - Total Xylenes

Shading - Exceedance of Standard

J - Estimated

U - Undetected

B - Concentration is less than contractual detection limit
but greater than instrument detection limit.

PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
SUMMARY OF ALL DETECTIONS FOUND IN GROUNDWATER SAMPLES

Sample ID	New Jersey Groundwater Quality Standards	MW-3 O32972 Groundwater 8/22/2000	MW-5 O32899 Groundwater 8/21/2000	MW-6 O33035 Groundwater 8/23/2000	MW-7 O32969 Groundwater 8/22/2000	MW-77 O32970 Duplicate of MW-7	MW-8A O33040 Groundwater 8/23/2000
VOCs							
Carbon Disulfide	NC	U	U	U	U	U	U
Chloroform	6	U	U	U	U	2.2	U
VOC TICs		U	U	U	U	U	U
SVOCs							
Phenol	4,000	NA	U	U	U	U	U
Dimethylphthalate	10	NA	U	U	U	U	U
Acenaphthene	400	NA	U	U	U	U	U
Di-n-butylphthalate	NC	NA	U	3	U	1.4	2.2
Bis(2-Ethylhexyl)phthalate	30	NA	U	U	U	U	U
SVOC TICs		NA	15.7 J	U	U	U	U
Pesticides							
Heptachlor	0.4	NA	U	U	U	U	0.003
Dieldrin	0.03	NA	U	0.003	U	U	U
4,4'-DDT	0.1	NA	U	U	U	U	U
PCBs							
Total PCBs	0.5	NA	U	U	U	U	U
Metals							
Silver	NC	NA	U	U	U	U	U
Arsenic	8	NA	U	U	U	U	U
Beryllium	20	NA	U	U	U	U	U
Cadmium	4	NA	U	U	U	U	U
Chromium	100	NA	U	2.7 B	U	U	U
Copper	1,000	NA	U	U	U	U	U
Thallium	10	NA	U	U	U	U	U
Nickel	100	NA	U	U	U	U	U
Lead	10	NA	U	U	U	U	U
Antimony	20	NA	U	9.6 B	U	U	U
Selenium	50	NA	U	U	5.1	U	3.1 B
Zinc	5,000	NA	U	45.2	25.8	29.1	70.9

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PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
SUMMARY OF ALL DETECTIONS FOUND IN GROUNDWATER SAMPLES

Sample ID	New Jersey Groundwater Quality Standards	MW-3 O32972 Groundwater 8/22/00	MW-5 O32899 Groundwater 8/21/00	MW-6 O33035 Groundwater 8/23/00	MW-7 O32969 Groundwater 8/22/00	MW-77 O32970 Duplicate of MW-7	MW-8A O33040 Groundwater 8/23/00
Other							
Chloride (mg/L)	250	NA	2400	6700	36	36	480
Total Petroleum Hydrocarbons (mg/L)	NC	NA	2.7	2.5	2.4	2.3	1.6
Total Dissolved Solids (mg/L)	500	NA	4800	8700	160	160	1100
Cyanide (mg/L)	0.2	NA	U	U	0.066	0.058	U

NA - Not Analyzed due to not enough water.
 NC - No Criteria
 U - Undetected
 J - Estimated
 B - Concentration is less than contractual detection limit but greater than instrument detection limit.
 Results are in ug/L unless otherwise stated.

PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
 SUMMARY OF ALL DETECTIONS FOUND IN GROUNDWATER SAMPLES

Sample ID	New Jersey Groundwater Quality Standards	MW-9A O32973 Groundwater 8/22/00	MW-11 O32900 Groundwater 8/21/00	MW-12 O33038 Groundwater 8/23/00	MW-14 O33139 Groundwater 8/24/00	MW-15 O33039 Groundwater 8/23/00
VOCs						
Carbon Disulfide	NC	12	U	U	28	U
Chloroform	6	U	U	U	U	U
VOC TICs						
					11.8 J	U
SVOCs						
Phenol	4,000	1.8	U	U	U	U
Dimethylphthalate	10	U	U	U	4.6	U
Acenaphthene	400	U	1.8	U	U	U
Di-n-butylphthalate	NC	2.6	U	2.6	U	2.2
Bis(2-Ethylhexyl)phthalate	30	1.1	U	U	U	U
SVOC TICs		8.2 J	7 J	U	471 J	5.9 J
Pesticides						
Heptachlor	0.4	U	U	U	U	U
Dieldrin	0.03	U	U	U	U	U
4,4'-DDT	0.1	0.1	U	U	U	U
PCBs						
Total PCBs	0.5	U	U	U	U	U
Metals						
Silver	NC	U	U	7.6 B	0.92 B	1.3 B
Arsenic	8	6.1 B	U	12.9	13.0	3.9 B
Beryllium	20	U	U	0.11 B	U	U
Cadmium	4	U	U	1.5 B	1.0 B	U
Chromium	100	4.1 B	U	6.9 B	16.5	U
Copper	1,000	U	U	2.6 B	14.4 B	U
Thallium	10	U	U	13.0	U	U
Nickel	100	U	U	16.6 B	11.4 B	2.9 B
Lead	10	3.0 B	U	2.7 B	29.6	5.1 B
Antimony	20	U	U	24.6 B	U	2.8 B
Selenium	50	U	U	U	U	U
Zinc	5,000	30.0	U	56.3	106	2.3 B
						39.4

**PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
SUMMARY OF ALL DETECTIONS FOUND IN GROUNDWATER SAMPLES**

Sample ID	New Jersey Groundwater Quality Standards	MW-9A O32973 Groundwater 8/22/00	MW-11 O32900 Groundwater 8/21/00	MW-12 O33038 Groundwater 8/23/00	MW-14 O33139 Groundwater 8/24/00	MW-15 O33039 Groundwater 8/23/00
Chloride (mg/L)	250	920	410	1300	500	340
Total Petroleum Hydrocarbons (mg/L)	NC	2.6	2.2	3.2	1.3	3.5
Total Dissolved Solids (mg/L)	500	1500	940	1800	1200	930
Cyanide (mg/L)	0.2	U	U	U	U	U

NA - Not Analyzed due to not enough water.

NC - No Criteria

U - Undetected

J - Estimated

B - Concentration is less than contractual detection limit but greater than instrument detection limit.

Results are in ug/L unless otherwise stated.

Table 3-5
PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
QUALITY ASSURANCE/QUALITY CONTROL FOR SOIL SAMPLES

Sample ID Laboratory ID Matrix Date	Residential Direct Contact Soil Cleanup	Non-Residential Direct Contact Soil Cleanup	Impact to Groundwater Soil Cleanup	FieldBlank O28417 Water 7/13/00	Field Blank O28794 Water 7/14/00	FB-71700 O29095 Water 7/17/00	FIELDBLANK O29523 Water 7/19/00
VOCs - ug/L							
Methylene Chloride	49,000	210,000	1,000	U	U	U	2.4 J
2-Butanone	1,000,000	1,000,000	50,000	U	U	U	U
Chloroform	19,000	28,000	1,000	U	U	U	U
Toluene	1,000,000	1,000,000	500,000	U	U	U	U
Ethylbenzene	1,000,000	1,000,000	100,000	U	U	U	U
m/p-Xylenes	410,000*	1,000,000*	67,000*	U	U	U	U
o-Xylenes	410,000*	1,000,000*	67,000*	U	U	U	U
1,2,4-Trimethylbenzene	NC	NC	NC	U	U	U	U
Naphthalene	230,000	4,200,000	100,000	U	U	U	U
1,2,4-Trichlorobenzene	68,000	1,200,000	100,000	U	U	U	U
1,2,3-Trichlorobenzene	NC	NC	NC	U	U	U	U
VOC TICs				0	0	0	0

* - Total Xylenes
U - Undetect
J - Estimated
NC - No Criteria

Table 3-c
PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
QUALITY ASSURANCE/QUALITY CONTROL FOR SOIL SAMPLES

Sample ID Laboratory ID Matrix Date	Residential Direct Contact Soil Cleanup	Non-Residential Direct Contact Soil Cleanup	Impact to Groundwater Soil Cleanup	FB-07-24-00 O30040 Water 7/24/00	Field Blank O30078 Water 7/25/00	1B-07-13-00 O28416 Methanol 7/13/00	1B071400 O28795 Methanol 7/14/00
VOCs - ug/L							
Methylene Chloride	49,000	210,000	1,000	U	U	360 J	690
2-Butanone	1,000,000	1,000,000	50,000	U	U	U	U
Chloroform	19,000	28,000	1,000	U	U	290 J	U
Toluene	1,000,000	1,000,000	500,000	U	U	U	U
Ethylbenzene	1,000,000	1,000,000	100,000	U	U	U	U
m/p-Xylenes	410,000*	1,000,000*	67,000*	U	U	U	U
o-Xylenes	410,000*	1,000,000*	67,000*	U	U	U	U
1,2,4-Trimethylbenzene	NC	NC	NC	U	U	U	U
Naphthalene	230,000	4,200,000	100,000	U	U	U	U
1,2,4-Trichlorobenzene	68,000	1,200,000	100,000	U	U	U	U
1,2,3-Trichlorobenzene	NC	NC	NC	U	U	U	U
VOC TICs				0	0	0	0

* - Total Xylenes
U - Undetect
J - Estimated
NC - No Criteria

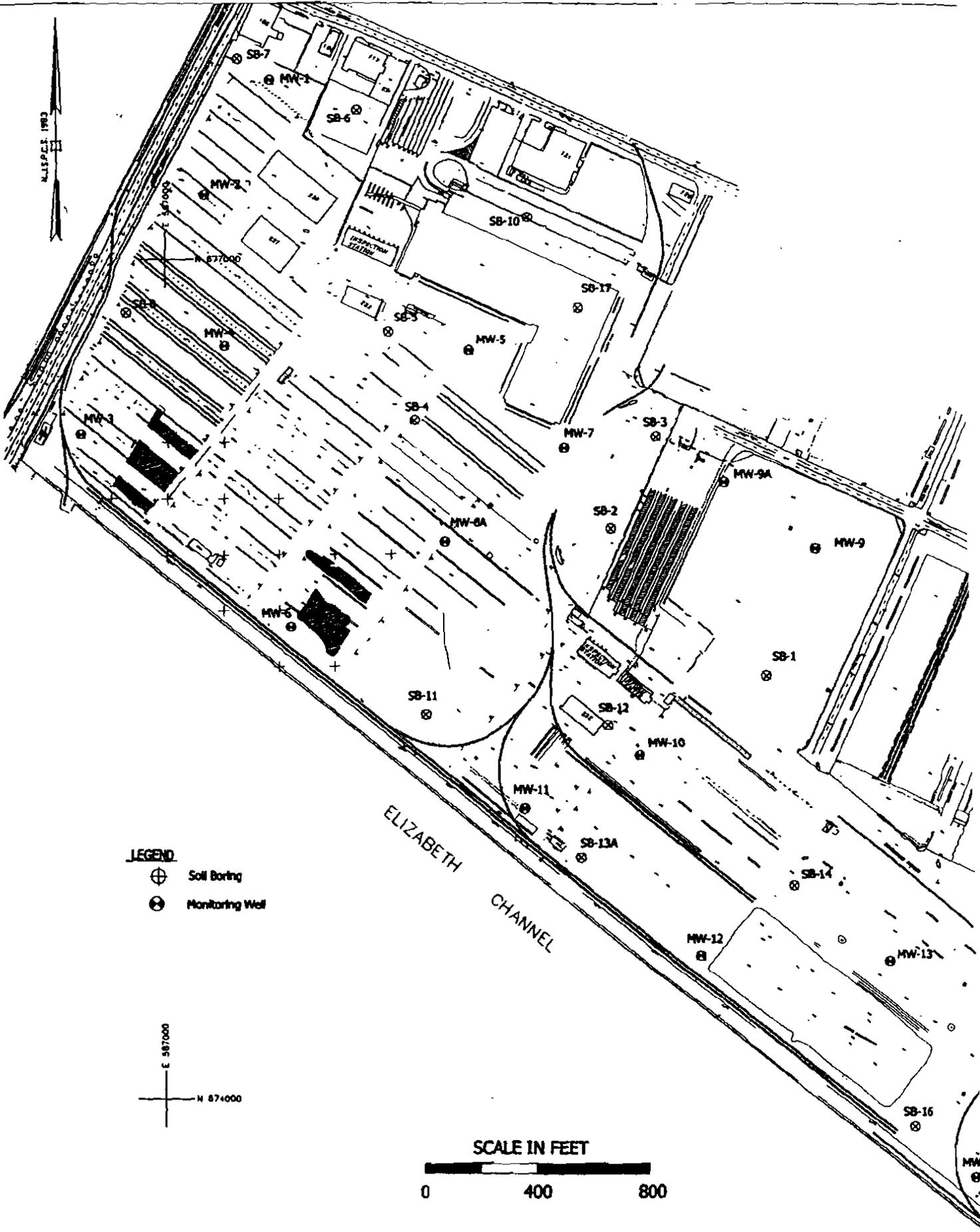
TABLE 3-2
**PORT NEWARK CONTAINER TERMINAL LLC/P AND O PORTS NORTH AMERICA
 QUALITY ASSURANCE/QUALITY CONTROL FOR SOIL SAMPLES**

Sample ID Laboratory ID Matrix Date	Residential Direct Contact Soil Cleanup	Non-Residential Direct Contact Soil Cleanup	Impact to Groundwater Soil Cleanup	TB-71700 O29094 Methanol 7/17/00	TRIPBLANK O29513 Methanol 7/19/00	TB-07-24-00 O30047 Methanol 7/24/00	TB-07-25-00 O30077 Methanol 7/25/00
VOCs - ug/L							
Methylene Chloride	49,000	210,000	1,000	U	310 J	U	U
2-Butanone	1,000,000	1,000,000	50,000	U	U	U	U
Chloroform	19,000	28,000	1,000	U	U	U	U
Toluene	1,000,000	1,000,000	500,000	U	U	U	U
Ethylbenzene	1,000,000	1,000,000	100,000	U	U	U	U
m/p-Xylenes	410,000*	1,000,000*	67,000*	U	U	U	U
o-Xylenes	410,000*	1,000,000*	67,000*	U	U	U	U
1,2,4-Trimethylbenzene	NC	NC	NC	U	U	U	U
Naphthalene	230,000	4,200,000	100,000	U	U	U	U
1,2,4-Trichlorobenzene	68,000	1,200,000	100,000	U	U	U	U
1,2,3-Trichlorobenzene	NC	NC	NC	U	U	U	U
VOC TICs				0	0	0	0

* - Total Xylenes
 U - Undetect
 J - Estimated
 NC - No Criteria

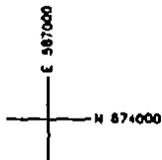
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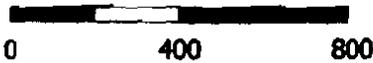


LEGEND

- ⊕ Soil Boring
- ⊗ Monitoring Well

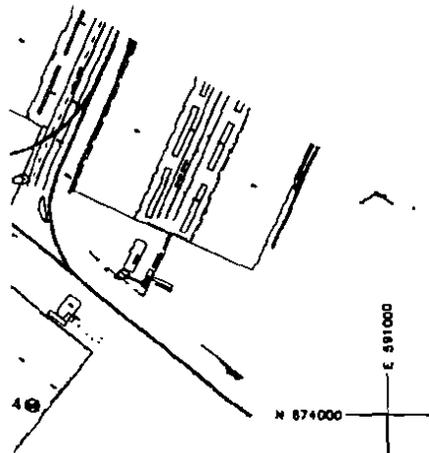


SCALE IN FEET



North	East	Latitude	Longitude	Elev	O/C	I/C	Desc	Soil Samp.	GW Samp.
577633.6	587378.0	40° 41' 35.71"	74° 9' 23.31"	305.79	305.80	305.62	MW-1	YES	NO
576374.0	586699.3	40° 41' 23.29"	74° 9' 32.19"	306.98	307.01	306.68	MW-3	YES	YES
576674.1	588086.1	40° 41' 26.20"	74° 9' 14.17"	306.53	306.54	306.00	MW-5	YES	YES
575689.2	587451.3	40° 41' 16.49"	74° 9' 22.46"	308.23	308.25	308.07	MW-6	YES	YES
576326.9	588425.9	40° 41' 22.76"	74° 9' 09.78"	306.06	306.08	305.79	MW-7	YES	YES
575992.7	587994.6	40° 41' 19.47"	74° 9' 15.39"	306.98	306.84	306.35	MW-8A	NO	YES
576207.5	588993.4	40° 41' 21.55"	74° 9' 02.41"	307.60	307.63	306.87	MW-9A	NO	YES
575043.6	588283.6	40° 41' 10.08"	74° 9' 11.69"	308.70	308.68	308.18	MW-11	YES	YES
574519.5	588910.8	40° 41' 04.88"	74° 9' 03.57"	308.66	308.69	308.40	MW-12	YES	YES
574498.7	589577.3	40° 41' 04.64"	74° 8' 54.92"	306.80	306.76	306.41	MW-13	YES	NO
574020.1	590148.2	40° 40' 59.89"	74° 8' 47.54"	307.86	307.88	307.50	MW-14	YES	YES
573714.8	589889.1	40° 40' 56.89"	74° 8' 50.92"	307.57	307.62	307.44	MW-15	YES	YES
574159.8	589145.1	40° 41' 14.71"	74° 9' 00.48"	307.6			SB-1	YES	NO
576422.8	588592.0	40° 41' 19.91"	74° 9' 07.63"	306.6			SB-2	YES	NO
577714.6	588754.9	40° 41' 23.14"	74° 9' 05.50"	306.6			SB-3	YES	NO
577229.0	587891.6	40° 41' 23.72"	74° 9' 16.71"	306.9			SB-4	YES	NO
576810.5	587798.4	40° 41' 26.87"	74° 9' 17.90"	306.6			SB-5	YES	NO
576693.7	587686.4	40° 41' 34.63"	74° 9' 19.32"	306.0			SB-6	YES	NO
577145.7	587259.1	40° 41' 36.50"	74° 9' 24.85"	306.4			SB-7	YES	NO
577525.1	586859.9	40° 41' 27.60"	74° 9' 30.08"	306.1			SB-8	YES	NO
573899.7	588294.1	40° 41' 30.85"	74° 9' 11.44"	307.9			SB-10	YES	NO
574869.4	587929.6	40° 41' 13.37"	74° 9' 16.27"	308.3			SB-11	YES	NO
575375.1	588580.1	40° 41' 12.98"	74° 9' 07.82"	307.0			SB-12	YES	NO
575230.0	588484.5	40° 41' 08.35"	74° 9' 09.09"	308.5			SB-13A	YES	NO
575516.0	589240.7	40° 41' 07.33"	74° 8' 59.28"	306.6			SB-14	YES	NO
575971.4	589974.8	40° 41' 01.28"	74° 8' 49.78"	307.0			SB-15	YES	NO
574769.3	589663.0	40° 40' 58.72"	74° 8' 53.84"	307.7			SB-16	YES	NO
575338.4	588475.5	40° 41' 27.71"	74° 9' 09.11"	312.5			SB-17	YES	NO
576040.1	588691.8	40° 41' 11.91"	74° 9' 06.38"	306.9			MW-10	YES	NO
576367.3	587143.9	40° 41' 31.72"	74° 9' 26.37"	307.2			MW-2	YES	NO
576741.1	587212.8	40° 41' 26.43"	74° 9' 25.51"	307.3			MW-4	YES	NO
577713.1	589316.9	40° 41' 19.21"	74° 8' 58.23"	307.6			MW-9	YES	NO

NOTE
 Horizontal Datum is New Jersey State Plane Coordinate System 1983-96
 Vertical Datum is Port Authority, Being 297.347 Below N.G.V.D. 1929



THE PORT AUTHORITY <small>OPN/OCJ</small> FIG 1	SOIL BORING AND MONITORING WELL LOCATIONS MAP	ENGINEERING DEPARTMENT PORT NEWARK CONTAINER TERMINAL LLC ENVIRONMENTAL