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SECOND AMENDMENT OF LEASE AND OPERATING AGREEMENT

Parties:

Philadelphia Regional Port Authority &
3460 N. Delaware Avenue, 2nd Floor
Philadelphia, PA 19134 (“**Landlord**”)

Kinder Morgan Liquids Terminals LLC
3300 N. Delaware Avenue
Philadelphia, PA 19134 (“**Tenant**”)

Lease History:

Lease & Operating Agreement
First Amendment

Filed with FMC

January 29, 2010
August 18, 2011

FMC Reference No:

201112-002
201112-003

The Lease & Operating Agreement as amended is hereinafter collectively referred to as the “**Lease**”.

The Lease Year in effect at this time is the period of January 1, 2012 through December 31, 2012.

Background:

Tenant has requested that Landlord make improvements to the fender system at Berth #1 to further increase productivity through the facility. Landlord is willing to make improvements to Berth #1.

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

1. Effective Date. This Second Amendment to Lease and Operating Agreement (“**Amendment**”) shall become effective on the date on which an executed copy hereof is filed with the FMC in accordance with the Shipping Act of 1984. Landlord shall cause this Amendment to be filed with the FMC promptly following the execution and delivery hereof.
2. Definitions. Unless otherwise defined in this Amendment, all terms defined in the Lease shall have the meanings ascribed to them in the Lease when used in this Amendment.
3. Rent Supplement. Section 3.1.6 is added to the Lease as follows:

3.1.6 Rent Supplement. In addition to the other rental charges, Tenant shall pay as additional rent, the sum of \$103,992, payable in twenty four equal monthly installments on the first day of each calendar month commencing on August 1, 2012 until paid in full.
4. Berth #1 Improvements. Landlord will increase the length of the fenders at dock #1 to

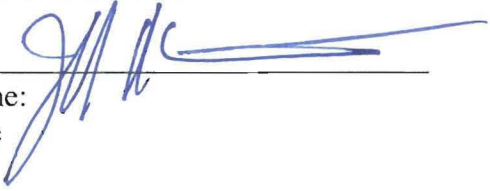
extend down below the bottom of the seawall.

5. Remedies. All Landlord remedies as set out in Section 15.1.1 in the Lease apply to this Amendment.

6. Lease Remains in Effect. The Lease, as amended hereby, shall remain in full force and effect and time remains of the essence of the Lease and this Amendment. In the event of any conflict or any inconsistencies between the terms of the Lease and the terms of this Amendment, the terms of the Lease shall govern and control.

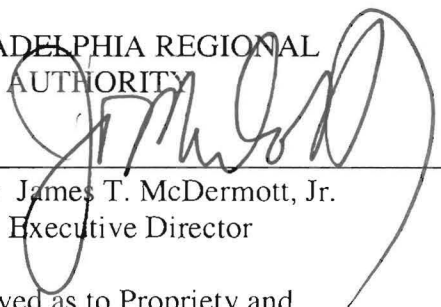
IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first above written.

KINDER MORGAN LIQUIDS
TERMINALS LLC

By: 
Name: _____
Title _____


Approved as to Legality
and Form:

PHILADELPHIA REGIONAL
PORT AUTHORITY

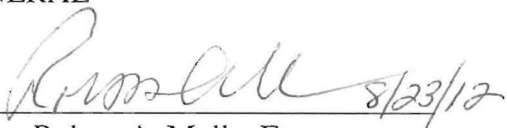
By: 
Name: James T. McDermott, Jr.
Title: Executive Director

Approved as to Propriety and
Availability of Funds:

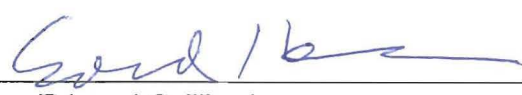
PHILADELPHIA REGIONAL
PORT AUTHORITY

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

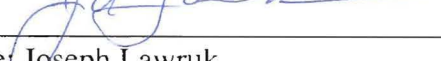
OFFICE OF THE ATTORNEY
GENERAL

By:  8/23/12
Name: Robert A. Mülle, Esq.
Title: Chief Deputy Attorney General

PHILADELPHIA REGIONAL
PORT AUTHORITY

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

OFFICE OF THE BUDGET

By: 
Name: Joseph Lawruk
Title: Comptroller