

(4) The rates, terms and conditions set forth in the Terminal Tariff and the Schedule will be charged and applied, as applicable, on a universally and equally non-discriminatory basis to all Terminal Users.

(5) The Terminal Tariff and the Schedule may be amended at any time and from time to time, as consented to by PPC and HOLT,

provided that any such amended Terminal Tariff and/or Schedule shall comply with the requirements of this Terminal Rule 2B.

(6) The Terminal Tariff currently applicable the PMTA Tariff and the current Schedule is attached hereto Exhibit "C".

(7) The Terminal Operator, upon the prior written consent of PPC, may waive any of the rates, terms or conditions in the Schedule.

C. Terminal Gate.

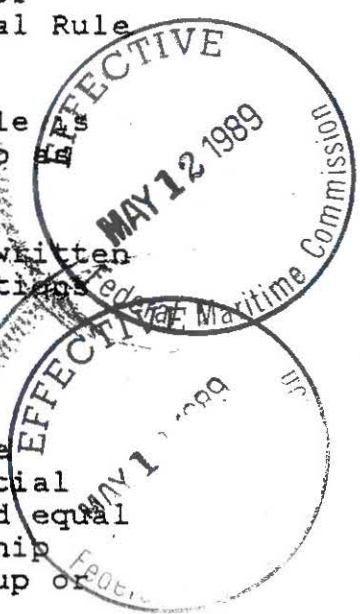
(1) The Terminal Operator shall operate the Terminal Gate at all times in an equitable and non-prejudicial manner to assure, subject to these Terminal Rules, open and equal access in, to, through and upon the Terminal by all steamship lines and/or carriers and their Agents and others picking up or delivering cargo and/or equipment from or to the Terminal.

(2) The Terminal Operator shall at a minimum operate the Terminal gate from 8:00 a.m. until noon and from 1:00 p.m. to 5:00 p.m. on each Business Day in accordance with normal business practices.

(3) The Terminal Operator shall accommodate and satisfy to the extent possible, on an as requested basis, and at public rates, all reasonable requests for special gate arrangements, including without limitation gate hours other than those set forth in Terminal Rule 2C(2), exclusive gates, and bobtail lanes. Reasonable notice shall be provided to the Terminal Operator with respect to any request for the foregoing special gate services.

(4) Upon notice to the Terminal Operator, special scheduling and lane arrangements will be negotiated for special volume movements of cargo, including without limitation in-transit moves.

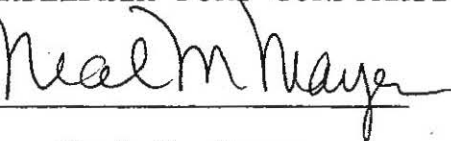
(5) Upon at least forty-eight (48) hours notice to the Terminal Operator, special arrangements for heavy lift



IN WITNESS WHEREOF, Philadelphia Port Corporation And
Holt Cargo Systems, Inc. have caused this amendment to Exhibit
B to Agreement 224-200233 to be executed below by their duly
authorized representatives.

PHILADELPHIA PORT CORPORATION

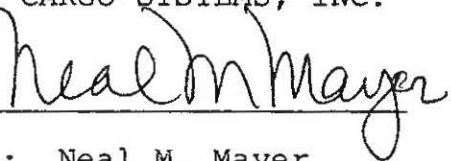
By



Name: Neal M. Mayer
Title: Attorney-in-Fact

HOLT CARGO SYSTEMS, INC.

By



Name: Neal M. Mayer
Title: Attorney-in-Fact

Date: May 12, 1989