

ORIGINAL #1877

**TENTH AMENDMENT OF LEASE AND OPERATING AGREEMENT**

**Parties:**

**Agreement No. 200233-017**

Philadelphia Regional Port Authority  
3460 N. Delaware Avenue, 2<sup>nd</sup> Floor  
Philadelphia, PA 19134 (“Lessor”)

&

Astro Holdings, Inc.  
P.O. Box 8778  
Philadelphia, PA 19101 (“Lessee”)

**Lease History:**

Lease & Operating Agreement  
First Amendment:  
Second Amendment:  
Third Amendment:  
Fourth Amendment:  
Fifth Amendment:  
Sixth Amendment:  
Seventh Amendment:  
Eighth Amendment:  
Ninth Amendment:

**Filed with FMC**

March 5, 1991  
December 9, 1993  
March 5, 2001  
August 28, 2001  
December 14, 2001  
May 31, 2002  
December 18, 2002  
March 15, 2004  
July 7, 2004  
September 22, 2010

**FMC Reference No:**

224-200233-007  
224-200233-008  
224-200233-009  
224-200233-010  
224-200233-011  
224-200233-012  
224-200233-013  
224-200233-014  
224-200233-015  
224-200233-016

OFFICE OF THE SECRETARY  
FEDERAL MARITIME COMMISSION

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The Lease & Operating Agreement, as amended by the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth Amendments and Ninth Amendments, is hereinafter collectively referred to as the “Lease”.

**Background:**

The parties desire to amend that provision of the Lease entitled “Dredging”.

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

1. Effective Date. This Tenth 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. Lessor 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. Dredging. Section 6.7 (a) of the Lease is amended and restated in its entirety as follows:

(a) During the Term hereof and any Renewal Period, PRPA shall, at its sole cost and expense, and at such times as it reasonably determines necessary taking into account the soundings referred to in Section 6.7 (c), and upon its obtaining all necessary permits and approvals (which PRPA will pursue in a commercially reasonable manner), conduct maintenance dredging alongside Berths #1, #2, #3, #4 and #5 to a depth of forty-two (42) feet from Mean Low Water Datum (“MLWD”), and alongside Berth #6 to a depth of thirty-eight (38) feet from MLWD. Upon the presentation by HOLT to PRPA of reasonable evidence illustrating a

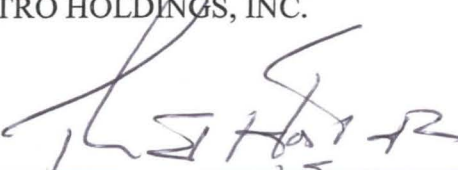
reasonable, current business need, PRPA shall, upon its obtaining all necessary permits and approvals (which PRPA will pursue in a commercially reasonable manner), dredge alongside Berth #6, to the extent of such demonstrated need, to a depth of forty (40) feet from MLWD. PRPA shall conduct maintenance dredging to a depth of forty (40) feet from MLWD alongside any such Berth that PPC or PRPA previously caused to be dredged to such depth so long as a reasonable, current business need exists for such a depth to be maintained.

4. 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 this Amendment shall govern and control.

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


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

ASTRO HOLDINGS, INC.

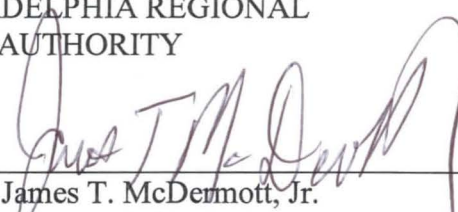
By:   
Name: Thomas J. Hart  
Title: President

Approved as to Legality  
and Form:

PHILADELPHIA REGIONAL  
PORT AUTHORITY

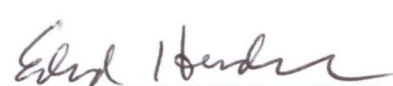
By:   
Name: Gregory V. Iannarelli, Esq.  
Title: Chief Counsel

PHILADELPHIA REGIONAL  
PORT AUTHORITY

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

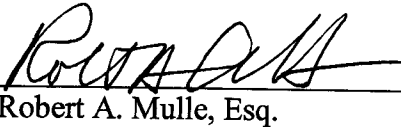
Approved as to Propriety and  
Availability of Funds:

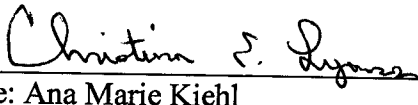
PHILADELPHIA REGIONAL  
PORT AUTHORITY

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

OFFICE OF THE ATTORNEY  
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OFFICE OF THE BUDGET

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Name: Robert A. Mülle, Esq.  
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By:  12/29/14  
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